

MODIFICATION NO. 5
TO OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)
AND
Menlo Park Academy (“Governing Authority” OR “School”)

WHEREAS, the ESCLEW and the Governing Authority entered into an amended and restated Community School Contract (“Contract”) effective on July 1, 2011; and

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

NOW THEREFORE, the parties modify the Contract as follows:

1. Article I, Section 1.7.

- a. Replace subsection (b) with the following: “Monitor and evaluate the academic and fiscal performance and the organization and operation of the School on at least an annual basis, which evaluation shall be based on the performance requirements set forth in **Attachment 11.6**, state report cards, and any other analysis conducted by the Ohio Department of Education or the Sponsor;”
- b. Add the following subsection: “Offer other activities, as determined by the Sponsor, specifically designed to benefit the school;
- c. Add the following subsection: “Report on the amounts and types of expenditures made to provide monitoring, oversight, and technical assistance to sponsored schools, pursuant to the specific requirements of R.C. 3314.025.

The rest of Section 1.7 remains as originally written in the Contract.

2. Article II, Section 2.1 shall be replaced in its entirety with the following:

“Governing Authority Members. The Governing Authority (its Board of Directors, Directors, or Board) must contain at least five Directors (members). All Governing Authority members must be pre-approved by the Sponsor. Such approval will be based on criminal background checks and conflict of interest disclosures, and approval will not be denied without cause. No Director may serve on the Board if restricted from doing so by R.C. 3314.02(E) or any other law, rule, or regulation. The Sponsor shall be promptly notified in writing of any changes in members, including names of resignations and changes to contact information, within five (5) business days of such change. Attached as **Attachment 2.1** are the names, home or work addresses (not the address of the School), and e-mail addresses of the current members of the Governing Authority and a description of the process by which the members of the Governing Authority shall be selected and removed in the future, if not in the Code of Regulations.”

- 3. Article II, Section 2.2.** Replace the first sentence with the following: “All members shall complete training on an annual basis on public records and open meetings law. Members new to this School’s Board must complete a minimum of five (5) hours of Board training, at least two (2) hours of which are on public records and open meetings law, within three (3) months of being elected or appointed to the Board.” The rest of Section 2.2 remains as originally written in the Contract.

4. **Article II, Section 2.6.** At the end, add the following sentence: “The Chief Administrative Officer, other administrative employees of the School, and all individuals performing supervisory or administrative services for the School under a contract with the operator shall complete training on an annual basis on public records and open meetings law.” The rest of Section 2.6 remains as originally written in the Contract.

5. **Article III, Section 3.2** shall be replaced in its entirety with the following:

“**Management by Third Party Operators.** If the Governing Authority enters into a contract for management or operation of the School and its curriculum and operations, such fully-executed contract must be attached as **Attachment 3.2**. Any changes in the operator or contract shall require prior written approval of the Sponsor and incorporation as **Attachment 3.2**. The School shall employ an attorney, who shall be independent from the operator, for any services related to the negotiation of the School’s contract with the operator or if the operator and School should become adverse to each other in any particular matter.

As the management contract is a part of this Contract, the Governing Authority understands that the Sponsor may discipline the School for any issues of any operator of the School and its administration. The Governing Authority consents to this right of the Sponsor. If the Sponsor deems, at its discretion, that due to mismanagement, poor governance, or performance, another operator is advisable or necessary, the Sponsor may request, in lieu of discipline, that the Governing Authority interview, select, and enter into a different agreement for such services and such operator or services contract shall be approved by the Sponsor as a modification to this Contract.”

6. **Article III, Section 3.5.**

- a. In the first paragraph, add the following sentence: “Disposition of assets shall occur in accordance with chapter 1702 of the Revised Code, as well as R.C. 3314.015(E), 3314.074, and any other applicable laws, rules, or regulations.”
- b. Replace subsection 3.5.2 with the following: “In applying the principles stated above, adherence to R.C. 3314.074(A) and (B) should be respected to the fullest extent not in conflict with the above, unless the School is exempt from those provisions pursuant to R.C. 3314.074(D).”

The rest of Section 3.5 remains as originally written in the Contract.

7. **Article III, Section 3.6.** Add “unless Sponsor is rated exemplary for two or more consecutive years” to the exceptions in the first sentence. The rest of Section 3.6 remains as originally written in the Contract.

8. **Article IV, Section 4.1.**

- a. In the first paragraph, add section 3313.721.

- b. At the end, add the following paragraph: “If the School operates a preschool program that is licensed by the Ohio Department of Education under R.C. 3301.52 to 3301.59, the School shall comply with R.C. 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the state board under R.C. 3301.53.”

The rest of Section 4.1 remains as originally written in the Contract.

9. **Article V, Section 5.2.** At the end, add the following sentence: “A detailed description of the facilities, as well as costs, operator addendum, and related parties of any lease or mortgage, is attached as **Attachment 5.2.**” The rest of Section 5.2 remains as originally written in the Contract.
10. **Article VI, Section 6.3.** At the end, add the following sentence: “If the School operates a preschool program that is licensed by the Ohio Department of Education under R.C. 3301.52 to 3301.59, such operation shall be detailed in **Attachment 6.3.**” The rest of Section 6.3 remains as originally written in the Contract.
11. **Article VI, Section 6.11.** Replace the last sentence with the following: “Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning in the 2017-18 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency, as adopted by the state board of education under R.C. 3313.603(J).” The rest of Section 6.11 remains as originally written in the Contract.
12. **Article VI, Section 6.13.** At the end, add the following sentences: “The School’s attendance and participation policies must be available for public inspection. The School’s attendance and participation records shall be made available, upon request, to the Department of Education, Auditor of State, and Sponsor, to the extent permitted by 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA), R.C. 3319.321, and any applicable rule or regulations thereto.” The rest of Section 6.13 remains as originally written in the Contract.
13. **Article VII, Section 7.2.** Add the following subparagraph:

“on an annual basis,

- i. verification of completion of annual public records and open meetings law training by each governing authority member, fiscal officer, chief administrative officer, administrative employees of the School, and all individuals performing supervisory or administrative services for the school through an operator contract;
- ii. any finding for recovery issued by the auditor of state against any member of the governing authority, the operator, or any employee of the School;
- iii. updated asset reports showing all assets purchased with public funds and all assets purchased by nonpublic funds, and the ownership of each;
- iv. disclosure statements for each member of the governing authority as filed pursuant to R.C. 3314.02(E)(7); and
- v. a detailed accounting of the nature and costs of the goods and services that the operator provides to the School, pursuant to R.C. 3314.04, if the operator receives more than twenty percent (20%) of the School’s gross annual revenues;

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

14. **Article IX, Section 9.1.** At the end, add the following sentences: “Within five (5) business days of receiving notification from the Auditor, the School shall notify the Sponsor in writing of the time, date, and location of any scheduled meetings with the Auditor. If the governing authority contracts with an entity specializing in audits, including an attorney or accountant, that entity must be independent from the operator with which the School has contracted.” The rest of Section 9.1 remains as originally written in the Contract.

