

**MODIFICATION NO. 14
TO OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)
AND
Constellation Schools: Westpark Community Elementary (“Governing Authority” or
“School”)**

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

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

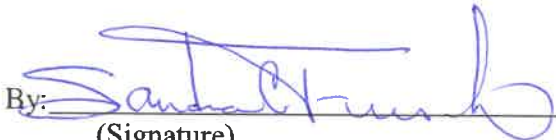
NOW THEREFORE, the parties modify the Contract as follows:

- 1. Article IV, Section 4.1.** In the first sentence of the section add “3313.6026,” “3319.318,” “3319.393,” and “5502.703” in the appropriate numerical order. The rest of Section 4.1 remains as originally written in the Contract.
- 2. Article IX, Section 9.7.**
 - a. In the first sentence of the section remove “two and a half percent (2.5%)” and insert “two point seventy-five percent (2.75%)” in its place.
 - b. In the first sentence of the second paragraph of the section remove “two and a half percent (2.5%)” and insert “two point seventy-five percent (2.75%)” in its place.
 - c. The rest of Section 9.7 remains as originally written in the Contract.
- 3. Article XI, Section 11.5.**
 - a. In the first sentence of the section remove “twelve (12)” and insert “thirteen (13)” in its place.
 - b. In the first sentence of the section remove “June 30, 2024” and insert “June 30, 2025” in its place.
 - c. The rest of Section 11.5 remains as originally written in the Contract.
- 4. Attachment 3.2** shall be replaced in its entirety with the attached.
- 5. Attachment 6.3** shall be replaced in its entirety with the attached.
- 6. Attachment 11.6** shall be replaced in its entirety with the attached.

[Signature on Following Page]

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

**Educational Service Center of
Lake Erie West**

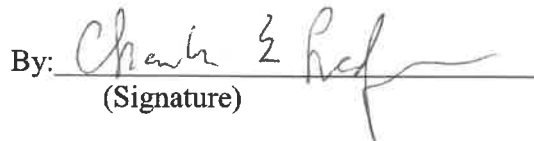
By: 
(Signature)

Its: Superintendent

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

Date: 1-24-2023

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

By: 
(Signature)

Its: President

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

Date: 1/17/22

ATTACHMENT 3.2

MANAGEMENT BY THIRD PARTY OPERATOR

1. Copy of Fully Executed Operator Contract

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

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

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



Constellation Schools LLC

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

MANAGEMENT AGREEMENT

This Agreement, made this **19th day of August, 2021** by and between **Constellation Schools LLC** (hereinafter referred to as "**CS**") and **Constellation Schools: Westpark Community Elementary** (hereinafter referred to as "**School**") (together, the "**Parties**") amends and revises the previously executed agreement and is for the purpose of setting forth the management and administration arrangement agreed to by the Parties with respect to the operation of the School.

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

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

NOW, THEREFORE, the parties agree as follows:

1. **CONTRACT TERM AND EARLY TERMINATION.** This Agreement, effective on the date stated above, shall be for a term that runs concurrently with the current term of the existing sponsor contract which remains in effect through June 30, 2023 and any extension thereof. Subject to the School being a party to a valid sponsorship agreement with an Ohio sponsor, this Agreement shall automatically renew for additional three (3) year term unless either party notifies the other in writing of its intention to renegotiate or terminate the Agreement at least one hundred and eighty (180) days prior to the expiration of the current Term. Either party may terminate or not renew this Agreement for material breach of the terms of this Agreement by prior written notice to the other, which must be received by the other party by January 10 of the year of termination or non-renewal, which shall be effective on June 30 of that year. Such notice shall detail all alleged material breaches of this Agreement justifying termination or non-renewal. The other party shall have thirty (30) day period to cure the reasons for termination. If the terminating or non-renewing party does not accept the cure provided, the Parties shall proceed to dispute resolution (as defined in Paragraph 15 below).
2. **SERVICES.** CS will provide business, financial, and other management services to the School during the term of this Agreement. Services to be provided by CS include:
 - a. CS will provide Superintendent, Treasurer, and Business Management Services;
 - b. Facilities management, including the coordination of all facility repairs and maintenances, cleaning services, grounds maintenance, proposed alterations, plans for future development, security planning and coordination of related contractor services;
 - c. Marketing and media relations;
 - d. Human Resources services, including recruitment of personnel, interviewing candidates, updating and revising position descriptions, preparing employment contracts, and conducting BCI/ FBI criminal background checks;
 - e. Centralized purchasing and inventory control;
 - f. EMIS reporting assistance;
 - g. Financial services, financial reporting and record-keeping, bookkeeping services, preparation of financial statements, monitoring banking relationships, obtaining annual tax return filings, obtaining annual audits, preparation and monitoring of budgets, developing and maintaining fiscal models consistent with an internal audit function, maintaining financial accounting policies and procedures, and any statutory duties set forth in the Ohio Revised Code;
 - h. Educational Services, including Curriculum Development evaluation and review, evaluation of student assessments and accountability systems, coordination of standardized testing, updating and revising policies and procedures, establishment of conflict resolution plan, coordination of consolidated local plan, development and maintenance of a viable technology plan, gifted plan, and special education plan, coordination of summer school and before/after school programs, and assisting with the breakfast and lunch program;

