

MODIFICATION NO. 12
TO OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)
AND
Constellation Schools: Westpark Community Elementary (“Governing Authority” or
“School”)

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

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

NOW THEREFORE, the parties modify the Contract as follows:

1. Article IV, Section 4.1.

- a. In the first sentence of the section add “3302.037,” “3313.669,” “3313.6610,” “3313.6025,” “3313.6026,” “3319.077,” “3319.078,” “3319.318,” “3319.393,” “3323.251,” and “5502.262” in the appropriate numerical order. The rest of Section 4.1 remains as originally written in the Contract.
- b. In the first sentence of the section insert as a new explanatory clause “(unless the School is an internet- or computer-based community school that does not qualify for a dropout prevention and recovery report card, in which case the School must comply with 3314.261)” after “3321.191.”
- c. In the first sentence of the section remove from the section the statutory citation to “3313.536.”
- d. The rest of Section 4.1 remains as originally written in the Contract.

2. Article VI, Section 6.4. At the end of the first sentence, “provided however, parents of students who enter ninth grade for the first time in the 2022-2023 school year may elect not to have a nationally standardized assessment administered to that student.” The rest of Section 6.4 remains as originally written in the Contract.

3. Article VI, Section 6.13. Insert the following paragraph at the end of the section:

If the School operates a an internet- or computer-based community school that does not qualify as a dropout prevention and recovery school, the School shall adopt an attendance policy in accordance with R.C. 3314.261, which shall detail: (1) the classroom-based and nonclassroom-based “instructional activities” that a student is expected to complete, participate in, or attend during the school day; and (2) certain consequences, including disenrollment from

the School, if a student fails to participate in instructional activities.

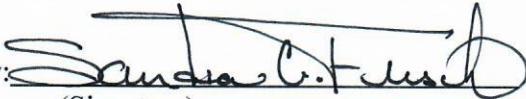
The rest of Section 6.13 remains as originally written in the Contract.

4. **Article VII, Section 7.3.** Insert the phrase “and 2021-2022” after “2020-2021” in the start of the second paragraph. The rest of Section 7.3 remains as originally written in the Contract.
5. **Article XI, Section 11.5.**
 - a. In the first sentence of the section remove “eleven (11)” and insert “twelve (12)” in its place.
 - b. In the first sentence of the section remove “June 30, 2023” and insert “June 30, 2024” in its place.
 - c. The rest of Section 11.5 remains as originally written in the Contract.
6. **Attachment 3.2** shall be replaced in its entirety with the attached.
7. **Attachment 3.4** shall be replaced in its entirety with the attached.
8. **Attachment 9.2** shall be replaced in its entirety with the attached.
9. **Attachment 9.3** shall be replaced in its entirety with the attached.
10. **Attachment 9.4** shall be replaced in its entirety with the attached.
11. **Attachment 11.6** shall be replaced in its entirety with the attached.

[SIGNATURES ON FOLLOWING PAGE]

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

**Educational Service Center of
Lake Erie West**

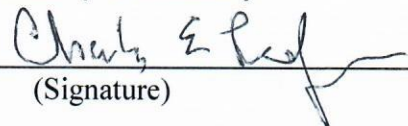
By: 
(Signature)

Its: Superintendent

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

Date: 1-19-2022

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

By: 
(Signature)

Its: President

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

Date: 10/21/21

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

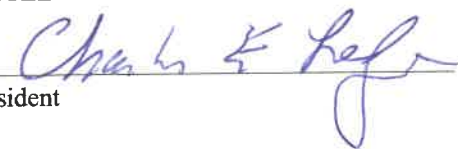
This Agreement may only be modified in a writing executed by each party hereto.

CONSTELLATION SCHOOLS, LLC

By: 
Executive Director

Date: 8/19/2021

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

By: 
President

Date: 8/19/2021

EXHIBIT A

PERSONAL PROPERTY

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

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

EXHIBIT B

SCHOOL FACILITY REAL PROPERTY

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

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

Community School: School Suspension and/or School Closing Procedures

Effective date: July 1, 2010

Updated: July 2021

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

Statutory Requirement for Closure

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

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

Suspension Statute

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

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

Overview

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

Note:

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

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

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

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

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

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

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

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

The Suspension and Closing Assurance Form
is updated quarterly until all activities are complete.
The narrative and step-by-step technical assistance document is
provided to assist sponsors in meeting their responsibilities
when one of their schools suspends operations or closes is
provided below on pages 5-15.

Additional Resource

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

Submission Instructions

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

Submit the (1) Suspension and Closing Assurance Reports and the (2) completed Suspension and Closing Assurance Form with its Certification tab by uploading the files to Epicenter following the process below:

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

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

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

Records

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

Student Records

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

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

Staff Records

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

Administrative/Financial Records

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

Record Retention

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

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

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

Please note:

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

Instructions: Completing All Required Suspension/Closing tasks:

Section A: Initial Notifications

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

4. Notify STRS and SERS that the school is being suspended or closed.

- a. Notify the Ohio State Teachers Retirement System and School Employees Retirement System
- b. Ensure STRS and SERS contributions are current and request a final reconciliation.
 - i. In the case of mid-year suspension or closure, notify retirement systems within five days of the suspension or closure notice.
 - ii. For any other case, notify retirement systems no later than May 1.

Section B: Timeline of suspension or closure process

1. Provide an estimated timeline of the suspension or closure process that includes all information contained in the suspension and closure procedures.

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

Section C: Parent Notification

1. Notification to parents of community school suspension or closure

- a. Notify parents that the school is suspending or closing through a formal letter from the school Governing Authority within 24 hours of action in the case of mid-year suspension or closure; no later than March 1 in the case of nonrenewal under ORC 3314.07(B); and in any other case, notify parents no later than April 15. The letter must include but not be limited to the reason for the suspension or closing of the school, sponsor contact information, options for enrolling in another community school, traditional school or nonpublic schools and contact information.

2. Provide each parent with the location that the child's records are being delivered to.

- a. The notification must include, but not be limited to: address and phone number, department and contacts for the resident districts to where the records are being delivered to.

3. Provide each parent with the contact information of the school's sponsor.

- a. The notification must include the contact information of the school's sponsor.