15. **Article IX, Section 9.2.**

- a. At the end of the first paragraph, add the following sentences: “If the School and the Sponsor have waived the requirement of employing of contracting with the fiscal officer, pursuant to R.C. 3314.011(D), the current resolution waiving the requirement must be attached to this Contract in **Attachment 9.2**. Such resolution shall only be valid for one year, and any subsequent resolution adopted by the School must be approved by the Sponsor and submitted to the Ohio Department of Education.”
- b. At the beginning of the second paragraph, add the following sentence: “The School’s fiscal officer shall complete training on an annual basis on public records and open meetings law.”

The rest of Section 9.2 remains as originally written in the Contract.

16. **Article IX, Section 9.5.** Replace the fourth sentence with the following: “Each year of this Contract, on or before October 31, a school budget that includes all required elements under R.C. 3314.032(C) shall be adopted by the Governing Authority and submitted to the Sponsor.” The rest of Section 9.5 remains as originally written in the Contract.

17. **Article IX, Section 9.6.** At the end, add the following sentence: “All moneys borrowed from the School’s operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.” The rest of Section 9.6 remains as originally written in the Contract.

18. **Article X, Section 10.2.** Add the following sub-paragraph:

“A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to meet the obligations of this Contract or any other contract or other obligation between or on behalf of the School and another party.”

The rest of Section 10.2 remains as originally written in the Contract.

19. **Article XI, Section 11.1.** At the end, add the following sentence: “The Governing Authority shall employ an attorney independent from the Sponsor for any negotiation of this Contract or its amendments.” The rest of Section 11.1 remains as originally written in the Contract.

20. **Article XI, Section 11.3.** Add the following sub-paragraph:

“For purposes of this Contract, ‘sponsor approval’ may mean written approval by the ESCLEW Governing Board, the ESCLEW Governing Authority President, Superintendent, or Community Schools Center Direct, or other Sponsor agent authorized by the ESCLEW Governing Board.”

The rest of Section 11.3 remains as originally written in the Contract.

21. **Article XI, Section 11.6.** After the first sentence, add the following: “Performance standards must include, but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017, by which the success of the School will be evaluated by the Sponsor.” The rest of Section 11.6 remains as originally written in the Contract.

22. **Article XI, Section 11.7, subsection (a).**

a. At the end of the second paragraph, add the following sentence: “If the School is not renewed for failure to meet student performance requirements stated in the Contract or for failure to meet generally accepted standards of fiscal management, the School must close permanently at the end of the then-current school year or on a date specified in the notification of termination and the School shall not enter into a contract with any other sponsor.”

b. Change the notification deadline in the third paragraph to “January 15.”

The rest of Section 11.7 remains as originally written in the Contract.

23. **Article XI, Section 11.10** shall be replaced in its entirety with the following:

“Termination of the Contract. The Sponsor may choose to terminate this Contract for (1) failure to meet student performance requirements stated in this Contract; (2) failure to meet generally accepted standards of fiscal management; (3) violation of any provision of this Contract or applicable state or federal law; or (4) other good cause. Additionally, if the Sponsor has suspended the operation of this Contract under R.C. 3314.072, the Sponsor may choose to terminate this Contract prior to its expiration.

By January 15 of the year in which the Sponsor intends to terminate this Contract, the Sponsor shall notify the School of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the termination, and a statement that the School may, within fourteen (14) days of receiving the notice, request in writing an informal hearing before the Sponsor. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days after the informal hearing, the Sponsor shall issue a written decision either affirming or rescinding the decision to terminate this Contract.

The termination of this Contract shall be effective upon the occurrence of the later of the following events: (a) the date of the notice of termination; or (b) if an informal hearing is requested and the Sponsor affirms its decision to terminate this Contract, the effective date of the termination specified in the notice.

If the Contract is terminated for failure to meet student performance requirements stated in the contract or for failure to meet generally accepted standards of fiscal management, the School must close permanently at the end of the then-current school year or on a date specified in the notification of termination and the School shall not enter into a contract with any other sponsor.”

24. **Attachment 3.5.3** shall be replaced in its entirety with the attached.

25. **Attachment 5.2** shall be added with the attached.

26. Attachment 6.13. Participation policies, including participation in blended learning program, if applicable, shall be added. The rest of Attachment 6.13 remains as originally attached to the Contract. .

27. Attachment 11.6 shall be replaced in its entirety with the attached.

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

**Educational Service Center of
Lake Erie West**

By: 

(Signature)

Its: Superintendent

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

Date: 1-20-2017

**Governing Authority of
Menlo Park Academy**

By: 

(Signature)

Its: President

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

Date: 1/5/17

ATTACHMENT 3.5.3 SUSPENSION AND CLOSING PROCEDURES

School Name: _____

Authorizer Name: Educational Service Center of Lake Erie West

Suspension or Closing: _____

To the extent that the school governing authority and/or the school's fiscal officer is unable or unwilling to execute its responsibilities in effecting an orderly suspension or closure of the school, the authorizer shall assume part or all of such tasks to the full extent possible.