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

Notwithstanding the foregoing, the School hereby designates CS as its agent, and CS hereby accepts such appointment, to undertake, or cause to be undertaken, any demolition, acquisition, construction, and/or development necessary or desired by the School which is related to any property owned or leased by the school. Any capital expenditures relating to the foregoing appointment shall be approved in advance by the School's governing authority.

3. PERSONAL PROPERTY. All personal property of the School, including equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices, shall be listed in **Exhibit A**. Exhibit A shall indicate whether each item is owned by the School or by CS. Any personal property purchased by CS after February 1, 2016 with state funds paid to CS by the School as payment for services rendered for use in the operation of the School shall be the property of the School.
4. REAL PROPERTY. Any facility owned by CS or the School shall be detailed in **Exhibit B**, which will include a description of the ownership of the property and, if CS leases the property to the School, an addendum to the lease demonstrating that an independent professional in the real estate field has verified that, at the time the lease was agreed to, the lease was commercially reasonable. In the event that this Agreement is terminated, title to the real property shall be retained by whichever party holds the deed.
5. MANAGEMENT FEE. The School agrees to pay for the above services during the term, and any renewal thereof, a fixed fee equal to One Hundred Ninety-Two Thousand Five Hundred and 00/100 Dollars (\$192,500.00) (the "Fixed Fee") plus a sum equal to 6.25% of the 2022 fiscal year Foundation payment received by the School, as reported in the Monthly Community School Foundation Report (the "Percent Fee") (collectively, the "Total Fee"). Notwithstanding anything to the contrary in this Agreement, the Fixed Fee shall in no event be less than fifty percent (50%) of the Total Fee and the Percent Fee shall be capped, if necessary, by an amount sufficient to meet this requirement. The Total Fee shall be due and owed at the beginning of the term or any renewal thereof, as applicable. CS may draw upon the annual obligation periodically. In addition to the Total Fee, the School shall reimburse CS for all out-of-pocket expenses that it may incur in carrying out the above listed activities.
6. LIMITED GUARANTY OF SCHOOL'S LEASE REVENUE BONDS. CS has entered into a Guaranty Agreement dated as of March 1, 2014 (as it may be amended, the "Guaranty Agreement") relating to (a) \$29,980,000 Cleveland-Cuyahoga County Port Authority Tax-Exempt Refunding and Improvement Lease Revenue Bonds (Constellation Schools Project), Series 2014A (the "Series 2014A Bonds") and (b) \$810,000 Cleveland-Cuyahoga County Port Authority Taxable Lease Revenue Bonds (Constellation Schools Project), Series 2014B (the "Series 2014B Bonds"; and collectively with the Series 2014A Bonds, the "Series 2014 Bonds"); pursuant to which CS has guaranteed the prompt payment of the Series 2014 Bonds; provided, however, that such guarantee shall be limited to a maximum aggregate amount of \$2,206,000 (the "Guaranty Amount").

In any year in (i) which School fails to pay any debt service on the Series 2014 Bonds and CS is required to make a payment under its Guaranty not otherwise reimbursed or covered by other sources (a "Guaranty Payment") or (i) the School has inadequate cash flow to pay its debt service on the Series 2014 Bonds and CS is required to defer payment of any portion of its management fees owed by the School to CS under this Agreement (a "Deferred Fee"), the Parties agree that the School shall be obligated to reimburse CS for such Guaranty Payment (a "Reimbursement Obligation") or pay such Deferred Fee in accordance with this Section 6. Any Reimbursement Obligation or Deferred Fee shall be paid by School to CS on the earlier of (A) the end of the next fiscal year in which the School has sufficient funds available to make such payment or (B) five years after the original due date of the payment. Any Reimbursement Obligation or Deferred Fee shall accrue interest at a rate equal to the "prime rate" plus 2.0% as published in the Wall Street Journal, as it may be adjusted from time to time. CS agrees that any Reimbursement

Obligation or Deferred Fee arising in accordance with this paragraph shall not constitute a default by School under this Agreement; provided that CS shall have the right to terminate this Agreement without causing a breach.

It is the intention of the parties for this Agreement to comply with the management contract guidelines set forth in IRS Rev. Proc. 2017-13 and the parties agree that the obligations of the parties under this Section 6 shall be interpreted accordingly.