4. Information meeting regarding educational options for students

- a. Notify parents of an informational meeting, the school will present education options to students for enrolling in another community school, traditional school or nonpublic schools.
- b. Convene parents and/or guardians to discuss the school enrollment process for the regional district. If possible, representatives from the school, sponsor, resident districts, and/or community schools should be present to answer questions primarily of the school choice/enrollment for the next year.

Section D: Staff Notification

1. Notify the teachers and staff that the school is suspended or closing.

- a. In the case of a mid-year suspension or closure, notify teachers and staff that the school is suspending or closing through a formal letter from the school Governing Authority within 24 hours of the action. The letter must include but not be limited to the reason for the suspension or closing of the school, and, if applicable the status of appeals or legal action. Additionally, in the case of a mid-year suspension or

closure, provide a second notification to the teachers and staff no later than 7 days after initial notice. The letter must include, 1) plans to assist students in finding new schools; 2) date of last salary check, 3) instructions on filing for unemployment benefits, 4) date of termination of employees' benefits, 5) last day of work, 6) description of any assistance the school will provide to faculty and staff to find new positions, and 7) information on where the suspension or closure plan, procedures and timeline can be found.

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

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

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

3. Clarify COBRA benefits and when medical benefits end.

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

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

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

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

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

6. Provide sponsor contact information to all staff.

- a. See item D1 above and include in the letter to teachers and staff must the sponsor contact information.

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

- a. In the case of mid-year suspension or closure provide each Resident Educator with documentation that

their Resident Educator program information is current within 5 days of action.

- i. In the case of non-renewal under 3314.07(B), provide documentation no later than April 1.
- ii. In all other cases, ensure the resident education program documentation is current no later April 15.

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

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

Section F: Student Records

Student records include but are not limited to: documents normally found in permanent record folders that are necessary for these reviews and audits, include attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, particularly for students enrolled in grades 9-12 and for graduates of the school; proof of residency documents that identify a student's home district; two reports, one with names and SSID numbers, and one with SSID numbers only; special education folders; and other such information that may be maintained and kept in a student permanent record folder.

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

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

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

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

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

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

1. Compile List of Creditors and Debtors.

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

2. Notification to all Creditors

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

3. Notification to all Debtors

- a. Contact all debtors and request payment.
 - i. If collection efforts are unsuccessful, consider turning the debt over to a commercial debt collection agency.

- ii. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.

4. Notification to vendors and termination of contracts

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

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

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

6. Terminate Operator (EMO/CMO) Agreement

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

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

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

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

9. Preparation of year-end financial statements

- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must review and prepare the itemized financials (subject to revision based on Auditor of State's final audit) to include year-end financial statements, notes to the financial statements and federal awards, if applicable. These financials should include the following items:

- i. Cash analysis (taking the previous month's recap and reconciliation of bank accounts to books) for determination of the cash balance as of the closing date.
- ii. List of investments in paper (hard copy) format.
- iii. List of all payables and indicate when a check to pay the liability clears the bank.
- iv. List of all unused checks (collect and void all unused checks).
- v. List of any petty cash.
- vi. List of bank accounts, closing the accounts once all transactions are cleared.
- vii. List of all payroll reports including taxes, retirement, or adjustments on employee contract.
- viii. Lists of all accounts receivable.
- ix. List of assets and their disposition.

10. Establish approved order of Vendors to be Paid.

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

Section H: Disposition of Assets

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

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

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

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

3. Separate identification of Federal assets purchased with PCSP funds

- a. The following are the responsibility of the community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority.
 - i. Public Charter School Program assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the Public Charter School Program. If there are no takers, then an auction sale must be held to dispose of the assets along with the state-funded assets.
 - ii. After the above steps have been taken, any remaining assets may be offered to any public-school district with documented board resolutions by the community school and the accepting district.
 - iii. Provide the Office of Community Schools with a written report of the property and, if available, a bill of sale. Completion within 30 days of closure.

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

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

5. Establish Fair Market Value

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

6. Designation of Individual with legal authority for payment processing

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

7. Board approved Disposition plan for assets

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

8. Notification of Public Auction

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must notify the Office of Community Schools and then the public media (print, media, radio) of the date, time, and location of the asset and/or property disposition auction. Notification shall take place within 30 days' notice of suspension or closure.

9. Board resolution for assets transferred to another public school at no cost.

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

10. Identify any Ohio Facilities Construction Commission guarantees

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

11. Notify the Ohio Facilities Construction Commission of the closure

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

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

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

13. Prepare documentation on the sale of assets.

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

Section I: Final Payments and Adjustments

1. Final Payments to All Vendors

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

2. Completion of Final Audit

- a. Submission of the final audit report as presented by the Ohio Auditor of State's Office.

3. Send Remaining Funds to ODE

- a. Send all the remaining portion of funds to the Ohio Department of Education, Office of Budget and School Funding for final disposition.

4. Close all Bank Accounts.

- a. Treasurer shall direct all bank accounts to be formally closed.
 - i. Remaining checks shall be destroyed.

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

1. **Sponsors provide quarterly reports** on the progress made of all suspension and closing procedures.
 - a. Submit this progress report via Epicenter by July 1, July 15 for newly suspended or closed schools, Oct. 1, Jan. 1, and April 1 until suspension or closure process is complete.
2. **The governing authority adopts a resolution to dissolve the school** and indicates to whom the school assets purchased with nonpublic funds will be distributed to after all creditors have been paid.
 - a. The governing authority adopts a resolution to dissolve the school and indicates to whom the school assets purchased with nonpublic funds will be distributed to after all creditors have been paid.
 - b. Unless otherwise provided in the bylaws, the members (if any), or board, vote on the resolution to dissolve.
 - c. A nonprofit corporation is dissolved upon the effective date of its articles of dissolution.
 - d. Consult with the school's attorney for further details.
3. **After the resolution to dissolve is authorized, dissolve the corporation** by delivering to the Secretary of State for filing articles of dissolution setting forth:
 - a. Name of the nonprofit corporation.
 - b. Address of the nonprofit corporation's principal office.
 - c. Date dissolution was authorized.
 - d. If dissolution was authorized by the directors, a statement to that effect.
 - e. If dissolution was approved by the members, a statement of the number of votes cast for the proposal to dissolve.
 - f. Additional information as the Secretary of State determines is necessary or appropriate.
4. **Notify IRS** of the closing of the school and/or dissolution of nonprofit corporation.