I. Initial Notifications, Student Records and School Records	
Completion Date	Action
	1. Notify the Office of Quality School Choice that the school is suspending or closing; within 24 hours of the action, send in the community school's board resolution or official authorizer notice, including the date of closing. A school is suspended or closed for instruction when instruction is no longer taking place. A school may have a later official closing date if closing actions such as filing final expenditure reports or submitting EMIS data necessitate the school maintaining a status of Inactive in OEDS-R so that it can complete these or similar actions. If a school's closing occurs as a result of continued poor academic performance (ORC Section 3314.25 or 3314.351), often referred to as "closed by operation of law," there is no expectation that the authorizer will send in a notice, unless the school is closing prior to the end of the school year. In that instance, it is expected that the authorizer will notify the Office of Quality School Choice within 24 hours of the decision to close sooner than the end of the academic year.
	2. Provide a clear written timeline of the suspension/closing process.
	3. Notify parents that the school is suspending/closing through a formal letter from the school Governing Authority and the authorizer superintendent or CEO within 24 hours of the action. The letter to include but not limited to: the reason for the suspension/closing of the school, options for enrolling in another community school, traditional schools or nonpublic schools and contact information.
	4. Provide each parent with the location that their child's records are being delivered.
	5. Provide authorizer contact information to all parents.
	6. Provide each parent with the location that their child's records are being delivered.
	7. Notify the teachers and staff that the school is closing.
	8. Ensure that STRS and SERS contributions are current.
	9. Clarify COBRA benefits and when medical benefits end. In the case in which the staff and faculty are employees of a management company, ensure that all employees have a contact person at the management company who will assist them through the transition.
	10. Remind the faculty of their obligation to teach up to the date of closing or otherwise determine that the school is properly staffed up to the day of closing.
	11. Ensure that each faculty member's LPDC information is current and available to the teachers.
	12. Provide authorizer contact information to all staff.
	13. Notify the Ohio State Teachers Retirement System and School Employees Retirement System.
	14. Notify the Area Coordinator's office to schedule the student enrollment/FTE review. Preferably, the FTE review should be completed within 7 business days of the closing, if possible, or within 7 business days of the Area Coordinator's notification of the school's closing by the department.
	15. Take control of and secure all school records, property and assets immediately when the school suspends or closes, to the extent possible. In the case in which 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 authorizer should share any such circumstances with the Office of Quality School Choice as quickly as possible. Note: The DAS site for records retention schedules can be found here: http://apps.das.ohio.gov/rims/General/General.asp . The federal records retention schedules can be found here: http://www2.ed.gov/policy/gen/leg/fra.html .

	16. Put student records in order and produce transcript materials immediately. The expectation is that records would be organized by grade level and district of residence, with the student's name and SSID clearly displayed.
	17. If the school has graduated students, compile a list of the names and dates of the graduates and retain that list.
	18. Have copies of each list ready for the resident district receiving the records and the authorizer.
	19. Have all available IEP, enrollment, and attendance records available for the completion of the FTE closure review.
	20. Prepare a list of all students (name and SSID), and the resident district to which the student's records are to be delivered.
	21. Have copies of each list ready for the resident district receiving the records and the authorizer.
	22. Make copies of all students' records and retain the copies for use by the Auditor of State.
	23. Deliver the original student records to each student's district of residence within seven business days of the school's closure. [ORC Section 3314.44]
	24. Upon delivery, provide a list of the records given to the district representative, and obtain the name and signature of the individual receiving the records and the date. Note: Special education records shall be provided directly to each receiving school or school district's special education administrators for all students with disabilities.
	25. Provide the authorizer with an updated list indicating delivery information.
	26. Notify the Auditor of State of the school's closing/suspension and schedule a final audit.

Please note: The numbering does not indicate a specific sequence of steps; it is intended for ease of reference.

II. Disposition of Assets	
If the governing authority does not retain a treasurer to oversee the remaining financial activity, (note that this Contract requires retention of the School Treasurer for oversight of all closure and post-closure activity and responsibility) the authorizer may act as or appoint a receiver to oversee the closing of the financial records in the absence of a fiscal officer.	
Keep assets separated by source of funding, state or federal, for purposes of disposition.	
Federal dollars cannot be used to pay state liabilities. Account for all school property throughout the closing process by distinguishing state from federal dollars.	
For Federal Title and other consolidated and competitive funds, follow EDGAR liquidation procedures in 34 CFR 80.32 including disposition for items valued at \$5,000 or greater.	
For assets purchased with Federal funds that have a value of less than \$5,000 and all assets purchased with state funds, follow the school's disposition plan and track the disposition for each asset.	
Note: Technology equipment received as part of the Erate program is federal property and cannot be sold as part of the school's assets. Specific guidance on donating the equipment can be found here: http://www.usac.org/sl/applicants/before-youre-done/equipment-transfer.aspx .	
Note: If a community school closes and ceases to operate as a community school and the school has received computer hardware or software from the former Ohio SchoolNet commission or the former eTech Ohio commission, such hardware or software shall be turned over to the department of education, which shall redistribute the hardware and software, to the extent such redistribution is possible, to school districts in conformance with the provisions of the programs as they were operated and administered by the former eTech Ohio commission.	
Completion Date	Action for assets purchased with either state or federal funds
Closure only	27. Review the financial records of the school.
Closure only	28. Establish 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.

Closure only	29. Establish the fair market (initial and amortized) value following generally accepted business rules and 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). 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 should also be followed. If an asset has \$0 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.
	30. Identify staff who will have legal authority for payment processes (e.g. checks, cash, credit cards, etc.).
Closure only	31. Establish disposition plan for any remaining items.
Closure only	32. Notify Office of Quality School Choice, then public media (print media, radio) of the date, time, and location of any property disposition auction.
Closure only	33. Provide board resolutions and minutes of any assets transferred at no cost to another school.
Closure only	34. Identify any State Facilities Commission guarantees, if any.
Closure only	35. Prepare documentation for disposition of the school's fixed assets.
Completion Date	In Addition, for Assets purchased with Federal funds
Closure only	36. For all federal program purchases that have a value of \$5,000 or greater, follow steps 26 through 30 and 32 and EDGAR liquidation procedures in 34 CFR 80.32. Note: Unless otherwise <i>described</i> below for the Public Charter School 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 labelled 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).
Closure only	37. <u>Public Charter School Program, if applicable.</u> a. PCSP assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the PCSP. b. If there are no takers, then an auction sale must be held to dispose of the assets along with the state funded assets. c. 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. d. Provide OCS with a written report of the property, and if available, a bill of sale.
Closure only	38. <u>National School Lunch Program.</u> 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 (OCN). Contact OCN prior to proceeding with any liquidation of Equipment.
Completion Date	In Addition, for Assets purchased with State funds
Closure only	39. In addition to establishing a fair market value, track sale of items and have supporting board resolutions for donation of items to another community or other public school or non-profit entity.
Closure only	40. Consistent with ORC Section 3314.051, 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.

