

**MODIFICATION NO. 5
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 have entered into numerous modifications to the Contract; 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 not be denied unless the proposed board member is restricted from serving on the Board by any law, rule, or regulation, or by a conflict of interest, at the Sponsor's discretion. Notice of approval or disapproval will be provided to the Governing Authority within five (5) business days of the request. 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 five (5) 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. The School has entered into a contract for management or operation of the School and its curriculum and operations with **Constellation Schools**, and 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**. , Such approval shall not unreasonably be withheld, conditioned or delayed. 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, provided such issues are related to or affecting the School, its operation, or reputation. 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** shall be replaced in its entirety with the following:

“Commencement of School Operations. The School shall open for operation not later than September 30 of each school year, unless the mission of the School is solely to serve dropouts or unless Sponsor is rated exemplary for two or more consecutive years. If the School fails to open within eight (8) months after the execution of this Contract, this Contract may be deemed void in a writing sent by **Sponsor.**”

- 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 under and in accordance with 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. 3314.024, 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 shall be replaced in its entirety with the following:

"Fiscal Services. The School agrees that its fiscal officer shall be its Treasurer, **Thomas Babb**, contracted through the School's operator, **Constellation Schools**. The fiscal services agreement between the School and its fiscal officer is attached to this Contract as **Attachment 9.2**. If the School and the Sponsor have waived the requirement of employing or contracting with the fiscal officer, pursuant to R.C. 3314.011(D), the current resolution waiving this 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. Any changes made to

the fiscal officer or fiscal services agreement must be reported to the Sponsor within five (5) business days.

The School's fiscal officer shall complete training on an annual basis on public records and open meetings law. Any contract for fiscal services entered into or renewed after the execution of this Modification shall require the School's fiscal officer must be contractually obligated to assist in all regular, special, or final audits, closing procedures and requirements listed on Attachment 3.5.3 or under R.C. 3314.023, and all Ohio Department of Education rules and procedures, even if the School closes, is not renewed, suspended, or terminated."

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' shall mean written approval by the ESCLEW Governing Board, the ESCLEW Governing Authority President, Superintendent, or Community Schools Center Director 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 3.2** shall be replaced in its entirety with the attached.
25. **Attachment 3.5.3** shall be replaced in its entirety with the attached.
26. **Attachment 5.2** shall be added with the attached.
27. **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.
28. **Attachment 9.2** shall be replaced in its entirety with the attached.
29. **Attachment 9.3** shall be replaced in its entirety with the attached.
30. **Attachment 9.4** shall be replaced in its entirety with the attached.
31. **Attachment 11.6** shall be replaced in its entirety with the attached.

ALL OTHER SECTIONS, SUBSECTIONS, TERMS, OR PROVISIONS OF THE CONTRACT, AS THE SAME HAVE BEEN AMENDED, 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: 12-1-2016

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

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: 8-25-16

ATTACHMENT 3.2

MANAGEMENT BY THIRD PARTY OPERATOR

1. Copy of Fully Executed Operator Contract

NOTE: Check here [_____] 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 16th day of June 2016 by and between **Constellation Schools LLC** (hereinafter referred to as "**CS**") and **Constellation Schools: Westpark Community Elementary** (hereinafter referred to as "**the school**") 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 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 shall be for a term of one year commencing July 1, 2016 and ending June 30, 2017. Either party may terminate or not renew this Agreement for good cause by prior written notice to the other, received by the other by January 10 of the year of termination, which shall be effective on June 30 of that year. Such notice shall detail all reasons for good cause for termination, which shall be based on the requirements of this Agreement, and provide the other a 30-day period to cure the reasons for termination. If the terminating party does not accept the cure provided, if any, the parties shall meet to discuss or 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. CS will provide Superintendent, Treasurer, and Business Management Services. Services to be provided by CS include:
 - a. Facilities management, including the coordination of all facility issues relating to repair and maintenance, cleaning services, grounds maintenance, proposed alterations, plans for future development, security planning and coordination of related contractor services;
 - b. Marketing and media relations;
 - c. Human Resources services, including locating personnel, interviewing candidates, updating and revising position descriptions, preparing employment contracts, and BCI criminal background checks;
 - d. Centralized purchasing and inventory control;
 - e. EMIS reporting assistance;
 - f. Financial services, including 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;
 - g. 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;
 - h. 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).