7. SECURITY DEPOSIT. The School has paid to CS a refundable security deposit in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00). The Security deposit shall be used to secure payment of any outstanding obligations upon termination of the Agreement.
8. REPORTS. CS will provide the School with reports, information, and documentation that the School deems necessary, and CS deems to be reasonable.
9. SERVICE PROVIDERS. CS will use its best efforts to locate service providers (i.e. independent contractors) necessary to carry out this Agreement, and in so doing CS shall comply with all state and federal laws relating to governing the engagement and assignment of such providers. Non-licensed/certificated personnel will be appropriately supervised.
10. INDEMNIFICATION. CS agrees to indemnify, defend and hold harmless the School from any loss, cost, expense, obligation, liability, fee, (including, but not limited to reasonable attorney fees) or other expenditures incurred by the School due to any claims, actions or lawsuits brought against the School as a result of (i) the performance of CS, its employees, agents, subcontractors, representatives and assigns (collectively, "CS's agents") pursuant to the terms of this Agreement; (ii) the negligence, recklessness or intentional misconduct of CS or CS's agents; or (iii) any breach of this agreement by CS or CS's agents. Likewise, the School agrees to indemnify, defend and hold harmless CS from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by the CS as a due to any claims, actions or lawsuits brought against CS as a result of (i) the performance of the School, its employees, agents, subcontractors, representatives and assigns (collectively, the "School's agents") pursuant to this Agreement; (ii) the negligence, recklessness or intentional misconduct of the School or the School's agents; or (iii) any breach of this Agreement by the School or the School's agents.

CS shall indemnify the School for financial losses up to the amount of the management fee specified in Section 5 herein in the event such losses occur as a direct result of the existence of a business or familial relationship between the governing authority of the School or any of its officers or employees and CS or any of CS' officers or employees, unless such position with the governing authority or the business relationship is created pursuant to the operating agreement itself.
11. ADDITIONAL SERVICES. Nothing herein prevents the School from contracting with CS for certain additional support services at rates negotiated between CS and the School on a fee for service basis, so long as such services are not part of the services performed under this Agreement.
12. EMPLOYMENT OF CS EMPLOYEES. The School shall not offer employment to any CS employee assigned to the School during the current academic year without the express written consent of CS. The School shall not employ or contract with any CS employee for a period of two (2) years after such person leaves CS, for any reason, without the written consent of CS.
13. NONDISCRIMINATION. Neither party to this Agreement will discriminate against any person on the basis of race, color, religion, disability, national origin, age, or sex.
14. SUCCESSION. This Agreement shall inure to the benefit of CS and the School, and their respective successors, and permitted assigns. CS may assign this Agreement at its discretion and the School may assign this Agreement with the prior written consent of CS.

15. THREAT TO SCHOOL'S TAX-EXEMPT STATUS; COMPLIANCE WITH IRS MANAGEMENT CONTRACT GUIDELINES; NO INCONSISTENT TAX POSITION.

(a) If School or its representative makes a reasonable determination that one or more terms of this Agreement threaten either (i) School's status as an organization described in Internal Revenue Code Section 501(c)(3) and exempt from federal income tax under Code Section 501(a); (ii) School's sponsorship contract; or (iii) compliance by this Agreement with the safe harbor conditions under which a management contract does not result in private business of property financed with tax exempt bonds under Section 141(b) of the Internal Revenue Code as set forth in IRS Rev. Proc. 2017-13 or any successor federal guidance, then the parties agree to renegotiate the problematic terms of this Agreement. If agreeable renegotiated terms cannot be reached within thirty (30) days of School providing CS with notice and an explanation of its determination pursuant to this Section, then either party may terminate this Agreement without breach.

(b) It is the intention of the parties for this Agreement to comply with the management contract guidelines set forth in IRS Rev. Proc. 2017-13. CS agrees that it will not take any tax position that is inconsistent with being a service provider to School with respect to the Services described in this Agreement. Without limiting the foregoing, CS agrees it will not claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to any of School's property.

16. NOTICES. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail to the last known address for the School, Attention: Board Chairman, and to the principal office of CS at 5730 Broadview Road, Parma, Ohio 44134, Attention: Board Chairman, respectively.

17. DISPUTE RESOLUTION. The Parties agree that each will make every good faith effort to resolve any and all disputes under this Agreement amicably before taking any legal action in court, including submitting to non-binding mediation. If a dispute is not settled between CS and the School, non-binding mediation shall take place by a mediator provided by the Ohio State Bar Association and acceptable to both Parties. Each party shall pay for its own attorney fees.

18. TIME IS OF THE ESSENCE. Time is of essence, and this Agreement. The Agreement is not effective until executed by each party.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and contract between the Parties. All prior representations or agreements that are not explicitly contained herein are null and void and of no effect.