Section	Item #	Action Item	Required Action for Suspension/Closure	Responsible Party (provide name of responsible party)	Suggested Evidence to Demonstrate Compliance during Audit or FTE Review	Applicable (Y/N)	If "Not Applicable"; justification is required	Estimated Dates of Completion	Completion Date	Notes
A. Initial Notifications	1	Notify the Office of Community Schools (OCS) that the school is being suspended or closing, nonrenewed under 3314.07(B) or for other cause or the school has taken action to initiate suspension or closure within required timelines.	Suspension, Closure, Nonrenewal	Sponsor	Board Resolution, email to OCS, email to AOS, and submission to Epicenter					
	2	Notify the Area Coordinator's office to schedule the student enrollment/FTE review.	Suspension, Closure, Nonrenewal	School fiscal officer, governing authority (GA) or sponsor in absence of GA.	Email to Area Coordinator					
	3	Notify the resident districts of students enrolled in the school, and the Auditor of State's Office [CommunitySchoolQuestions@ohioauditor.gov] of the school being suspended, closed or non-renewed and include the effective date of the suspension or closure.	Suspension, Closure, Nonrenewal	GA or sponsor in absence of GA.	Official Closing Letter from Governing Authority or sponsor in absence of governing authority.					
	4	Notify STRS and SERS that the school is being suspended or closed	Suspension, Closure, Nonrenewal	GA or sponsor in absence of GA.	Emails to STRS and SERS					
B. Timeline of suspension or closure process	1	An estimated timeline of the suspension or closure process that includes all information contained in the suspension or closure procedures. Submission of the first quarterly suspension and closing assurances template with Column I (Estimated Dates of Completion) filled out can serve as the detailed written timeline required for this action item.	Suspension, Closure, Nonrenewal	GA or sponsor in absence of GA.	Estimated timeline for suspension or closure, submission to Epicenter					
C. Parent Notification	1	Notify parents of the suspension or closure of the school. Notices, information for requesting or obtaining student records, student report cards, contacts for staff assistance and general questions should be available on the school website.	Suspension, Closure and Nonrenewal	GA or sponsor in absence of GA.	Parent Letter					
	2	Provide each parent with the location that the child's records are being delivered to.	Suspension, Closure, Nonrenewal	School GA, administration and/or sponsor	Parent Letter					
	3	Provide sponsor contact information to all parents.	Suspension, Closure, Nonrenewal	Sponsor, school GA.	Parent Letter					
	4	Information meeting re: educational options for students.	Suspension, Closure, Nonrenewal	Sponsor, school GA.	Parent Letter; school's website					
D. Staff Notification	1.	Notify the teachers and staff that the school is suspended or closing.	Suspension, Closure, Nonrenewal	Community school GA, school administration or sponsor in the absence of the treasurer.	Staff Letter					
	2.	Notify teachers and staff that STRS and SERS contributions are current.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Staff Letter					
	3.	Clarify COBRA benefits and when medical benefits end.	Suspension, Closure, Nonrenewal	Treasurer/fiscal officer or sponsor in the absence of the treasurer.	Staff Letter					
	4.	Notify staff of the obligation to continue instruction through the date of suspension or closure.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Staff Letter					
	5.	Ensure each faculty member's LPDC information is current and available to the teacher.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Documentation provided to faculty members regarding their LPDC information					
	6.	Provide sponsor contact information to all staff.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Staff Letter					
	7.	Ensure all Resident Educator program documentation is current and available to affected teachers.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Documentation provided to Resident Educators					
E. Secure the records, property and assets	1.	Take control of and secure all school records, property and assets immediately when the school is suspended or closes.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	None					
F. Student Records	1	Review organization of student records and transcripts to ensure records will be ready for delivery.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	None					
	2	Scan all currently enrolled student records and provide a listing by residential district. If scanning is not an option, make a copy of currently enrolled student records.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Scan or copy of the list of current students, in alphabetical order by district of residence					
	3	Organize all withdrawn student files by district.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Scan or copy of the list of all withdrawn students by district of residence					
	4	Organize all SPED files by district	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Scan or copy of the list of all SPED students by district of residence					
	5	If the school has graduated students, compile a list of the names and dates of all graduates and retain that list.	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	Copy of the list of all graduate students by district					
	6	Have all available IEP, enrollment and attendance records available for the completion of the FTE closure review.	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	None					