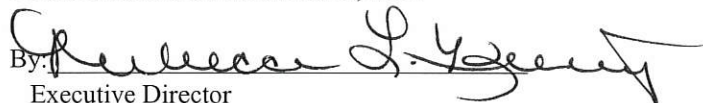
Notwithstanding the foregoing, the school hereby designates CS as its agent, and CS hereby accepts such appointment, to undertake, or cause to be undertaken, any demolition, acquisition, construction, and /or development necessary or desired by the school which is related to any property owned or leased by the school.

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 for use in the operation of the school, and which was purchased with state funds paid to CS by the school as payment for services rendered, 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.
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 Eighty Thousand and 00/100 Dollars (\$180,000.00) (the “Fixed Fee”) plus a sum equal to 6.25% of the 2017 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. 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.
7. REPORTS. CS will provide the school with reports, information, and documentation that the school deems necessary, and CS deems to be reasonable.
8. SERVICE PROVIDERS. CS will use its best efforts to locate the service providers, (i.e. independent contractors), necessary to carry out this contract and in so doing CS shall comply with all state and federal laws relating to, or governing the engagement and assignment of such providers under the Agreement. Non-licensed/certificated personnel will be appropriately supervised.
9. 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 as a result of 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 result of any claims, actions or lawsuits brought against CS as a result of the (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.

10. ADDITIONAL SERVICES. Nothing herein prevents the school from contracting with CS for certain 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.
11. 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 years after such person leaves CS, for any reason, without the written consent of CS.
12. NONDISCRIMINATION. Neither party to this Agreement will discriminate against any person on the basis of race, color, religion, disability, national origin, age, or sex.
13. SUCCESSION. This Agreement shall inure to the benefit of CS and the school, and their respective representatives, successors, and assigns.
14. 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, 5730 Broadview Road, Parma, Ohio 44134, Attention: Board Chairman, respectively.
15. 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.
16. TIME IS OF THE ESSENCE. Time is of essence, and this Agreement becomes null and void if it is not executed by both parties prior to July 31, 2016. The Agreement is not effective until executed by each party.
17. 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: 6/16/16

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

By: 
President

Date: 6/16/16

EXHIBIT A

PERSONAL PROPERTY

TO BE PROVIDED LATER

EXHIBIT B

SCHOOL FACILITY REAL PROPERTY

TO BE PROVIDED LATER

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.
	<p>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.</p> <p>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.</p>

	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	<p>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).</p> <p>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.</p> <p>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.</p>
	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	<p>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.</p> <p>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).</p>
Closure only	<p>37. <u>Public Charter School Program, if applicable.</u></p> <ul style="list-style-type: none"> 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.



Constellation Schools LLC

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

Facilities Plan

School: Constellation Schools; Westpark Community Elementary School

Location: 16210 Lorain Road, Cleveland OH 44111

Grades Served: K-4

Landlord: N/A

Annual Leasing Costs : N/A

Mortgage Costs: Annual Bond Debt Service including Fees and Reserves total \$569,997

Description of Facility:

The Westpark Community Elementary School Facility built in 1923 is a 3 story brick building 51,500 square foot in size. A 2.5 story addition was added to the existing structure in 2009, the Elementary school uses the multipurpose area of this new wing. The facility is located on 3.4 acres of land with asphalt paved parking in a residential and commercial area. The building is a steel and concrete frame with a flat rubberized roof surface. The school building houses 20 full classrooms with one multipurpose area that functions as a gymnasium and cafeteria. There are 4 small instructional classrooms. There is a main reception office, 2 administrative offices, a conference room and clinic. The original school building is heated through a hot water boiler throughout. The multipurpose room is heated and cooled through a rooftop HVAC unit. There floors are a combination of vinyl composition floor tile in the classrooms, hallways and multipurpose room and carpeting in the offices and some classrooms. There is a passenger elevator and a freight elevator located in the facility. The walls are painted block and wallboard. The building contains updated fire and security systems that meet all current codes. There are boys and girls restrooms in the basement and the first floor of the building. There are two staff restrooms and a staff lounge and prep room. There is a youth playground on the property.