III. Payments to Creditors

For suspended schools, ensure that employees' salaries, STRS/ERS, and IRS obligations are current. For closing schools, the authorizer should consult with its legal counsel prior to implementing this section to determine if there are any outstanding federal or state claims that may need to be paid first including but not limited to federal and state taxes, Medicare, Workers Compensation, and city wage taxes. If applicable, provide documentation of any Workers Compensation claims.

Note: The authorizer is obligated to retain the school's financial records and should follow the relevant state and federal records retention schedules. The DAS site for records retention schedules can be found here:

<http://apps.das.ohio.gov/rims/General/General.asp>. The federal records retention schedules can be found here:

<http://www2.ed.gov/policy/gen/leg/fra.html>.

With two exceptions, noted below, utilize only state dollars, auction proceeds, foundation dollars, and any other non-federal dollars to pay creditors in the following order:

Completion Date	Action
	41. Retirement funds of employees of the school, such as 401(k)'s.
	42. STRS/SERS/retirement systems and other adjustments – see ORC 3314.074. NOTE: Teachers, administrators, and other staff working for a conversion community school through a contract with the sponsoring district should be treated as employees under ORC Section 3314.074.
	43. Teachers and staff Exception: Federal dollars can be used to pay the teacher costs and STRS/SERS/retirement costs for any employees who were paid from federal funds when the school was open.
	44. Private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs (prepared financials). Exception: Audit preparation costs can be paid from federal funds under certain conditions. Contact the Office of Grants Management for specific guidance before applying any costs against federal funds to support audit costs. Please refer to Auditor of State Bulletin 2009-011.
	45. Any remaining funds shall be paid to the department of education for redistribution to the school districts in which the students who were enrolled in the school at the time it ceased operation were entitled to attend school under ORC section 3313.64 or 3313.65. The amount distributed to each school district shall be proportional to the district's share of the total enrollment in the community school.
	If the assets of the school are insufficient to pay all persons or entities to which compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance section 3314.074 and Chapter 1702 of the Ohio Revised Code.

IV. Preparation of Itemized Financials and Documents for FTE Review

Completion Date	Action
	Review and prepare the following itemized financials:
	46. Year-end financial statements, notes to the financial statements and if applicable schedule of federal awards.
	47. A 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.
	48. List of investments in paper hard copy format.
	49. List of all payables and indicate when a check to pay the liability clears the bank.
	50. List of all unused checks (collect and void all unused checks).
	51. List of any petty cash.
	52. List of bank accounts, closing the accounts once all transactions are cleared.
	53. List of all payroll reports including taxes, retirement or adjustments on employee contract.
	54. List of all accounts receivable.
	55. List of assets and their disposition.
	56. FTE review complete.

V. Final Payments and Adjustments

Completion Date	Action
	The authorizer shall continually monitor the condition of the closed school and be prepared to receive or transmit funds on behalf of the school as directed by an appropriate agency. Receipt of funds can happen more than a year after a school's closure, and the authorizer is obliged to serve as the recipient of such funds and adjustments. If the assets of the school are insufficient to pay all persons or entities to which compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance with Section 3313.074 and Chapter 1702 of the ORC.
	57. Receive any funds or adjustments credited to the account of the closed school.
	58. Determine if any portion of any funds or adjustments can be applied to satisfy any remaining debts; payables (any money owed to another).
	59. Send all or the remaining portion to the Ohio Department of Education, Office of Budget and School Funding, for final disposition.

The authorizer and school governing authority representative identified below certify that all steps listed above were completed, unless otherwise noted.

School: _____

Governing Authority Representative _____ Date: _____

Authorizer: _____

Authorizer Representative _____ Date: _____

The School's governing authority and the authorizer execute the Suspension or Closing Assurance Form and maintain it with copies sent to the Office of Quality School Choice. Submit the *Suspension & Closing Assurance Form* by uploading it into your named authorizer folder in the document exchange, accessed through your SAFE account, Collaboration Center.

ATTACHMENT 5.2 FACILITIES PLAN

1. Detailed description of each facility used for instructional purposes, containing the address and grades served;
2. Annual costs associated with leasing each facility, paid for by or on behalf of the school, if applicable;
3. Annual mortgage principal and interest payments that are paid by the school, if applicable;
4. Name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any; and
5. If the school leases property from the operator, addendum to lease with verification from independent professional in the real estate field that, at the time the lease was agreed to, the lease was commercially reasonable.



Menlo Park Academy

Developing the Potential of Gifted Learners

June 1, 2016

TO: ESCLEW

FROM: Menlo Park Academy

RE: House Bill 2; Attachment 5.2; Facilities Plan

1. Menlo Park Academy sub-leases the following property for our Kindergarten through 8th grade population.

Address: 14440 Trisket Avenue, Cleveland, OH 44111

Square Footage: 26,000

Classrooms: 23

Offices: 5

2. Menlo Park Academy rents the property for \$17,100 per month for an annual cost of \$205,200.
3. Not applicable since we do not own the property.
4. Menlo Park Academy subleases the above property from D'Anconia Development Company; the school does not have any other relationship with the company.
5. Not applicable to Menlo Park Academy.

Sincerely,

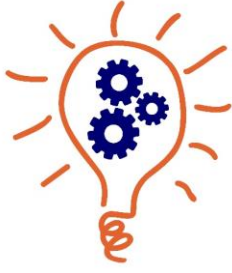
Amber Oxley

Operations Director

ATTACHMENT 6.13 (PARTIAL)
ATTENDANCE POLICIES

1. Participation Policies, including any policy or procedures for non-classroom learning opportunities and/or blending learning program

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



Menlo Park Academy

Developing the Potential of Gifted Learners

PROCEDURE – Attendance for Non-Classroom Learning Opportunities

Field Trips – Attendance is taken before, during, and after each field trip by the classroom/lead teacher via a roster of those attending the field trip.

Before and After School Tutoring – Attendance is taken before and after by the teacher assigned to the homework help program.

Special Programming (Plays, Competitions, Music Programs, etc.)– Attendance is taken by the Lead Teacher/Classroom teacher. Teachers will check attendance via a roster at each event.