	7	Completion of student enrollment/FTE review	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	Final FTE report						
	8	Deliver the original student records to each student's district of residence within seven business days of the school's suspension or closure (ORC Section 3314.44). Provide sponsor with updated list indicating the delivery information within 24 hours of delivery.	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	Delivery receipts						
	9.	Deliver the original SPED student records to each student's district of residence and obtain signed delivery receipt. Provide sponsor with updated list indicating the delivery information within 24 hours of delivery.	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	Delivery receipts						
	10	Deliver the student records of all withdrawn and graduates to each student's district of residence and obtain signed delivery receipt. Provide sponsor with updated list indicating the delivery information within 24 hours of delivery.	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	Delivery receipts						
G. Financial records review and notifications	1	List all creditors and debtors	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Full listing of AP's and AR's						
	2	Notice to creditors	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	None						
	3	Notice to debtors	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	None						
	4	Notice to vendors	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	None						
	5	Budget/cashflow review	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	June 30 bank reconciliation						
	6	Terminate operator agreements	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Signed termination letter						
	7	Notice to private funders	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	None						
	8	Report all required data in EMIS.	Suspension and Closure	School administration, governing authority or sponsor in the absence of GA.	None						
	9	Year-end financial statements, notes to the financial statements and, if applicable, schedule of federal awards.	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Hinkle submission						
	10	Establish approved order of vendors to be paid	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Copy of vendor list and order						
H. Disposition of assets for either state or federal funds:	1	Provide a comprehensive Asset listing for the school by fund.	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Asset list with values						
	2	For all federal program purchases that have a value of \$5,000 or greater, complete all required actions.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Asset list with values						
	3	Disposition of assets purchased using Public Charter School Program grant funding.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Asset list with values						
	4	Liquidation of cafeteria equipment purchased with NSLP funds	Closure Only	Administration/treasurer or sponsor in absence of GA.	Asset list with values						
	5.	Establish the fair market (initial and amortized) value of assets following generally accepted business rules and in a transparent manner.	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Asset list with values						
	6.	Identify staff having the legal authority to implement payment processes.	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Board resolution						
	7	Establish disposition plan for any remaining items.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Board resolution						
	8	Notification of public auction for asset/ property disposition.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Copy of notice						
	9	Provide board resolutions and minutes of any assets transferred at no cost to another school	Closure Only	Administration/treasurer or sponsor in absence of GA.	Board resolution						
	10	Identify any Ohio Facilities Construction Commission guarantees, if applicable.	Closure Only	Administration/treasurer or sponsor in absence of GA.	None						
	11	Notify the Ohio Facilities Construction Commission of the closure.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Email to SFC						
	12.	Offer real property acquired from public district back to district at fair market value.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Copy of offer letter						
	13.	Prepare documentation on sale of assets	Closure Only	Administration/treasurer or sponsor in absence of GA.	Copy of sale receipts						
I. Final Payments and Adjustments	1.	Receive any funds or adjustments credited to the account of the closed school; and determine payments to all vendors.	Closure	Administration/treasurer or sponsor in absence of GA.	Email confirmation from treasurer						
	2.	Completion of final audit	Closure	Administration/treasurer or sponsor in absence of GA.	Copy of final audit						
	3.	Send all or the remaining portion of funds to the Ohio Department of Education	Closure	Administration/treasurer or sponsor in absence of GA.	Receipt from the Department						
	4.	Close all bank accounts	Closure	Administration/treasurer or sponsor in absence of GA.	Copy of confirmation						
J. Quarterly reports	1	As a reminder, sponsors must provide quarterly reports on the progress made on all suspension or closing procedures and submit this progress report through Epicenter by April 1, July 1, Oct. 1, Jan. 1 until suspension or closure process is complete. Final submission of suspension and closing assurance form shall be submitted to the Office of Community Schools no later than 14 days after suspension and closure process is completed.	Suspension and closure	Sponsor	Epicenter submission				July 1 April 1 October 1 January 1	July 1 April 1 October 1 January 1	

Dissolve the community school	2	a) The governing authority adopts a resolution to dissolve that indicates to whom the school assets purchased with nonpublic funds will be distributed after all creditors have been paid; b) Unless otherwise provided in the bylaws, the members (if any), or board, vote on the resolution to dissolve. A nonprofit corporation is dissolved upon the effective date of its articles of dissolution. (C.R.S. 7-134-103); c) Consult with school's attorney for further details.	Closure	Governing Authority	Copy of resolution					
Notify Secretary of State's Office	3	After the resolution to dissolve is authorized, dissolve the corporation by delivering to the Secretary of State for filing articles of dissolution setting forth: a) The name of the nonprofit corporation; b) The address of the nonprofit corporation's principal office; c) The date dissolution was authorized; d) If dissolution was authorized by the directors, a statement to that effect; e) If dissolution was approved by the members, a statement of the number of votes cast for the proposal to dissolve; and f) Such additional information as the Secretary of State determines is necessary or appropriate.	Closure	Governing Authority	Copy of notice to SOS					
Notify IRS	4	Notify IRS of the closing of the school and/or dissolution of nonprofit corporation.	Closure	Governing Authority	Copy of notice					

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 to a fiscal services agreement must be reported in writing to the Sponsor within five (5) business days.



FISCAL OFFICER AGREEMENT

This Fiscal Officer Agreement (the "Agreement") is entered into, by and between **Constellation Schools: Westpark Community Elementary** ("School") an Ohio not for Profit Corporation and **Massa Financial Solutions, LLC** ("Massa" or "Contractor"), an Ohio limited liability company whose principal office address is **219 E. Maple St., Suite 202, North Canton, Ohio 44720**.

RECITALS

WHEREAS, the School is in need of Fiscal Officer to manage and oversee the financial operations of the School. The appointment of a Fiscal Officer is required by Section 3314.011 of the Ohio Revised Code.

WHEREAS, Contractor is engaged in the practice of financial and related services for charter ("community") schools in the State of Ohio; and

WHEREAS, the School desires to hire Contractor to supervise, consult, and otherwise perform all the responsibilities inherent to the role of Fiscal Officer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS & CONDITIONS

Contracting Period and Transition Period

This agreement shall be for a period of 2 years, commencing August 14, 2021 through June 30, 2023. Upon the expiration of the term, this agreement shall be renewed automatically for renewal terms in the duration of one (1) year unless terminated by either party providing ninety (90) days written notice of intention not to renew. Upon termination of this agreement, Contractor agrees to provide reasonable services to the School throughout the transition period, however, such transitions period shall not exceed 60 days. Contractor shall be compensated by the School at the rate set forth in the List of Services for services rendered during this transition period.

Contracting Services and Relationship

Services

During the Contracting Period, Contractor shall provide to the School the services set forth in the List of Services attached, as well any related responsibilities and duties as may be assigned by the School and agreed to by Contractor (collectively, the "Services"). It is expected that Contractor shall be available to provide the Services to the School at such times as may be reasonably requested by the School and mutually agreed to by Contractor. Contractor shall use his best efforts to perform faithfully and efficiently the Services assigned under this Agreement. At all times under the terms of this agreement, the School shall provide Contractor with access to all data determined by the Contractor to be required to render the Services. Such access shall be provided by the School to the Contractor in a timely manner, not unreasonably withheld, and at no charge to the Contractor.