Brian P. Preseren

Facilities Operations Manager

Constellation Schools, LLC

ATTACHMENT 6.3

EDUCATIONAL CURRICULUM

1. Curriculum Plan
 - a. Focus, mission, philosophy, goals, and objectives of curriculum
 - b. Characteristics of the students the School expects to attract, including ages and grades of students
 - c. Description of curriculum
 - d. Instructional delivery methods used
 - e. Educational program for each grade served
 - f. Evidence/research of viability of curriculum
 - g. Description of how curriculum aligns with Ohio Content Standards
2. Detailed description of preschool operation, if the School operates a preschool program that is licensed by the Ohio Department of Education under R.C. 3301.52 to 3301.59
3. Blended Learning Plan, if applicable
 - 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
4. Description of classroom-based and non-classroom-based learning opportunities and explanation of how the learning opportunity ties into curriculum and mission
 - a. Classroom-based
 - i. Description
 - ii. Format(s)
 - b. Non-classroom-based, including (if applicable):
 - i. Credit Flex or College Credit Plus
 - ii. Field Trips with academic enhancement component
 - iii. Tutoring
 - iv. Post-secondary enrollment
 - v. Career
 - vi. Learning on contingency days or while a student is suspended/expelled
 - vii. Internet or independent study
 - viii. Other

The Governing Authority 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)

6.3 Educational Curriculum

Curriculum 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.

Measurable SMART Goals

1. A minimum of 80% of all students in grades (K-4) will increase their RIT score in reading as demonstrated by the fall, winter, and spring MAP (Measures of Academic Progress) benchmark assessment.
2. A minimum of 80% of all students in grades (K-4) will increase their RIT score in Math as demonstrated by the fall, winter, and spring MAP (Measures of Academic Progress) Math benchmark assessment.
3. One Hundred Percent of all teachers will align their lessons to the Ohio's Next Generation of Learning Standards in science and social studies in order to adequately prepare students for the upcoming AIR assessments.
4. One hundred percent of all teachers will align their lessons to the Common Core Math and ELA Standards in order to adequately prepare students for the upcoming AIR assessments.
5. Students must demonstrate success of the State Board Physical Education Standards, as demonstrated by 100% of required students completing the Ohio Physical Education Assessment per grade level.
6. A minimum of 80% of all students (K-4) will meet their music Student Growth Measure, as demonstrated by SLO results.
7. One hundred percent of all teachers will integrate technology into their lessons and will prepare students for the advancing technological society.
8. LEP students will increase proficiency levels by 10% in both Reading and Math on the AIR assessments.

Characteristics of the Students

Enrollment Plan					
Grades	2015-16	2016-17	2017-18	2018-19	2019-20
	Number of Students				
Kindergarten	65	66	68	70	70
1 st Grade	55	63	65	68	70
2 nd Grade	71	60	65	68	70
3 rd Grade	59	72	72	70	70
4 th Grade	70	61	62	65	70
5 th Grade					
6 th Grade					
7 th Grade					
8 th Grade					
9 th Grade					
10 th Grade					
11 th Grade					
12 th Grade					
Total Enrollment	320	322	332	341	350
Classes Per Grade	3	3	3	3	3
Number of Students Per Class*	24: 1	24: 1	24: 1	24: 1	24: 1

*No classroom can exceed a ratio of (24) students to every (1) regular classroom teacher.

Constellation Schools: Westpark Community Elementary will keep enrollment to 2 classrooms per grade level with a student enrollment of 24 students in each classroom for a total of 48 students per grade level. Constellation Schools: Westpark Community Elementary will continue to enroll students in Kindergarten to Grade 4.