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

CONSTELLATION SCHOOLS, LLC

By: 
Executive Director

Date: 8/19/2021

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

By: 
President

Date: 8/19/2021

EXHIBIT A

PERSONAL PROPERTY

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

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

EXHIBIT B

SCHOOL FACILITY REAL PROPERTY

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

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

ATTACHMENT 6.3 EDUCATIONAL PLAN

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

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

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

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

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

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

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

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

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

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

Constellation Schools: Westpark Community Elementary

6.3 Educational Plan

Focus, Mission, Philosophy, Goals, and Objectives of Curriculum

Constellation Schools: Westpark Community Elementary will maintain high student learning expectations and will employ teachers who are highly qualified in their teaching field as identified by the Ohio Department of Education.

Mission

Constellation Schools: Westpark Community Elementary provides every child an opportunity to obtain an excellent education built on a foundation of character education for life long success.

Vision

Constellation Schools will create an exceptional learning community characterized by high expectations and academic excellence.

Our students will be actively engaged life-long global learners and be responsible, compassionate involved world citizens.

Our families will support their children and school as important, welcomed members of our diverse learning community.

Our teachers will be inspiring, compassionate and committed to the success of every student.

Our leaders will provide superior service, resources, and support to engage the community and ensure the success of every student.

Our Board of Directors will guide our school in creating a culture of excellence that ensures the success of every student.

Values

We believe all children deserve an exceptional education in a safe, caring, nurturing environment.

We will create a student focused community of global learners where children excel, are responsible, ethical world citizens, prepared for success in career, college and life.

Characteristics of the Students

Constellation Schools: Westpark Community Elementary is made up of students from diverse backgrounds and are mostly from low-income communities.

In order to maintain consistent maximum enrollment, Constellation Schools: Westpark Community Elementary will execute marketing strategies that increase awareness of our school and partner with community agencies to provide services and identify potential families and children for enrollment.

Grades and Ages

The school serves students who are in grades K-4, ages 5 through 10.

Description of Curriculum

Constellation Schools: Westpark Community Elementary will use a competency-based educational program which is aligned with the Ohio's New Learning Standards in Social Studies, Science, ELA and Math. These standards will ensure that all students are prepared for the state-mandated tests and all other achievement tests that the state has implemented. The curriculum will be sequentially developed for grades seven and eight, with emphasis placed on mastery at grade level and special intervention for at risk students. The curriculum will include the following content areas:

- Language Arts
- Math
- Science
- Social Studies, including Citizenship
- The Arts
- Physical Education/Health & Safety
- Technology

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

Technology and computers play a significant part in the lives of children today, therefore, Constellation Schools: Westpark Community Elementary has adopted a comprehensive

Computer/Technology Education Curriculum, which is constantly monitored, evaluated and improved. A copy of the most current Technology Curriculum is available for review at the school or upon request.

Constellation Schools: Westpark Community Elementary has a curriculum map for all subject areas. Each map is aligned to the appropriate standards and curriculum resource. Recommendations for activities and assessments that support each standard are included on the curriculum maps. The maps were created with input from all teachers. The curriculum committee meets regularly to review materials and texts and makes recommendations for revisions based on staff feedback. The curriculum maps are available for review at the school or upon request.

ELA – Constellation Schools: Westpark Community Elementary has adopted Pearson Reading Street for Tier I instruction in grades K to 2. The Pearson Reading Street intervention kits for grades K to 2 will be used for Tier 2 and Tier 3 intervention and remediation. Grades 3-4 use Scholastic Storyworks.

Math- McGraw Hill My Math series is used for Tier I instruction in Math for grades K to 4. IXL Math, are all computer intervention programs for Tier 2 and Tier 3 interventions.

Social Studies - Savvas My World Interactive is used for all instruction of Social Studies.

Science – Savvas Interactive Science is used for all Science instruction in Grades K-4.

Physical Education/Health – SPARK curriculum is adopted for use in physical education instruction. Fitnessgram is used as the fitness measures for the State of Ohio wellness measures. McGraw Hill Health curriculum is used for grades K to 4.

Research-based Intervention Curriculum:

- Foundations A-Z
- Reading A to Z
- IXL Math and IXL ELA
- Small Group Guided Reading
- Small Group Guided Math

Constellation Schools: Westpark Community Elementary selected the above curriculum based on its alignment to Ohio's New Learning Standards in Science and Social Studies. A Curriculum committee has met with representatives from curriculum vendors and has evaluated each curriculum based on its alignment to standards and research-based outcomes.

Constellation Schools: Westpark Community Elementary will utilize Ohio's New Learning Standards to provide differentiated instruction to students and to meet the students at their levels. Ohio Academic Standards – Extended will be used to provide access to all curriculum areas through modifications of grade-level content standards that have been identified as having a disability when applicable.