Relationship

Contractor shall be an independent contractor, and not an employee of the School, within the meaning of all federal, state and local laws and regulations governing employment insurance, workers' compensation, industrial accident, labor and taxes. The School shall not be liable for employment or withholding taxes respecting Contractor. Contractor shall not, by reason of this Agreement, acquire any benefits, privileges or rights under any benefit plan operated by the School for the benefit of their employees, including, without limitation, (i) any pension or profit-sharing plans or (ii) any plans, coverages or benefits providing worker's compensation, medical, dental, disability or life insurance protection. Contractor agrees and acknowledges that Contractor is not authorized to enter into any contract or assume any obligation on behalf of the School without the prior written consent of the School. All of the acknowledgements and restrictions set forth in this Section 2(b) shall equally apply to anyone Contractor has engaged to perform any portion of the Services.

Bonding

Contractor shall execute a Public Official Bond in the name of the School payable to the State of Ohio in the amount of \$25,000, or higher if required by the Governing Authority. Bond shall meet all requirements set forth in Ohio Administrative Code Section 117-6-07 and any other requirements that may be set forth by Statute or the Auditor of State. Placement of bond shall be at the expense of the School.

Compensation

In consideration for Contractor's full and timely performance of the Services set forth in the List of Services throughout the Contracting Period, the School shall pay Contractor the sum of **\$15,000** annually or **\$1,250** per month. Installments shall be due on the 1st of

each month in advance of Services to be rendered. All payments shall be mailed to the Contractor's address as reflected in the signature block of this agreement. Such amounts shall be payable monthly and paid on the 1st of each month in advance of Services to be rendered. Contractor agrees to complete and return to the School a W-9 as a condition of receiving timely payment. In addition to the foregoing, reasonable expenses incurred by the Contractor within the scope of performing services are included within the scope of this agreement (e.g. mileage) However, if any extraordinary costs are required to be incurred by the Contractor as part of delivering reasonable services to the School, the School shall also reimburse Contractor for such costs provided these costs were pre-approved in writing.

Events of Termination

Cessation/Death/Incapacity

This Agreement shall terminate automatically upon the cessation of business of Contractor or upon the death or incapacity of Contractor.

Breach

This Agreement may be terminated by the non-breaching party upon a breach of a material term or condition of this Agreement by the other party, which breach is not subsequently cured within five (5) days from written notice from the non-breaching party.

Obligations upon Termination

Upon termination of this Agreement pursuant to Section 4: (i) neither Contractor nor the School shall have any further obligations under this Agreement, except for the obligation to pay Contractor for any unpaid Services rendered and any approved and unpaid expenses incurred prior to the termination, as well as any obligations under Sections 5 through 10 of this Agreement; (ii) Contractor shall return all the School equipment, Work Product and Confidential Information within five (5) days at the School's expense; (iii) Contractor shall have no obligation to perform any of the normal services described in the List of Services during the transition period other than those needed to achieve an orderly transition.

Ownership ,

"Work Product" shall mean all deliverables and all intermediate and partial versions thereof, and all documentation, analysis, flowcharts, notes, outlines, formulas, processes, ideas, inventions, know-how or techniques, and any other information, or materials generated by Contractor in the performance of the Services. Contractor acknowledges that all Work Product is work made for hire and is the property of the School, including any copyrights, trademarks, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for

hire, Contractor hereby assigns to the School all of Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Work Product.

Confidential Information

Contractor agrees to keep secret and to not disclose any of the terms of this Agreement to any third parties, with the limited exception of disclosures to Contractor's accountant or legal counsel. Additionally, it is mutually recognized that the business of the School and the nature of the Contractor will perform will permit Contractor access to certain "confidential information" of the School and persons and entities with whom the School conducts business or from whom the School obtains information. As used in this Agreement, "information" shall mean any information or knowledge, including matters of a technical nature such as studies, research projects, development plans and matter of a business nature, such as lists, customer requirements and other data not available to the public. During and after the Contracting Period, Contractor shall not disclose or appropriate any information for Contractor's own use or for the use of any third parties.

Successors

This Agreement is personal to Contractor and shall not be assignable by Contractor without the prior written consent of the School which consent may be withheld in The School's sole discretion.

This Agreement may be transferred or assigned by the School, to a parent, subsidiary, successor, or affiliate entity without Contractor's consent.

This Agreement shall inure to the benefit of the School and its successors or assigns.

Miscellaneous

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to principles of conflict of laws. Any litigation under this Agreement shall be filed and pursued in the Stark County Court of Common Pleas, Stark County, Ohio. Both parties expressly consent to the jurisdiction of such courts.

(b) This Agreement and any List of Services attached hereto may not be amended or modified otherwise than by a written agreement executed by the parties hereto.

(c) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed and sent to the party's address as set forth in the first paragraph of this Agreement or to such other address as either party shall have furnished to the other in accordance herewith. Notices and communications shall be effective when actually received by the addressee.

(d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may be executed in counterparts that together shall constitute a single agreement.

(e) The failure of the School or Contractor at any time to enforce performance by School or Contractor of any provisions of this Agreement shall in no way affect the School's or Contractor's rights thereafter to enforce same, nor shall the waiver by the School or Contractor of any breach of any provision hereof be held to be a waiver of any other breach of the same or any other provision.

(f) Contractor shall indemnify, defend and hold harmless the School and its officers, directors, agents and employees, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to Contractor's performance of his obligations hereunder or that results from the negligent or willful acts of Contractor, including, but not limited to acts of omissions of Contractor or anyone Contractor has engaged to perform any portion of the Services, or any claim for withholding or other taxes that might arise or be imposed due to this Agreement or the performance of Services hereunder.

(g) The School shall indemnify, defend and hold harmless Contractor and his heirs and successors from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) that might arise or be imposed due to the School's breach of its obligations under this Agreement or that is a result of the School's negligent or willful conduct.

(h) The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. The parties acknowledge and agree that this Agreement has been negotiated by the parties, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against either party.

(i) Contractor acknowledges and agrees that during the performance of the Services, he will not violate any of the School's work rules and policies. Contractor agrees that he will not harm the School's equipment, property or inventory (other than ordinary wear and tear), and shall not interfere with the School's business operations.

[Go to next page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Fiscal Officer Agreement as of the date set forth in the first paragraph above.