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.

English Language Learners

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

Low Performing Learners

Constellation Schools: Westpark Community Elementary will utilize the Response to Intervention process to identify low performing students. Students identified as low performing students in any given area will be provided with a research-based intervention to address their specific need. Students will be progress monitored in their area of need biweekly to measure growth and to determine next steps as outlined in our Response to Intervention.

Constellation Schools: Westpark Community Elementary is a school-wide Title One school. Each year, a needs assessment will be conducted to determine areas of weakness and a plan to target these areas will be developed. All Title One teachers are highly qualified in their area of instruction through the Ohio Department of Education.

Intervention services will be provided to low performing students based on need. Constellation Schools: Westpark Community Elementary will use both push in and pull out method of intervention.

Description of Curriculum

Constellation Schools: Westpark Community Elementary will use a competency-based educational program which is aligned with the State of Ohio's New Learning Standards in Social Studies and Science and Common Core 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 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 Harcourt Trophies for Tier I instruction in grades K to 4. The Harcourt Trophies intervention kits for grades K to 6 will be used for Tier 2 and Tier 3 intervention and remediation.

Math- McGraw Hill My Math series is used for Tier I instruction in Math for grades K to 4 IXL, FASTT Math, and Think

through Math are all computer intervention programs for Tier 2 and Tier 3 interventions.

Social Studies - Social Studies Alive (a computer based program) is used for all instruction of Social Studies in Grades K-4

Science – Ohio Science Fusion (a computer based program) 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:

- Think Through Math
- Headsprout
- FASTT Math
- Reading A to Z
- IXL Math
- Small Group Guided Reading
- Small Group Guided Math

Constellation Schools: Westpark Community Elementary selected the above curriculum based on its alignment to the Common Core and 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 the common Core and 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 Director, the Curriculum Manager, and Curriculum Committee to evaluate, review, and revise the curriculum to ensure alignment to Common Core 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 Education Director, Curriculum manager and Curriculum Committee to identify need, research-based outcomes, and alignment to the Common Core and 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 Director, Curriculum Manager, 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 student's skills in each curriculum area will be accomplished in single or multi-grade classrooms through the following 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 to the Common Core and 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

Description

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. 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 the Common Core and Ohio's New Learning Standards.

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 sixth 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 the Common Core and 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.

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.

Attachment 6.13 (Partial)

Field Trips – Attendance is taken before, during, and after each field trip by the classroom teacher attending the field trip

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

Science Fair, Spelling Bee, holiday music program, plays and the Constellation Art and Music Show – Attendance is taken by the Principal/Assistant Principal or Classroom teacher. Students are required to sign-in (sign in sheets are provided for each event).

Career Planning – The Guidance Counselor keeps records as well as the student's attendance is recorded in DASL/EMIS.

Post Secondary (College Credit Plus) - The Guidance Counselor keeps records as well as 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 Principal, Assistant Principal or Teacher.

ATTACHMENT 9.2

FISCAL SERVICES AGREEMENT

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

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

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

Constellation Schools: Westpark Community Elementary

RESOLUTION

At the Annual Meeting of the Board of Directors of Constellation Schools: Westpark Community Elementary ("School") held June 16, 2016, a quorum being present, the following resolution was duly enacted

WHEREAS, the School is an Ohio community school sponsored by the Education Service Center of Lake Erie West (Sponsor); and

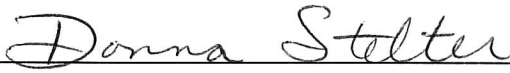
WHEREAS, the Governing Authority (Board) for the School has entered into a Management Agreement (Agreement) with Constellation Schools LLC (CS LLC) for the period July 1, 2016 through June 30, 2017; and

WHEREAS, the Agreement includes Treasurer Services be provided by CS LLC for the School;

WHEREAS, Thomas Babb, Chief Financial Officer of CS LLC, holds a valid Ohio School Treasurer License and a bond as required by Ohio law;

NOW THEREFORE BE IT RESOLVED by the Board of Directors of Constellation Schools: Westpark Community Elementary that Thomas Babb fill the role of Treasurer effective July 1, 2016 to fulfill the Treasurer Services being provided by CS LLC under the above referenced Agreement.