Constellation Schools: Westpark Community Elementary works with the Education Program Coordinator, the Curriculum Program Coordinator, and Curriculum Committee to evaluate, review, and revise the curriculum to ensure alignment and Ohio's New Learning Standards.

Constellation Schools: Westpark Community Elementary's process for selecting new curriculum resources is based on teacher input. Each request for new curriculum will be evaluated and considered by the Curriculum Program Coordinator and Curriculum Committee to identify need, research-based outcomes, and alignment Ohio's New Learning Standards.

Constellation Schools: Westpark Community Elementary will evaluate whether the curriculum is successfully implemented and effective for all students with the assistance of the Education Program Coordinator, Curriculum Program Coordinator, Curriculum Committee, building principal, and instructional coach. Student Data and teacher feedback will be used as determination of specific curriculum strengths and weaknesses.

Instructional Delivery Methods

Constellation Schools: Westpark Community Elementary will employ a variety of instructional methods to ensure that the individual educational needs of all students are met, to maintain student interest, and to challenge all students to strive for academic excellence. Teaching students' skills in each curriculum area will be accomplished in single or multi-grade classrooms through the following, but not limited to, instructional techniques:

- self-contained classrooms
- small and large group instruction
- multi-age classrooms and/or flexible groupings
- grouping by subject interest
- ability grouping
- individualized instruction
- computer-based and/or assisted instruction
- cooperative learning
- distance learning
- independent study
- Direct Instruction
- field trips, guest speakers and special presentations
- volunteer and real life experiences
- departmentalization
- interdisciplinary teaming
- multi-media instruction
- a certificated teacher in each classroom, supplemented by aides, and specialty teachers where necessary and appropriate

Educational Program for Each Grade Served

Constellation Schools: Westpark Community Elementary has a curriculum map for all subject areas. Each map is aligned to the appropriate standards and curriculum resource. Recommendations for activities and assessments that support each standard are included on the

curriculum maps. The maps were created with input from all teachers. The curriculum committee meets regularly to review materials and texts and makes recommendations for revisions based on staff feedback. The curriculum maps are available for review at the school or upon request.

Evidence/Research of Viability of Curriculum

Constellation Schools: Westpark Community Elementary selected the all curriculum based on its alignment Ohio's New Learning Standards in Science and Social Studies. A Curriculum committee has met with representatives from curriculum vendors and has evaluated each curriculum based on its alignment to standards and research-based outcomes.

Classroom Based and Non Classroom Based

Classroom Based

All students will follow a weekly schedule consisting of classroom-based learning in math, science, social studies, English/language arts, music, art, physical education, technology, and character education. Classroom learning opportunities include whole group, small group, independent learning, cooperative learning groups, and technology-based learning (station rotation) as appropriate to the lesson and group of students being instructed. Technology – Students in grades second through eighth will be instructed using a one-to-one technology model that incorporates a station rotation. Google Apps for Education is used in all classrooms. Teachers will collaborate with Technology and Instructional coaches to incorporate instructional strategies that includes technology.

Formats

All activities are aligned to the content standards and relevance must be documented prior to approval and participation.

Constellation Schools: Westpark Community Elementary's BLT works with the TBT to select new learning opportunities.

All students follow the weekly schedule including all classroom and non-classroom learning opportunities. To measure effectiveness of these opportunities, a variety of assessments are used, as described in the Assessment Plan.

Non-classroom Based

Technology – Students in grades second through eighth will be instructed using a one to one technology model that incorporates a station rotation. Google Apps for Education is used in all classrooms. Teachers will collaborate with Technology and Instructional coaches to incorporate instructional strategies that includes technology.

Several times a year, students will be able to participate in special programs including Science Fair, Spelling Bee, holiday music programs, plays, and the Constellation Art & Music Show. Field Trips and guest speakers will be offered based on alignment to Ohio's New Learning Standards.

Tutoring will be implemented based on student needs. Instruction will align with common core standards and work to remediate and/or enrich student achievement.

Post-secondary and career planning are not applicable to the elementary setting.

Student Suspension/Expulsion Learning is aligned to our student suspension and expulsion board policy.

Internet or Independent Study is not applicable at this time.

Curriculum and Instruction

Alignment to all of Ohio's Learning Standards

Constellation Schools: Westpark Community Elementary will use a competency-based educational program which is aligned with the State of Ohio's Learning Standards in Social Studies and Science and Ohio's Learning Standards for ELA and Math. These standards will ensure that all students are prepared for the state-mandated tests and all other achievement tests that the state has implemented. The curriculum will be sequentially developed for grades Kindergarten to Four, with emphasis placed on mastery at grade level and special intervention for at risk students. The curriculum will include the following content areas: Language Arts, Math, Science, Social Studies, including Citizenship and Financial Literacy, The Arts, Physical Education/Health & Safety and Technology.