MASSA FINANCIAL SOLUTIONS, LLC



C. David Massa, Owner
219 E. Maple Street
Suite 202
North Canton, Ohio 44720
Tel: (330) 515-0572
E-mail: dave@massasolutionsllc.com



Board President
Constellation Schools: Westpark Community Elementary

Attachment A: List of Services



List of Services

1. Assist in the development, implementation and maintenance of the fiscal policies and procedures for the School and the Governing Authority in accordance with professional accounting standards;
2. Maintain financial stability in internal fiscal controls and systems to assure compliance with established standards, policies and procedures;
3. Provide recommendations to the School and Governing Authority of alternative fiscal practices or plans which would result in additional revenue, decreased expenditures and financial efficiency;
4. Provide technical advice or assistance regarding fiscal matters, policies, procedures and computerized accounting systems;
5. Secure a Public Official Bond on behalf of the School and maintain credentials required by the State of Ohio to hold the position of Fiscal Officer;
6. Maintain all financial records in accordance with Generally Accepted Accounting Principles (GAAP);
7. Ensure that all transactions are coded utilizing the State of Ohio Chart of Accounts and maintain ability to file reports on a cash-basis where required (EMIS Period H);
8. Maintain accurate general ledger and all their financial records; Prepare financial and statistical reports as requested by the School Administrator and the Governing Authority;
9. Assist in preparation, monitoring, and revision of Annual Budget for the School. Present comparison of actual results to budget at all regular meetings of the Governing Authority;
10. Assist in the preparation, revision, and submission of the School's Five-Year Forecast and ODE Budget in accordance with Section 5705.391 of the Ohio Revised Code;
11. Monitor and comply with all financial requirements imposed on the School through Sponsor Contracts and if applicable, management agreements;

List of Services (continued)

12. Communicate with the Ohio Department of Education and the Auditor of the State of Ohio, among other funding agencies, to ensure sufficient funds are available for program operation and to assist in the execution of fund transfers;
13. Review and approve financial status reports and funding reimbursement requests; Ensure the reports are reconciled to the general ledger, verify supporting documentation and submit to funding agencies in a timely manner;
14. Responsible for working with appropriate School personnel to complete, submit, and Fiscal Approve the "Consolidated" application (Title 1, IDEA and Title IIA) in the Comprehensive Continuous Improvement Plan (CCIP). This service would also extend to any other Federal programs that the School participates in through the CCIP.
15. Responsible for all financial reporting and cash draw down requests for federal and state allocations made to the School;
16. Responsible for working with the School to annually submit the School's Sponsor application for meal reimbursement in a timely manner. Also, with the cooperation of the School, responsible for the submission of reimbursement claims thru the State CRRS.net site.
17. Prepare monthly unaudited financial statements and other financial reports (as requested) for presentation to the School Administrator and Governing Authority at special and regular meetings of the Governing Authority;
18. Submit monthly financials to the School's sponsor in a timely manner;
19. Attend Board meetings to present financial reports to Board of Directors;
20. Review and approve bank reconciliations on a monthly basis, verifying balances are reconciled to the general ledger;
21. Review and approve bi-weekly (or semi-monthly) payroll reports generated by payroll provider prior to generation of paychecks; Ensure that quarterly tax returns are prepared and timely reconciled to the general ledger; Review Form W-2s prepared by payroll provider and distribute to employees;
22. Review Accounts Payable records for accuracy of funding source, general ledger account coding and verify the supporting documents are attached, including those indicating approval;

List of Services (continued)

23. On an annual basis, prepare Form 1099-MISC on behalf of the School and distribute to qualifying parties;
24. Ensure compliance with purchasing procedures maintain current inventory list, enter items are tagged as purchased or obtained;
25. Maintain appropriate depreciation schedules for capitalized assets;
26. If so desired, provide orientation, training, and staff development to the Governing Authority on financial stability and accountability of all program activities, internal fiscal controls in accordance with professional accounting standards, maintenance of accurate financial records, and compliance with reporting requirements;
27. Annually review service contracts, leases, maintenance agreements, vehicle insurance, commercial insurance and workers' compensation insurance, requesting bids if necessary;
28. Coordinate and act as the liaison between the Governing Authority, School, and Auditor of State of Ohio or their designee during the annual audit process. Prepare all schedules and compile all information as required for annual and interim audits by the Auditor of the State of Ohio;
29. Complete and submit Annual Hinkle Filing Requirement and complete public notice requirement on behalf of the School;
30. On an annual basis, prepare and file Form 990, "Return of Organization Exempt from Income Tax" on behalf of the School;
31. In the event of a School closure, MFS will assist the School in fulfilling its obligations as outlined in the "ODE Closing Assurances and Procedures Document."
32. Other financial duties as requested by the Governing Authority;
33. At all times, deliver superior service in a courteous and professional manner.

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

DAVID MASSA

THIS LICENSE AWARDED TO

OH3014246

EDUCATOR STATE ID

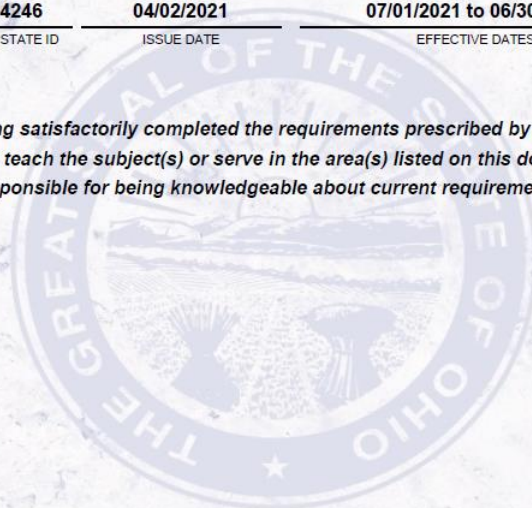
04/02/2021

ISSUE DATE

07/01/2021 to 06/30/2026

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.



Pasol DeMuniz

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 3319.36.

Credential # 21965653

Employers may verify this credential by going to Educator Profile on 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 official record of educator credential history.