Adopted this 16th day of June, 2016



Secretary

Constellation Schools: Westpark Community Elementary

ATTACHMENT 9.3 FISCAL LICENSURE

1. Treasurer's License

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

STATE OF OHIO DEPARTMENT OF EDUCATION

5 Year School Treasurer School Treasurer License

Thomas F Babb

OH1363116

05/05/2015

07/01/2015 to 06/30/2020

THIS LICENSE AWARDED TO

EDUCATOR STATE ID

ISSUE DATE

EFFECTIVE DATES

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

Richard A. Ross

Superintendent of Public Instruction

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

Credential # 21123824

Employers may verify the validity of this credential by going to Educator Profile on the Ohio Department of Education's website at education.ohio.gov and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the

ATTACHMENT 9.4

FISCAL BOND

1. Treasurer's Bond

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



The Ohio Casualty Insurance Company

BOND

No. **3817895**

KNOW ALL MEN BY THESE PRESENTS:

That we Thomas F Babb of
3057 West 14th Street Cleveland Ohio 44113,

(Insert Full Name [top line] and Address [bottom line] of Principal)

as Principal and The Ohio Casualty Insurance Company, a corporation organized and existing under the
 laws of the State of Ohio, (hereinafter called the Surety, are held and firmly bound unto
State of Ohio f.b.o. Constellation Schools LLC

5730 Broadview Road Parma Ohio 44134

(Insert Full Name [top line] and Address [bottom line] of Obligor)

in the aggregate and non-cumulative penal sum of Four Hundred Thousand and 00/100
 (\$ 400,000.00) DOLLARS, for the payment of which, well and truly

to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
 presents.

WHEREAS, the said Principal has been elected or appointed to (or holds by operation of law) the office of
CFO / Treasurer

for a term beginning on July 19, 2006 and ending on Continuous

Now, therefore, the condition of this Obligation is such that if the said Principal shall well, truly and faithfully perform all official
 duties required by law of such official during the term aforesaid, then this obligation shall be void; otherwise it shall remain in full
 force and effect, subject to the following conditions:

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to
State of Ohio f.b.o. Constellation Schools LLC and
 this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the
 terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the
 Principal up to the date of such cancelation; and the Surety shall, upon surrender of this bond and its release from all liability
 hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from
 the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may
 be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be
 selected or designed by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any
 interest on said public moneys or funds, any law, decision, ordinance or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes,
 licenses, levies, assessments, etc., with the collection of which he may be chargeable by reason of his election or appointment as
 aforesaid.

SIGNED, SEALED and DATED

August 5, 2011

Thomas F Babb

The Ohio Casualty Insurance Company

By:

Orally A. Hale
 Attorney-in-Fact

OATH OF OFFICE

STATE OF OHIO

County of CUYAHOGA }

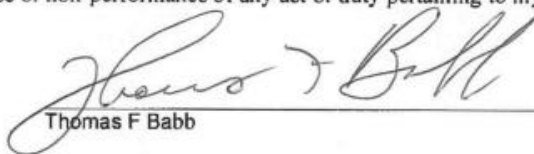
SS

I, Thomas F Babb

do solemnly swear (or affirm) that I will support, protect and defend the Constitution of The United States and the Constitution of the State of OHIO and that I will discharge the duties of my office of CFO / Treasurer

with fidelity; that I have not paid or contributed, or

promised to pay or contribute, either directly or indirectly, any money or other valuable thing to procure my nomination or election (or appointment), except for necessary and proper expenses expressly authorized by law; that I have not knowingly violated any election law of this State, or procured it to be done by others in my behalf; that I will not knowingly receive, directly or indirectly, any money or other valuable thing for the performance or non-performance of any act or duty pertaining to my office than the compensation allowed by law. So help me God.