Scope of Curriculum

ELA – Constellation Schools: Westpark Community Elementary has adopted Pearson Reading Street for instruction in grades K to 2, Scholastic Storyworks in grade 3-4.

Math- McGraw Hill My Math series is used for instruction in Math for grades K to 4.

Social Studies - Savvas My World Interactive is used for all instruction of Social Studies for grades K to 4.

Science – Savvas Interactive Science is used for all Science instruction in Grades K-4.

Physical Education/Health – SPARK curriculum is adopted for use in physical education instruction. McGraw Hill Health curriculum is used for grades K to 4.

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

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

Curriculum resources that support instructional planning and the process used to develop the curriculum resources.

Constellation Schools: Westpark Community Elementary selected the above curriculum based on its alignment to Ohio's Learning Standards in ELA, Math, Science and Social Studies. A Curriculum committee has met with representatives from curriculum vendors and has evaluated each curriculum based on its alignment to standards and research-based outcomes. Westpark Community Elementary has a curriculum map for all subject areas. Each map is aligned to the appropriate standards and curriculum resource. Recommendations for activities and assessments that support each standard are included on the curriculum maps. The maps were created with input from all teachers. The curriculum committee meets regularly to review materials and texts and makes recommendations for revisions based on staff feedback. The curriculum maps are available for review at the school or upon request. Constellation Schools: Westpark Community Elementary works with the Curriculum Program Coordinator and Curriculum Committee to evaluate, review, and revise the curriculum to ensure alignment to Ohio's Learning Standards.

Constellation Schools: Westpark Community Elementary has a curriculum map for all subject areas. Each map is aligned to the appropriate standards and curriculum resource. Recommendations for activities and assessments that support each standard are included on the curriculum maps. The maps were created with input from all teachers. The curriculum committee meets regularly to review materials and texts and makes recommendations for revisions based on staff feedback. The curriculum maps are available for review at the school or upon request.

Constellation Schools: Westpark Community Elementary works with the Curriculum Program Coordinator and Curriculum Committee to evaluate, review, and revise the curriculum to ensure alignment to Ohio's Learning Standards.

Instructional materials that will be used in the classroom for Tier 1, Tier 2, and Tier 3 instruction/intervention.			
	TIER 1	TIER 2	TIER 3

Reading/ELA	<p>Pearson Reading Street Grades K-2; Storyworks grades 3-4;</p> <p>Newsela grades 3-4</p> <p>Grades 3-4 use Literature Trade Books as well</p>	<p>The Pearson Reading Street Intervention kits for grades K-2; IXL 3-4, Reading A-z, Foundations A-Z Raz Plus, IXL, are computer based intervention programs</p>	<p>Reading A-Z, Foundations A-Z, Raz Plus, IXL, are computer based intervention programs</p>
Math	<p>McGraw Hill My Math Series grades K-4</p>	<p>IXL, are computer based interventions programs</p>	<p>IXL, are computer based interventions programs</p>
Science	<p>Savvas Interactive Science</p>	<p>Savvas Interactive Science Intervention Program</p>	<p>Savvas Interactive Science Intervention Program</p>

Social Studies	Savvas My World Interactive	Savvas My World Interactive Intervention Practices grades K-4	Savvas My World Interactive Intervention Practices grades K-4
Behavior Management	Westpark Community Elementary PBIS Plan	Westpark Community Elementary PBIS Plan	Westpark Community Elementary PBIS Plan



2022 – 2023 Performance Framework Goals

Contract Attachment 11.6

School Name	Constellation Schools: Westpark Community Elementary
School IRN	132993
Building Principal/Leader	Jason Wilson, Principal
Board President	Charles Ledger
Start of Current Contract Date	07/01/2012
End of Current Contract Date	06/30/2024
Management Company, if any	Accel
School Mission	Constellation Schools provides every child an opportunity to obtain an excellent education built on a foundation of character education for life-long success.

Conversion Chart

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

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

A. ACADEMIC LOCAL REPORT CARD GOALS

A1. OVERALL RATING

The annual Local Report Card will show an **increase** in Overall School Rating from the previous published Local Report Card.

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

A2. ACHIEVEMENT COMPONENT

The annual Local Report Card will show an **increase** in the overall achievement component from the previous published Local Report Card.

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

A3. PERFORMANCE INDEX

The annual Local Report Card will show an **increase** in performance index points from the previous published Local Report Card.