Post-Secondary (College Credit Plus) – The School Director/School Deans would record and ensure the student's attendance is recorded in DASL/EMIS. (Please note: this does not apply to elementary setting)

Suspension/Expulsion – All records/documentation is kept on file at the school as well as recorded in DASL/EMIS. In-School Suspension attendance is recorded before, during and after by the School Director, School Dean, or Teacher. We also follow Special Education Guidelines.

ATTACHMENT 11.6

PERFORMANCE ACCOUNTABILITY FRAMEWORK

The community school sponsor is responsible to provide monitoring, oversight, and technical assistance to the community schools that it sponsors. This attachment describes a comprehensive performance accountability and compliance monitoring system, and it provides the information that will be used in making rigorous and standards-based renewal, revocation, and intervention decisions. At the core of these decisions, the Educational Service Center of Lake Erie West (ESCLEW) considers the well-being and interests of the students served by the community school.

This attachment includes (a) the framework by which ESCLEW will assess the performance of the school, (b) the interventions and technical assistance that ESCLEW may utilize, and (c) the academic and non-academic performance goals of the school.

A. Performance Assessment

The performance assessment details many items that the Sponsor will review in its oversight of the school as part of its normal oversight or through a high stakes review. The Sponsor will conduct a high stakes review of the school upon renewal or no later than five years after the effective date of this Contract, whichever is sooner, and at any other point that the Sponsor deems appropriate, at its discretion. If an issue arises or is discovered, the Sponsor will utilize targeted intervention(s) listed in this attachment under section B, including any technical assistance necessary to assist the school.

Overview – Areas of Assessment

- Mission and Vision Statements
- Governance
- Fiscal or Financial Matters
- Operations, Recordkeeping, Reporting, and Data
- Special Education and Other Diverse Learning Needs
- Academics

Mission and Vision Statements

- Clear and specific mission statement
- Relevant and compelling vision statement
- Evidence of progress in meeting mission and vision
- Evidence of mission-driven decision-making in policies, curriculum, and programming

Governance

- Effective governance and management structure
- Oversight of school management and evaluation of management team
- Maintenance of corporate status: good standing certificate, timely filing of statement of continued existence, adherence to Code of Regulations, maintenance of corporate record-keeping, proper corporate signatures
- Maintenance of Federal tax-exempt status: timely filing of Form 990s, IRS conflict of interest adherence, no evidence of violation of Internal Revenue Code Section 501(c)(3)
- Compliance with contractual terms: governance trainings, updated governing authority roster, conflict of interest policies
- Disclosure of conflicts, signing of conflict of interest policy, and abstentions in minutes
- Compliance with Open Meetings law, including sufficient minutes
- Balance of educational and financial reporting at meetings
- Informed decision-making and operational transparency
- Any other area of operations, compliance or performance of the Contract

Fiscal or Financial Matters

- Timely submission of financial documentation to Sponsor, including:
 - Balance sheet – statement of financial position
 - Income statement – statement of activities
 - Monthly budget to actual, including all revenue sources
 - Monthly separated grants reporting
 - Monthly enrollment reports
- Red flag financial concerns: significant changes in enrollment, significant changes in policy environment, loss of a particular revenue stream, facility changes, significant turnover in leadership
- Timely payment on all loans/debts
- Financial audit, including timely follow-up on findings and/or material non-compliance
- Solid business plan and clear evidence of capacity to carry out plan
- Sound management and competence in understanding of proper use of public funds
- Grounded in professional standards for sound financial operations and sustainability
- Consistency of financial reporting at governing authority meetings
- Other finance related compliance reports

Operations, Record-Keeping, Reporting, and Data

- Fair treatment, non-selective, and non-discriminatory access in admissions
- Fair and consistent treatment in discipline, with a focus on positive behavioral intervention supports
- Timely and accurate reporting to state data systems
- Appropriate attendance record-keeping and addressing excessive flagging
- Timely response to sponsor requests on interventions and routine compliance follow-ups
- Compliance with public records law, including trained public records officer
- Annual report with clear and accurate performance data

Special Education and Other Diverse Learning Needs

- Appropriate services for all students
- Appropriate access, education, support services and outcomes for students with special education and other diverse learning needs, including English language learners, migrant, and homeless students
- Compliance with policies and procedures for identification, evaluation, and referral of students with disabilities under IDEA and Section 504
- Compliance with all state and federal timelines and reporting requirements
- Proper due process notifications
- Appropriate discipline administration and discipline training for staff, including restraint, seclusion, and positive behavioral intervention supports

If the school has a majority of students with special needs, the School is expected to provide a learning environment that accomplishes the goals of these students in a manner superior to others. The Sponsor expects to see evidence of success for the special education population that exceeds progress in other environments, with methods that are innovative and effective in order to produce such success.

Academics

The School should be prepared to assess every measure listed below, and every component of every measure by data, in order to enhance targeted assistance. Performance standards must include, but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017. The School understands that, every year, additional measures and components may be added and graded and that an overall grade will be calculated starting in Fiscal Year 2018.

- **Achievement** measures “absolute achievement.” Achievement includes the Performance Index. This assesses the achievement of every student (not just which students are proficient) and points are received for each level. The Achievement measure also includes Performance Indicators. The indicators show how many students have a proficient level of knowledge. Schools need to have 80% of their students reach

proficient in order to meet an indicator. Anything below a letter grade of a C, or 70%, will require targeted assistance.

- **Progress** represents the average annual level of improvement of each student in math and reading. Its components consist of Value Added Overall, Gifted Students, Students in the Lowest 20% in Statewide Achievement, and Students with Disabilities. Anything below a -1 value added gain index will require targeted assistance.
- **Gap Closing** measures the narrowing of gaps in reading, math, and graduation rates among socioeconomic, racial, ethnic, or disability subgroups. It is also called Annual Measurable Objectives (AMOs). Anything below a 70% will require targeted assistance.
- **Graduation Rate** measures the percentage of students who entered in 9th grade and graduated 4 and 5 years later. Currently, Graduation Rate has a 4 year component, for which anything below an 84% will require targeted assistance, and a five year component, for which anything below an 85% will require targeted assistance.
- **K-3 Literacy** measures the improvement in reading for grades K through 3. Currently, K-3 Literacy Improvement has one component, but may have more components in the future. This component measures the percentage of students between kindergarten and 3rd grade who went from not on-track to on-track in reading in one year. Anything below 43.2% will require targeted assistance.
- **Prepared for Success** measures whether graduates are prepared for college or a career. Prepared for Success currently has one component, which measures preparedness by looking at College Admission Tests, Dual Enrollment, Industry Credentials, Honors Diplomas, and Advanced Placement and International Baccalaureate participation and scores.
- **Other Measures of Academic Success**, including:
 - Other assessments conducted by school (NWEA, etc.)
 - Ohio Improvement Process
 - Assessments and interventions required by Third Grade Reading Guarantee
 - Incorporation of Common Core analytic understanding
 - Mission-specific performance measures of academic success
 - Comparison of student performance data with data of the home district building to which students would otherwise be assigned (suggested, and required upon request)
 - Post-secondary readiness, if applicable