ATTACHMENT 9.4
FISCAL BOND OR POOLED INSURANCE

1. Treasurer's Bond or Insurance Policy Declaration Page

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

Public
Official
Bond

Westfield Insurance Company

Bond Number: BND171643M

Westfield Insurance®

1 Park Circle, Westfield Center, Ohio 44251-5001

KNOW ALL MEN BY THESE PRESENTS, That we Christopher D. Massa (on behalf of Westpark Community Elementary) of 463 Heather Circle NE North Canton, OH 44720 in the State of OH as Principal, and Westfield Insurance Company, incorporated under the laws of the State of Ohio, and authorized to become sole surety on bonds in the State of Ohio as Surety, are held and firmly bound unto State of Ohio in the State of Ohio in the penal sum of Twenty Five Thousand (\$ 25,000.00) Dollars lawful money of the United States, 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.

SIGNED AND SEALED this 23rd day of August, 2021.

WHEREAS, the said Christopher D. Massa (on behalf of Westpark Community Elementary) has been duly appointed to the office of Fiscal Officer for a definite term, beginning on 08/14/2021, and ending on 08/14/2024.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Christopher D. Massa (on behalf of Westpark Community Elementary) shall, during the aforesaid term, faithfully and truly perform all duties of their office and shall pay over and account for all funds coming into their hands by virtue of their said office of Fiscal Officer as required by law, then this obligation to be void; otherwise to be and remain in full force and virtue.

THIS BOND is executed and delivered to be effective only upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

If the Surety shall so elect this bond may be canceled by giving thirty (30) days notice in writing to the State of Ohio 88 East Broad Street, Fifth Floor Columbus, OH 43215 and this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable for all or any act or acts covered by this bond, which may have been committed by the Principal up to the effective date of such cancellation, subject to the terms, conditions and provisions of this bond.

IN WITNESS WHEREOF, the said Principal has hereunto set their hand and seal, and the said Westfield Insurance Company has executed these presents to be signed by its Attorney-in-Fact, the day and year first above written.

Signed and sealed in the presence of

Christopher D. Massa (on behalf of Westpark Community Elementary) Principal

Westfield Insurance Company

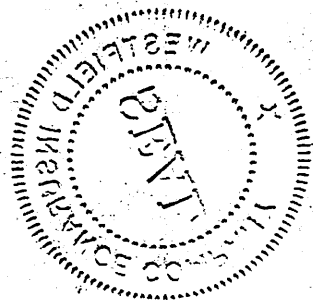
By

Jody Maibach

Attorney-in-Fact

SS:





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COUNTY OF _____
STATE OF _____

Before me, this _____ day of _____,
_____, personally appeared the
said _____, to me known and known to
me to be the individual described in and who executed the foregoing bond, and ___he acknowledged to me that he
executed the same.

Notary Public

APPROVAL

The within bond is approved by _____
as to the amount and sureties thereof, this _____ day of _____.

OATH

THE STATE OF _____ ss:
COUNTY OF _____

Before me _____
within and for the county aforesaid, on this _____ day of _____
_____, personally appeared _____
and made solemn oath that ___he will support the constitution of the United States and the constitution of the
State of _____, and that he will faithfully discharge the duties of h_____ office as _____

Witness _____ Signed _____

POWER NO: 34-0858

Power of Attorney

Westfield Insurance Company

CERTIFIED COPY

1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Know All Men by These Presents, That **Westfield Insurance Company**, a corporation, hereinafter referred to individually as a "Company" duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Jody Maibach** of **Wadsworth** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their name, place and stead, to execute, acknowledge and deliver

Bond Number: **BND 171643M**

Principal Name: **Christopher D. Massa (on behalf of Westpark Communit**

Obligee Name: **State of Ohio**

Bond Penalty: \$ **25,000.00**

and to bind the Company thereby as fully and to the same extent as if such bond was signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the **Westfield Insurance Company**

"**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

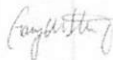
The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof,

Westfield Insurance Company

has caused these presents to be signed by their **Senior Executive** and their corporate seal to be hereto affixed this **17th** day of **December 2019**.



By: **Gary W. Stumper, National Surety Leader and Senior Executive**

Affixed -
Corporate
Seal



CERTIFICATE

I, **Frank Carrino**, Secretary of the **Westfield Insurance Company**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **23rd** day of **August**, A.D. **2021**



By: **Frank Carrino, Secretary**


State of Ohio
County of Medina ss:

On this **17th** day of **December**, A.D., **2019**, before me personally came **Gary W. Stumper**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of **Westfield Insurance Company** the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss:

By: 
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)



Performance Framework Goals

School Name	Constellation Schools: Westpark Community Elementary
School IRN	132993
Building Principal / Leader	Jason Wilson, Principal
Board President	Charles Ledger
Start of Current Contract Date	07/01/2012
End of Current Contract Date	06/30/2023
Management Company, if any	Constellation Schools, LLC
School Mission	Constellation Schools provides every child an opportunity to obtain an excellent education built on a foundation of character education for life-long success.

2021 – 2022 Performance Framework Goals

<p>Goal: based on the published data from the 2020 – 2021 LRC, the goal must be written with the following guidelines;</p> <ul style="list-style-type: none"> • If current chronic absenteeism rate is 36.7% or higher the goal will indicate a 1.1% improvement • If current chronic absenteeism rate is lower than 36.7%, the goal will indicate a 3% improvement 			
Year(s)	2019 - 2020	2020 - 2021	2021 - 2022
GOAL	20.0%	10.4%	39.3%
ACTUAL	11.6%	40.4%	
RATING Not Met (0pt) Met (1pt)	MET	Not Met	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<p>Phone calls and letters home, incentives for good attendance, meetings between parents and administrative team members to address specific issues, referral to and support from Constellation Management, compliance with all current required practices for students who are at-risk of being chronically absent. Parents are encouraged to use current electronic communication pathways and databases including ClassDOJO to engage in two-way conversations and check progress.</p>			

A2 – PERFORMANCE INDEX			
<p>The annual Local Report Card will show an increase in performance index points (out of 120) from the 2020 – 2021 LRC or the most current published LRC data, if no data is available for the 2020 – 2021 school year.</p>			
Year(s)	2019 - 2020	2020 - 2021	2021 - 2022
ACTUAL	68.8	68.7	
RATING Not Met (0pt) Met (1pt)	NA		
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<p>Evaluation of the goal will be determined by the review of the 2021 – 2022 Local Report Card published in the fall of 2022.</p>			

A3 – INDICATORS MET

2021 – 2022 Performance Framework Goals

The annual Local Report Card will show an increase in indicators met from the 2020 – 2021 LRC or the most current published LRC data, if no data is available for the 2020 – 2021 school year.			
Year(s)	2019 - 2020	2020 - 2021	2021 - 2022
ACTUAL	NA	0 Of 0 Met	
RATING Not Met (0pt) Met (1pt)	NA		
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
Evaluation of the goal will be determined by the review of the 2021 – 2022 Local Report Card published in the fall of 2022.			