Thomas F Babb

Sworn to and subscribed before me this 5th day of AUGUST, 2011

Maria Lapso
Exp: August 22, 2016
Notary Public

Principal: Thomas F Babb

POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

Agency Name: Chisholm & Assoc Ins Agency

Obligee: State of Ohio f.b.o. Constellation Schools LLC

Bond Number: 3817895

Know All Men by These Presents: THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company do hereby nominate, constitute and appoint: Jason P. Chisholm, Patricia K. Cowen, Frances L. Lyons, Dorothy A. Hale of Westlake, Ohio its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

Four Hundred Thousand Dollars And Zero Cents

\$400,000.00

excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon. And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Fairfield, OH, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 12th day of July, 2011.



STATE OF OHIO,
COUNTY OF BUTLER

Gregory W. Davenport Assistant Secretary

On this 12th day of July, 2011 before the subscriber, a Notary Public of the State of Washington, in and for the County of King, duly commissioned and qualified, came, Vice President of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Seattle, State of Washington, the day and year first above written.



Notary Public in and for County of King, State of Washington
My Commission expires December 9, 2013

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company at a meeting duly called and held on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 5th day of August 2011



David M. Carey Assistant Secretary

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.

School's Mission Statement	Westpark Elementary School creates and provides diverse, superior educational opportunities for a community of learners, built on a foundation of character education in a safe environment, ensuring the success and wellness of all children in our advancing technological society.					
	Measure	2014-15 Data	2015-16 Data	2016-17 Goal	2017-18 Goal	2018-19 Goal
Mission-Specific Goal	Data compiled in SWIS	0 suspensions or expulsions		During the 2016/2017 school year, Westpark Elementary will continue to support the revised Constellation mission statement through weekly character lessons and activities that address the following character traits; respect, responsibility, citizenship, compassion, fairness and cooperation, courage, honesty, sportsmanship, and loyalty. 85% of the students will improve as evidenced by improved grades on the behavior portion of students' report card.	During the 2017/18 school year, Westpark Elementary will continue to support the revised Constellation mission statement through weekly character lessons and activities that address the following characteristic traits; respect, responsibility, citizenship, compassion, fairness and cooperation, courage, honesty, sportsmanship, and loyalty. 90% of the students will improve as evidenced by improved grades on the behavior portion of students' report card.	During the 2018/19 school year, Westpark Elementary will continue to support the revised Constellation mission statement through weekly character lessons and activities that address the following characteristic traits; respect, responsibility, citizenship, compassion, fairness and cooperation, courage, honesty, sportsmanship, and loyalty. 93% of the students will improve as evidenced by improved grades on the behavior portion of students' report card.

Academic Performance Goals

Performance Area	Measure	2014-15 Data	2015-16 Data	2016-17 Goal	2017-18 Goal	2018-19 Goal
Achievement	Percentage and total number of proficiency level indicators met	80%; 4 out of 5		During the 2016/17 school year, Westpark Elementary will continue to maintain or increase our high level of student proficiency at each subject level and achieve an 80% passage rate or higher of indicators met on an annual basis.	During the 2017/18 school year, Westpark Elementary will continue to maintain or increase our high level of student proficiency at each subject level and achieve an 80% passage rate or higher of indicators met on an annual basis.	During the 2018/19 school year, Westpark Elementary will continue to maintain or increase our high level of student proficiency at each subject level and achieve an 80% passage rate or higher of indicators met on an annual basis.
	Performance index score and percent increase in each category (advanced, accelerated, proficient, etc.)	77.9% Perform. Adv. – -20.4 Acc. – +3.3 Prof. – +0.5 Lim. – -3.3 Basic - -11.6		During the 2016/17 school year Westpark Elementary will continue to increase our level of performance index rating Adv. – 11% Acc. – 23% Prof. – 39% Lim. – 10% Basic - 17%	During the 2017/18 school year Westpark Elementary will continue to increase our level of performance index rating until receiving a rating Adv. – 13% Acc. – 25% Prof. – 40% Lim. – 8% Basic - 15%	During the 2018/19 school year Westpark Elementary will continue to increase our level of performance index rating until receiving a rating Adv. – 15% Acc. – 27% Prof. – 42% Lim. – 6% Basic - 10%