B. Technical Assistance, Interventions, and Statutory Consequences

The technical assistance and interventions listed below provide guidance and notice for the types of intervention that the Sponsor may take if the School fails to perform satisfactorily in the areas reviewed as through the performance assessment framework or if the School does not meet its contract goals. The Sponsor will make attempts to both streamline and customize interventions based on the School's operational structure and mission. The interventions may occur as part of a Corrective Action Plan or independently.

Many of the interventions listed below require the Sponsor to provide technical assistance. The Sponsor has attempted to limit financial cost to the School for other interventions in which the School must pay for the intervention. The School should budget for a certain amount of expense due to required performance interventions, programs to collect data, and staff to assess and analyze performance data, as well as increased staff for tutoring or cure of deficiencies. All interventions will require follow-up, proof of cure, and adherence to cure. Typical interventions, remedies, or cures imposed by Sponsor may be, but are not limited to the following:

Mission and Vision Statements Interventions

- Sponsor technical assistance in reaching the mission of the School and to assess the ability of the School to realize its mission, which may include aspects of culture, parent satisfaction, or other visions stated by the School in its Contract, curriculum, or programming
- Sponsor assessment of leadership with the Board or the administration and mutual plan to correct weaknesses in meeting mission

- Outside coaching or training, research, observations, or remedies to meet stated goals, at School's cost.
- Leadership training in area of desired goals and why they are not being reached or how to reach them more effectively, at School's cost
- Other tailored interventions based on the specific circumstances

Governance Interventions

- Sponsor technical assistance
- Targeted technical assistance in procedure, minutes, motions, notices, or similar governance matters
- Workout session held by Sponsor
- Recommendations of Sponsor to be followed by Board as to dysfunctions and options for resolving them
- Review and required changes of Code of Regulation, governance policies, or other rules or practices affecting governance
- Clear guidance written into policy and adherence to guidance, as to roles and responsibilities
- Required replacement of absenteeism or members hampering business or quorum
- Required agreement of Board to dismiss board member or officer violating policy, law, procedure, rules, the Code, or other customary good governance precepts
- Training using trainer suggested by or acceptable to Sponsor, at School's cost
- Other tailored interventions based on the specific circumstances

Fiscal or Financial Matters Interventions

- Sponsor technical assistance
- Enhanced and more accurate financial reports required, such as additional financial documentation, debt-to-asset ratios, cash flow analyses, requirements of debt to service coverage ratios, enrollment variances and withdrawal frequencies, requirements of minimum unrestricted cash, and increased transparency enhancements for analytical purposes
- Compliance plans for recurring or material findings
- Contingency plans addressing potential funding shortfalls or other disruptive events
- Finance committee or finance expert on the board
- Pre-audit exercise with qualified Treasurer consultant, at the School's cost.
- Independent training, at the School's cost
- Other tailored interventions based on the specific circumstances

Special Education and Other Diverse Learning Needs Interventions

- Sponsor technical assistance, including but not limited to Sponsor audit of files
- Legal review of practices and procedures targeted to issues discovered, at School's cost
- State audit of files and State training, at School's cost (if any cost required)
- Training, at the School's cost
- Independent Audit, at the School's cost
- Other tailored interventions based on the specific circumstances

Academic Interventions

- Corrective Action Plan
- Sponsor technical assistance
- Targeted intervention by the Sponsor as defined below
 - Face to face meetings and increased reporting to Sponsor on progress
 - Checklists, plans to cure, and periodic data reporting
 - Revisions to the Ohio Improvement Plan
 - Required academic or professional assistance
 - Parent Engagement to support students in academics, attendance, and curriculum
 - Curriculum Mapping
 - Study of Ohio's New Learning Standards and or the Next Generation of Assessments in Ohio
 - OTES and OPES evaluations of staff

- Required training on the Ohio report card indicators or components
- Targeted coaching, at the School's cost
- Targeted tutoring before or after school and/or weekends, at the School's cost

Corrective Action Plans and Targeted Intervention

Designation on the Ohio Local Report Card of a D or F in any measure, or any relative weakness in a component or measure, will require targeted intervention. The first step of that intervention will be the School's submission of all data which make up the measure, or components of that measure, and which components have caused the grade of a D or F. The School must list each component with all proof of accurate data to support it, and the School must report quarterly on academic data for measures and components identified as weaknesses.

ESCLEW may require the School to develop a Corrective Action Plan (CAP) if the School fails to meet contract goals under section C of this Attachment, has historically low achievement in any area or measure, or if there is sudden negative changes in any area or measure. ESCLEW will work with the School in developing the CAP and will utilize other appropriate entities or resources, as it deems necessary.

All academic interventions outlined in the CAP will require a thorough understanding of weaknesses, based on data derived from assessment tools selected in conjunction with the Sponsor, a thorough understanding of in which measure and which component within a measure the weakness occurs, and a targeted plan to cure that particular weakness or those weaknesses.

Once the CAP is in place, it will be monitored monthly by the Sponsor to assess the School's progress toward meeting the goals. Should the School fail to make adequate or appropriate progress, the plan may be re-evaluated and changed, with either additional interventions or supplements to the existing interventions.

Renewal and Non-Renewal

A non-renewal may occur in accordance with any cause allowed by Chapter 3314 of the Revised Code (R.C.) or the Contract. In making renewal decisions, the Sponsor will consider the school's academic performance and progress, as well as the non-academic areas listed within the Performance Accountability Framework, in conjunction with the information provided with the school's renewal application. Failure to meet contract goals or failure to appropriately address required interventions or corrective action may result in non-renewal or in a shortened contract term.

Currently, schools in which a majority of the enrolled students are children with disabilities receiving special education and related services are exempt from statutory closure on the basis of academic performance. However, the Sponsor may non-renew or progress toward termination for a special education status school if the school fails to meet its goals.