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
ACTUAL	68.7	91.9	
RATING Met (1pt) Not Met (0pt)			

A4. PROGRESS COMPONENT

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

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
ACTUAL	NR	5 Stars	
RATING Met (1pt) Not Met (0pt)			

A5. GAP CLOSING COMPONENT

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

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
ACTUAL	NR	5 Stars	
RATING Met (1pt) Not Met (0pt)			

A6. CHRONIC ABSENTEEISM

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

OR

2. Meeting an improvement standard relative to the starting point of each school or district. Technical documentation for Chronic Absenteeism from ODE requires the following calculations be used:

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

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
ACTUAL	40.4%	40.3%	Goal 39.9%
RATING Met (1pt) Not Met (0pt)			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Phone calls and letters home, incentives for good attendance, meetings between parents and administrative team members to address specific issues, referral to and support from Constellation Management, compliance with all current required practices for students who are at-risk of being chronically absent. Parents are encouraged to use current electronic communication pathways and databases including ClassDOJO to engage in two-way conversations and check progress.

A7. GIFTED PERFORMANCE INDICATOR

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

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

A8. GRADUATION COMPONENT

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

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

A9. 4-YEAR GRADUATION RATE

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

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

A10. 5-YEAR GRADUATION RATE

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

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

A11. EARLY LITERACY COMPONENT

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

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
RATING Met (1pt) Not Met (0pt)	NR	2 Stars	

A12. PROFICIENCY IN THIRD GRADE READING

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

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
RATING Met (1pt) Not Met (0pt)	52.3%	66.7%	

A13. PROMOTION TO FOURTH GRADE

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

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
RATING Met (1pt) Not Met (0pt)	NR	83.0%	

A14. IMPROVING K–3 LITERACY

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

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
RATING Met (1pt) Not Met (0pt)	NA	36.8%	

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

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

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

A16. – POSITIVE BEHAVIOR INTERVENTION AND SUPPORTS

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

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

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

- Teachers implement Tier I interventions and incentives at the classroom level. These are supported by incentives from the administration on a regular basis. Students are rewarded with a charm system. Larger incentives are handed out periodically as needed.
- Monthly character traits are discussed on morning announcements each day as well as the character pledge.

A17. COMPARATIVE DATA FROM SIMILAR SCHOOLS

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

Year	2020 - 2021	2021 - 2022	2022 - 2023
GOAL			Westpark Community Elementary will perform higher or equal to Newton D. Baker in the Performance Index. Westpark Community Elementary will perform higher than or equal to Robinson G. Jones in Progress Component.
ACTUAL	NA	Met	
RATING Met (2pt) Not Met (0pt)			

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

	% POVERTY	% MINORITY	Performance Index	Progress Component
Westpark Community Elementary	56%	67%		
Newton D. Baker	100%	69%		X
Robinson G. Jones	100%	68%	X	

B. OTHER ACADEMIC MEASURE GOALS

B1. SUB - GROUP			
GOAL: Using the NWEA Reading assessment, 50% of students with disabilities will increase their RIT score by 10 points from fall to spring.			
Year(s)	2020 - 2021	2021- 2022	2022 - 2023
GOAL		Using the NWEA MAP, on average all Students with Disabilities will improve their overall Reading scores by 2 points from the fall assessment to the spring assessment.	Using the NWEA Reading assessment, 50% of students with disabilities will increase their RIT score by 10 points from fall to spring.
ACTUAL		65%	
RATING Met (1pt) Not Met (0pt)		Met	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<ul style="list-style-type: none"> ● Intervention Specialists will pull students with disabilities into small groups to work on goals and monitor progress. ● When possible, paraprofessionals will provide support to students within the classroom. ● TBT's will meet regularly to discuss how to make improvements and current student levels. ● Review of Winter NWEA MAP scores will take place after assessment to monitor progress. ● Multipoints of HQSD will be assessed to monitor student progress and current levels. 			

B2. READING			
GOAL: Using the NWEA assessment, 20% of students will meet or exceed their RIT goal from fall to spring.			
Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
ACTUAL		Met	
GOAL		Using NWEA MAP, on average all students will improve their overall reading score by 2 points from the fall test session to the spring test session.	Using the NWEA assessment, 20% of students will meet or exceed their RIT goal from fall to spring.
RATING Met (1pt) Not Met (0pt)			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<ul style="list-style-type: none"> Students will participate in fall, winter, and spring benchmarking. Data will be analyzed in the TBT meetings and then taken to the BLT meetings to evaluate efficacy of the program and support needed to ensure that students are making progress. Teachers will analyze data from ELA common assessments to reteach objectives that are not mastered during workshop and/or intervention periods. 			