Performance Area	Measure	2014-15 Data	2015-16 Data	2016-17 Goal	2017-18 Goal	2018-19 Goal
Progress	Value-added progress score, including subgroups	Overall – F Gifted – NR Lowest 20 – D Disabl. - NR		During the 2016/17 school year, Westpark Elementary will continue to maintain our high level of value added progress scores by improving one grade mark per year. Overall – D Lowest - D	During the 2017/18 school year, Westpark Elementary will continue to maintain our high level of value added progress scores by improving one grade mark per year. Overall – C Lowest - C	During the 2018/19 school year, Westpark Elementary will continue to maintain our high level of value added progress scores by improving one grade mark per year. Overall – B Lowest - B
Gap Closing	Annual measurable objectives (AMOs) percentages, including subgroup and subject	100%, A Reading Eco. Dis – 80.0 All Stud. – 78.9 White – 77.8 Math Eco.Dis. – 76.5 All Stud. – 73.2 White – 72.6		During the 2016/17 school year, Westpark Elementary will continue to maintain our high level of annual measurable objectives for gap closing. Reading Eco. Dis – 81.0 All Stud. – 79.9 White – 78.8 Math Eco. Dis. – 77.5 All Stud. – 74.2 White – 73.6	During the 2017/18 school year, Westpark Elementary will continue to maintain our high level of annual measurable objectives for gap closing. Reading Eco. Dis – 82.0 All Stud. – 80.9 White – 79.8 Math Eco. Dis. – 78.5 All Stud. – 75.2 White – 74.6	During the 2018/19 school year, Westpark Elementary will continue to maintain our high level of annual measurable objectives for gap closing. Reading Eco. Dis – 83.0 All Stud. – 81.9 White – 80.8 Math Eco. Dis. – 79.5 All Stud. – 76.2 White – 75.6
Graduation Rate	Four- and five-year graduation rates	N/A		N/A	N/A	N/A

Performance Area	Measure	2014-15 Data	2015-16 Data	2016-17 Goal	2017-18 Goal	2018-19 Goal
K-3 Literacy Improvement	Percentage of students moving from not on track to on track	K-1 - -22.2 1-2 - -13.4 2-3 - -4.1		During the 2016/17 school year, Westpark Elementary will increase our student achieving or exceeding targeted gains in grades K-3 of students on track to 95%.	During the 2017/18 school year, Westpark Elementary will increase our student achieving or exceeding targeted gains in grades K-3 of students on track to 95%.	During the 2018/19 school year, Westpark Elementary will increase our student achieving or exceeding targeted gains in grades K-3 of students on track to 95%.
Prepared for Success	Component grade and percentage of students participating across all six measured areas	Coming in 2016		N/A	N/A	N/A
Student Performance	NWEA MAP	N/A		During the 2016/17 school year, Westpark Elementary will use MAP benchmarking during fall and spring that will reflect 70% of our students achieving the norm score from fall to spring in both reading and math.	During the 2017/18 school year, Westpark Elementary will use MAP benchmarking during fall and spring that will reflect 72% of our students achieving the norm score from fall to spring in both reading and math.	During the 2018/19 school year, Westpark Elementary will use MAP benchmarking during fall and spring that will reflect 74% of our students achieving the norm score from fall to spring in both reading and math.