Comments on Statutory Consequences

Probation, which may lead to suspension, may be used for any cause allowed by the Ohio Revised Code, including but not limited to:

- Untimely submissions or lack of cooperation in submissions required by the State or the Sponsor for two or more times per year, or for over five business days
- Lack of compliance with laws or the Contract
- Failure to achieve academic goals, as listed in the Performance Accountability Framework
- Any fiscal matter of any level of risk
- Governance, administrative, or minor financial issues that can be adequately corrected by a Plan to Cure acceptable to Sponsor
- Potential or actual ethics or conflicts violations

Suspension, which may lead to termination, is more likely to be used for matters such as, but not limited to:

- Health or safety matters
- Consistent failure to achieve academic goals, despite corrective action plans and technical assistance

- Money owed to the State or its agencies, vendors, or the Sponsor that is delinquent, overextended, or may or does render insolvency
- Inability to make payroll
- Undisclosed debt or obligations
- Lack of accuracy in or misrepresentation, cheating, or fraud in any reporting figures, data, or testing results that is not corrected within timeframes allowed by law or which create financial, reputational, governance or academic risk
- Other matters of noncompliance, the magnitude or risk of which may be assessed by Sponsor as good cause or allowed by the Code
- Uncorrected or actual ethics or conflict violations
- Inability to meet, or lack of progress in meeting, the terms of the Contract, the laws, rules, regulations or requirements, or the reasonable requests of Sponsor geared to correct deficiencies as cited in a probation notice or corresponding corrective action plan

Termination of the Contract will occur if the School fails to develop a corrective action plan or fails to comply with or remedy the problems cited in the corrective action plan developed with the Sponsor as part of a suspension.

Permanent closure under R.C. 3314.35 or 3314.351 will occur under the following circumstances:

- For schools with grades no higher than 3, for two of the past three years, the school has either been in academic emergency, received an F in improving literacy in grades K-3, or received an overall F.
- For schools with grades 4-8, but no higher than 9, for two of the past three years, the school has either been in academic emergency and not met value-added growth, received an F for the performance index score and an F for value-added progress, or received an overall F and an F for value-added progress.
- For schools with grades 10-12 that are not drop-out recovery schools, for two of the past three years, the school has either been in academic emergency, received an F for the performance index score and not met AMOs, or has received an overall F and an F for value-added progress
- For drop-out recovery and prevention program schools, for two of the past three years and beginning on July 1, 2014, the school received a designation of “does not meet standards.”

C. School-Specific Performance Goals and Measures

This section of Attachment 11.6 provides school-specific academic and non-academic goals and performance measures. Goals must be specific, targeted, measurable, and rigorous. The goals must include a level or rate of increase, and they must include subgroup targets. The school recognizes that these goals may be revised if the make-up of the school significantly changes or if the standards by which the school is judged by the state change. Schools should include goals for each year of the contract or up to three years. If a school has a contract length of longer than three years, a goal evaluation will be performed after three years, and the school acknowledges that it will re-assess goals at that time, if not sooner.

ESCLEW will review the School’s progress toward performance goals during site visits, on a periodic basis throughout the school year. From time to time, the ESCLEW Leadership Team may request evidence or other documentation showing progress or efforts toward attaining contract goals. If progress is not evident or if it is insufficient, ESCLEW may, at its discretion, require additional targeted assistance or intervention. If the goal is no longer applicable or realistic, ESCLEW may request that the School submit revised goals by which the School will be judged in renewal or termination decisions. The School agrees to submit such revised goals no later than three weeks after ESCLEW’s request.

Menlo Park Academy Mission Statement

Menlo Park Academy is a public school that develops the potential of gifted learners through an exemplary program of rewarding experiences that nurtures the whole child

		Measure	2014-2015 Data	2015-2016 Data	2016-2017 Goal	2017-2018 Goal	2018-2019 Goal				
Mission Specific Goal		Each student's Written Education Plan (WEP) will indicate their appropriate placement in both Reading and Math according to the student's individual instructional level.	Not Available	83%	96%	98%	100%				
Achievement	Measure	2014-2015 Data		2015-2016 Data		2016-2017 Goal		2017-2018 Goal		2018-2019 Goal	
	State Assessments (AIR)	Grade 3				Grade 3		Grade 3		Grade 3	
		Reading	97.5	Not available		Reading	Same or >		Reading	Same or >	
		Math	86.8	Not available		Math	>88		Math	90 or >	
		Grade 4				Grade 4		Grade 4		Grade 4	
		ELA	100.0	Not available		ELA	96 or >		ELA	96 or >	
		Math	92.1	Not available		Math	92.1 or >		Math	> than 92.9	
		SS	95.0	Not available		SS	>95.0		SS	> 95.0	
		Grade 5				Grade 5		Grade 5		Grade 5	
		ELA	100.0	Not available		ELA	96 or >		ELA	96 or >	
		Math	100.0	Not available		Math	96 or >		Math	96 or >	
		Science	92.9	Not available		Science	93 or >		Science	93 or >	
		Grade 6				Grade 6		Grade 6		Grade 6	
ELA	84.6	Not available		ELA	90.0		ELA	90 or >			

	Math	95.5	Not available	Math	95.5 or >		Math	95.5 or >		Math	95.5 or >	
	SS	90.9	Not available	SS	>91		SS	>91		SS	>91	
	Grade 7			Grade 7			Grade 7			Grade 7		
	ELA	94.9	Not Available	ELA	95 or >		ELA	95 or >		ELA	95 or >	
	Math	94.4	Not Available	Math	95 or >		Math	95 or >		Math	95 or >	
	Grade 8			Grade 8			Grade 8			Grade 8		
	ELA	100.0	Not Available	ELA	96 or >		ELA	96 or >		ELA	96 or >	
	Math	90.7	Not Available	Math	91 or >		Math	91 or >		Math	91 or >	
	Science	96.0	Not Available	Science	96 or >		Science	96 or >		Science	96 or >	
% of Indicators Met	2014-2015 Data		2015-2016 Data	2016-2017 Goal		2017-2018 Goal			2018-2019 Goal			
	94.1% 16 out of 17 met		Not Available	95 or >		95 or >			95 or >			