B3. MATH			
GOAL: Using the NWEA assessment, 20% of students will meet or exceed their RIT goal from fall to spring.			
Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
GOAL		Using NWEA MAP, on average all students will improve their overall math score by 2 points from the fall test session to the spring test session.	Using the NWEA assessment, 20% of students will meet or exceed their RIT goal from fall to spring.
ACTUAL		Met	
RATING Met (1pt) Not Met (0pt)			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<ul style="list-style-type: none"> Students will participate in fall, winter, and spring benchmarking. Data will be analyzed in the TBT meetings and then taken to the BLT meetings to evaluate efficacy of the program and support needed to ensure that students are making progress. Teachers will analyze data from math common assessment results to reteach objectives that are not mastered during workshop and/or intervention periods. 			

B4. IMPROVING EARLY LITERACY			
GOAL: Using the NWEA assessment, 20% of students will meet or exceed their RIT goal from fall to spring.			
Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
GOAL	NA	Using the NWEA MAP, on average all students in K-2 will improve their overall scores by 3 points from the fall assessment to the spring assessment.	Using the NWEA assessment, 20% of students will meet or exceed their RIT goal from fall to spring.
ACTUAL	NA	Met	
RATING Met (1pt) Not Met (0pt)	NA		
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<ul style="list-style-type: none"> Students will participate in fall, winter, and spring benchmarking. Data will be analyzed in the TBT meetings and then taken to the BLT meetings to evaluate efficacy of the program and support needed to ensure that students are making progress. Teachers will analyze data from ELA common assessments to reteach objectives that are not mastered during workshop and/or intervention periods. 			

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

C. NON-ACADEMIC / ORGANIZATIONAL AND OPERATIONAL GOALS

C1 – MISSION STATEMENT	
State the School's Mission: Constellation Schools provides every child an opportunity to obtain an excellent education built on a foundation of character education for life-long success.	
Year	2022 - 2023
GOAL	The school's educators will discuss the monthly character trait on a daily basis and promote a positive culture and educational setting.
RATING Met (1pt) Not Met (0pt)	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY	
<ol style="list-style-type: none"> During daily announcements Mr. Wilson will discuss the Character Trait of the month as established by the PBIS team. The counselors have scheduled time with each classroom each week as part of the specials schedule. <ol style="list-style-type: none"> The school counselor discusses the monthly character trait and presents in lessons at appropriate age level. 	

C2 – PARENT SATISFACTION	
The goal in this area should focus on what form of feedback the school will solicit from parents/caregivers (survey, phone calls, in person meetings, etc.) and identify what the school will do with the feedback received. (Adjustments to programming, hold stakeholder meetings, discuss with administration, etc.)	
Year	2022 - 2023
GOAL	The school administrator will request parents complete a midyear and end of year survey. After each completed survey the Building Leadership Team will review results and begin to make changes or address common concerns currently and plan for the next year.
RATING Met (1pt) Not Met (0pt)	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY	
<ol style="list-style-type: none"> The school leadership team will offer an opportunity for parent feedback from parents prior to Winter Break. This will be done through a survey that will go out through electronic communication. The goal is to have as much participation from parents as possible. 	

C3 – GOVERNING AUTHORITY	
Goals for this standard must address the ability of the individual members and/or combined entity in increasing the efficiency and/or effectiveness of the board. This could include: attending professional developments; attendance rates at meetings; attendance rate at school functions; etc.	
Year	2022 - 2023
GOAL	In at least 4 out of 10 meetings for the 2022-2023 school year, 4 out of 5 board members will attend the monthly board meeting.
RATING Met (1pt) Not Met (0pt)	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY	
Required board meeting minutes will be kept with board member attendance.	

C4 – STUDENT DISCIPLINE				
House Bill 318 restricts the out of school suspensions (OSS) and expulsions for students in grades K – 3 grade for offenses that do not pose significant danger to school and student safety (as defined by Ohio law). <i>**Detailed documentation is required to determine if OSS meets the requirements of the law**</i> All students will be required to show a decrease in out-of-school suspensions (OSS) from the previous year.				
Year(s)	2021 - 2022		2022 - 2023	
GOAL	K-3	0	K-3	0
	4	0	4	≤ 3
ACTUAL	K-3	0	K-3	
	4	0	4	
RATING Met (1pt each grade level) Not Met (0pt)	K-3		K-3	
	4		4	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY				
Grades	Previous year's Actual OSS	This year's goal for OSS	Strategies to accomplish this goal	
K-3	0	0	-Use of PBIS initiatives -Use of restorative practices	
4-8	0	≤ 3	-Use of PBIS initiatives -Use of restorative practices	

D. LEGAL COMPLIANCE

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

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

E. FINANCIAL

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

E2– FINANCIAL SUSTAINABILITY	
Goals set for this standard must address 1. Student Enrollment (the actual number should be indicated); AND 2. Unrestricted Cash Reserve Balance (goal must have a minimum of 15 days).	
Year	2022- 2023
GOAL	Student Enrollment – Minimum of 210 students Days Cash Reserve – Minimum of 15 days
RATING Met (1pt) Not Met (0pt)	