Non-Academic Performance Goals

Performance Area	Measure	2014-15 Data	2015-16 Data	2016-17 Goal	2017-18 Goal	2018-19 Goal
Attendance	Percentage as measured from yearly attendance	95.1%		The 2016/17 Westpark Elementary goal will be to continue to maintain a 93% student percentage attendance.	The 2017/18 Westpark Elementary goal will be to continue to maintain a 93% student percentage attendance.	The 2018/19 Westpark Elementary goal will be to continue to maintain a 93% student percentage attendance.
Parent Satisfaction	Annual parent satisfaction survey	93%		During the 2016/17 school year, Westpark Elementary will continue to maintain our 93% high-level of parent satisfaction measured and reported through annual parent satisfaction surveys taken in the fall of each school year.	During the 2017/18 school year, Westpark Elementary will continue to maintain our 93% high-level of parent satisfaction measured and reported through annual parent satisfaction surveys taken in the fall of each school year.	During the 2018/19 school year, Westpark Elementary will continue to maintain our 93% high-level of parent satisfaction measured and reported through annual parent satisfaction surveys taken in the fall of each school year.

Performance Area	Measure	2014-15 Data	2015-16 Data	2016-17 Goal	2017-18 Goal	2018-19 Goal
Financial Performance/ Sustainability	An annual outside independent audit			During the 2016/17 school year, Constellation will prepare monthly financial reports within 2 weeks of the end of each month, that are approved by the school board and filed with the sponsor. Prepare and submit all financial reports, budgets and statements required by the sponsor, state government and federal government in a timely and accurate manner. Conduct annual audits that are free of exceptions. Maintain and/or increase enrollment as needed to develop balanced budgets. Maintain a minimum of 90 days cash on hand. Follow purchasing policies approved by the board. Maintain property and liability insurance at levels required in the sponsor agreement.	During the 2017/18 school year, Constellation will prepare monthly financial reports within 2 weeks of the end of each month, that are approved by the school board and filed with the sponsor. Prepare and submit all financial reports, budgets and statements required by the sponsor, state government and federal government in a timely and accurate manner. Conduct annual audits that are free of exceptions. Maintain and/or increase enrollment as needed to develop balanced budgets. Maintain a minimum of 90 days cash on hand. Follow purchasing policies approved by the board. Maintain property and liability insurance at levels required in the sponsor agreement.	During the 2017/18 school year, Constellation will prepare monthly financial reports within 2 weeks of the end of each month, that are approved by the school board and filed with the sponsor. Prepare and submit all financial reports, budgets and statements required by the sponsor, state government and federal government in a timely and accurate manner. Conduct annual audits that are free of exceptions. Maintain and/or increase enrollment as needed to develop balanced budgets. Maintain a minimum of 90 days cash on hand. Follow purchasing policies approved by the board. Maintain property and liability insurance at levels required in the sponsor agreement.

Performance Area	Measure	2014-15 Data	2015-16 Data	2016-17 Goal	2017-18 Goal	2018-19 Goal
Governing Board Performance	Monthly Board Meetings			<p>During the 2016/2017 school year the board members will receive annual training as required by state law and the sponsor agreement. Board meetings will be held monthly with an attendance rate of 95% or better for board members. Each board member will participate in a minimum of three of the following:</p> <ul style="list-style-type: none"> a. Additional organizational committee b. Organizational Strategic Planning c. Attendance at a school sponsored event d. Accompany school sponsor during their school visit e. School site visit when school in session – coordinated with Principal f. Attendance at a National or State Charter School Conference 	<p>During the 2017/2018 school year the board members will receive annual training as required by state law and the sponsor agreement. Board meetings will be held monthly with an attendance rate of 95% or better for board members. Each board member will participate in a minimum of three of the following:</p> <ul style="list-style-type: none"> a. Additional organizational committee b. Organizational Strategic Planning c. Attendance at a school sponsored event d. Accompany school sponsor during their school visit e. School site visit when school in session – coordinated with Principal f. Attendance at a National or State Charter School Conference 	<p>During the 2018/2019 school year the board members will receive annual training as required by state law and the sponsor agreement. Board meetings will be held monthly with an attendance rate of 95% or better for board members. Each board member will participate in a minimum of three of the following:</p> <ul style="list-style-type: none"> a. Additional organizational committee b. Organizational Strategic Planning c. Attendance at a school sponsored event d. Accompany school sponsor during their school visit e. School site visit when school in session – coordinated with Principal f. Attendance at a National or State Charter School Conference