Achievement	Performance Index	2014-2015 Data 100.9 points = B 84.1% Modified 108 points = A		2015-2016 Data	2016-2017 Goal 100 points or better 84% or better		2017-2018 Goal 100 points or better 84% or better			2018-2019 Goal 100 points or better 84% or better		
		Limited	2.8	NA	Limited	2	Limited	1.5	Limited	0		
		Basic	2.6	NA	Basic	1.5	Basic	1.0	Basic	2		
		Proficient	12.8	NA	Proficient	15	Proficient	15	Proficient	15		
		Accelerated	47.0	NA	Accelerated	45	Accelerated	46	Accelerated	46		
		Advanced	26.8	NA	Advanced	34.5	Advanced	34	Advanced	34		
		Advanced Plus	1.5	NA	Advanced Plus	2	Advanced Plus	2.5	Advanced Plus	3		

Progress	Value added Score	2014-2015 Data Value Add – B Gifted Value Add - B		2015-2016 Data	2016-2017 Goal Value Add – B Gifted Value Add - B		2017-2018 Goal Value Add – B Gifted Value Add - B			2018-2019 Goal Value Add – B Gifted Value Add - B		
		Reading			Reading		Reading			Reading		
		Grade 4	-3.84	NA	Grade 4	-2.0	Grade 4	-1.5	Grade 4	-1.0		
		Grade 5	2.32	NA	Grade 5	1.5 or >	Grade 5	1.5 or >	Grade 5	1.5 or >		
	Grade 6	2.35	NA	Grade 6	1.5 or	Grade 6	1.5	Grade 6	1.5 or			

					>		or >		>
	Grade 7	2.25	NA	Grade 7	1.5 or >	Grade 7	1.5 or >	Grade 7	1.5 or >
	Grade 8	1.09	NA	Grade 8	1.0 or >	Grade 8	1.0 or >	Grade 7	1.0 or >
	Math			Math		Math		Math	
	Grade 4	-0.60	NA	Grade 4	+0.01	Grade 4	+0.5	Grade 4	+1.0
	Grade 5	0.13	NA	Grade 5	0.5	Grade 5	0.75	Grade 5	1.0
	Grade 6	2.70	NA	Grade 6	1.5 or >	Grade 6	1.5 or >	Grade 6	1.5 or >
	Grade 7	1.16	NA	Grade 7	1.0 or >	Grade 7	1.0 or >	Grade 7	1.0 or >
	Grade 8	0.00	NA	Grade 8	0.25	Grade 8	.50	Grade 8	.75

Gap Closing	Annual Measurable Objectives (AMO)	2014-2015 Data		2015-2016 Data	2016-2017 Data		2017-2018 Data		2018-2019 Data	
		Reading		N/A	Reading		Reading		Reading	
		AS	96.5	N/A	AS	95 or >	AS	95 or >	AS	95 or >
		ED	NA	N/A	ED		ED		ED	
		W	95.6	N/A	W	95 or >	W	95 or >	W	95 or >
		Math			Math		Math		Math	
		AS	93.7	N/A	AS	93 or >	AS	93 or >	AS	93 or >
		ED	NA	N/A	ED		ED		ED	
		W	92.0	N/A	W	92 or >	W	92 or >	W	92 or >

	Measure	2014-2015 Data	2015-2016 Data	2016-2017 Goal	2017-2018 Goal	2018-2019 Goal
Graduation Rate	4 and 5 Year Graduation Rate	N/A	N/A	N/A	N/A	N/A

	Measure	2-14-2015 Data	2015-2016 Data	2016-2017 Goal	2017-2018 Goal	2018-2019 Goal
K-3 Literacy Improvement	% moving from not on track to on track	NR	NR	NR	NR	NR

	Measure	2014-2015 Data	2015-2016 Data	2016-2017 Goal	2017-2018 Goal	2018-2019 Goal
Prepared for Success	Component grade/% of students	N/A	N/A	N/A	N/A	N/A

	Measure	2014-2015 Data		2015-2016 Data	2016-2017 Goal		2017-2018 Goal		2018-2019 Goal	
Student Performance	Iowa Test of Basic Skills	Reading %>25th			Reading %>30th		Reading % > 35th		Reading %> 40th	
		Grade 3	99	NA	Grade 3	95 or >	Grade 3	95 or >	Grade 3	95 or >
		Grade 4	99	NA	Grade 4	95 or >	Grade 4	95 or >	Grade 4	95 or >
		Grade 5	99	NA	Grade 5	95 or >	Grade 5	95 or >	Grade 5	95 or >
		Grade 6	98	NA	Grade 6	95 or >	Grade 6	95 or >	Grade 6	95 or >
		Grade 7	99	NA	Grade 7	95 or >	Grade 7	95 or >	Grade 7	95 or >
		Grade 8	99	NA	Grade 8	95 or >	Grade 8	95 or >	Grade 8	95 or >
		Math% > 25th			Math% > 30th		Math % > 35th		Math% > 40th	
		Grade 4	99	NA	Grade 4	95 or >	Grade 4	95 or >	Grade 4	95 or >
		Grade 5	99	NA	Grade 5	95 or >	Grade 5	95 or >	Grade 5	95 or >
		Grade 6	98	NA	Grade 6	95 or >	Grade 6	95 or >	Grade 6	95 or >
		Grade 7	99	NA	Grade 7	95 or >	Grade 7	95 or >	Grade 7	95 or >
		Grade 8	97	NA	Grade 8	95 or	Grade 8	95 or	Grade 8	95 or

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Menlo Park Community Academy School—Non-Academic Performance Goals						
	Measure	2014-2015 Data	2015-2016 Data	2016-2017 Goal	2017-2018 Goal	2018-2019 Goal
Attendance	Attendance as reported through EMIS and assessed on the local report card	95.9	NA	95 or >	95 or >	95 or >
Parent Satisfaction	Parents have an opportunity to respond to a locally developed satisfaction survey	92%	NA	93% or >	93% or >	93% or >
Financial Performance	Financial performance will be measured by the school's record in producing auditable and compliant financial records as determined by ODE, ESCLEW, and the Auditor of State to produce on-time and accurate financial submissions.	100%	NA	95% or >	95% or >	95% or >
Financial Sustainability	Financial sustainability will be assured by meeting or exceeding enrollment projections	376	396	412	450	500

Governing Board Performance	Board members will maintain an 80% attendance rate at all regular meetings (as measured by approved meeting minutes)	80%	80%	80%	82%	84%
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