A4 – GIFTED DATA			
The annual Local Report Card will show an increase in gifted performance index or gifted value-added met from the 2020 – 2021 LRC or the most current published LRC data, if no data is available for the 2020 – 2021 school year.			
Year(s)	2019 - 2020	2020 - 2021	2021 - 2022
ACTUAL	NA	NA	NA
RATING Not Met (0pt) Met (1pt)			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
Evaluation of the goal will be determined by the review of the 2021 – 2022 Local Report Card published in the fall of 2022.			
<i>Constellations Schools: Westpark Community Elementary does not have an identified gifted population.</i>			

A5 - PROGRESS

2021 – 2022 Performance Framework Goals

<p>The 'Single Year Index' will show a positive increase from the previous year in one of the following categories; <i>overall students, students with disabilities, or students in the lowest 20%.</i></p> <p>Baseline data from the 2020 – 2021 LRC or the most current published LRC data, if no data is available for the 2020 – 2021 school year.</p>			
Year(s)	2019 - 2020	2020 - 2021	2021 - 2022
SELECTED CATEGORY	NA	Overall Students	Overall Students
ACTUAL	NA	57.3%	
RATING Not Met (0pt) Met (1pt)	NA		
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<p>Evaluation of the goal will be determined by the review of the 2021 – 2022 Local Report Card published in the fall of 2022.</p>			

A6 – GAP CLOSING			
<p>The annual Local Report Card will show an increase in overall gap closing from the 2020 – 2021 LRC or the most current published LRC data, if no data is available for the 2020 – 2021 school year.</p>			
Year(s)	2019 - 2020	2020 - 2021	2021 - 2022
ACTUAL	NA	NA	
RATING Not Met (0pt) Met (1pt)	NA	NA	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<p>Evaluation of the goal will be determined by the review of the 2021 – 2022 Local Report Card published in the fall of 2022.</p>			

A7 – GRADUATION RATE

2021 – 2022 Performance Framework Goals

The annual Local Report Card will show an increase in the overall graduation rate percentage from the 2020 – 2021 LRC or the most current published LRC data, if no data is available for the 2020 – 2021 school year.			
Year(s)	2019 - 2020	2020 - 2021	2021 - 2022
ACTUAL	NA	NA	NA
RATING Not Met (0pt) Met (1pt)	NA	NA	NA
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
Evaluation of the goal will be determined by the review of the 2021 – 2022 Local Report Card published in the fall of 2022.			

A8 – 4 YEAR GRADUATION RATE			
The annual Local Report Card will show an increase in the 4-year graduation rate percentage from the 2020 – 2021 LRC or the most current published LRC data, if no data is available for the 2020 – 2021 school year.			
Year(s)	2019 - 2020	2020 - 2021	2021 - 2022
ACTUAL	NA	NA	NA
RATING Not Met (0pt) Met (1pt)	NA	NA	NA
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
Evaluation of the goal will be determined by the review of the 2021 – 2022 Local Report Card published in the fall of 2022.			

A9 – 5 YEAR GRADUATION RATE

2021 – 2022 Performance Framework Goals

The annual Local Report Card will show an increase in the 5-year graduation rate percentage from the 2020 – 2021 LRC or the most current published LRC data, if no data is available for the 2020 – 2021 school year.			
Year(s)	2019 - 2020	2020 - 2021	2021 - 2022
ACTUAL	NA	NA	NA
RATING Not Met (0pt) Met (1pt)	NA	NA	NA
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
Evaluation of the goal will be determined by the review of the 2021 – 2022 Local Report Card published in the fall of 2022.			

A10 – IMPROVING AT-RISK K-3 LITERACY – ON-TRACK / OFF-TRACK TRENDS			
The annual Local Report Card will show an increase in the overall percentage of on-track / off track from the 2020 – 2021 LRC or the most current published LRC data, if no data is available for the 2020 – 2021 school year.			
Year(s)	2019 - 2020	2020 - 2021	2021 - 2022
ACTUAL	NA	55.2%	
RATING Not Met (0pt) Met (1pt)	NA		
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
Evaluation of the goal will be determined by the review of the 2021 – 2022 Local Report Card published in the fall of 2022.			

A11 – IMPROVING AT-RISK K-3 LITERACY – THIRD GRADE READING GUARANTEE			
The annual Local Report Card will show an increase in the overall Third Grade Reading Guarantee from the 2020 – 2021 LRC or the most current published LRC data, if no data is available for the 2020 – 2021 school year.			
Year(s)	2019 - 2020	2020 - 2021	2021 - 2022
ACTUAL	NA	NA	
RATING Not Met (0pt) Met (1pt)	NA		
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			

2021 – 2022 Performance Framework Goals

Evaluation of the goal will be determined by the review of the 2021 – 2022 Local Report Card published in the fall of 2022.

A12 - IMPROVING AT-RISK K-3 LITERACY – ON TRACK BY GRADE LEVEL

The annual Local Report Card will show an **increase** in the overall percentage of On track by grade level from the 2020 – 2021 LRC or the most current published LRC data, if no data is available for the 2020 – 2021 school year.

Year(s)	2019 - 2020	2020 - 2021	2021 - 2022
ACTUAL	NA	55.2%	
RATING Not Met (0pt) Met (1pt)	NA		
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
Evaluation of the goal will be determined by the review of the 2021 – 2022 Local Report Card published in the fall of 2022.			

A13 – PREPARED FOR SUCCESS

The annual Local Report Card will show an **increase** in the overall percentage from the 2020 – 2021 LRC or the most current published LRC data, if no data is available for the 2020 – 2021 school year.

Year(s)	2019 - 2020	2020 - 2021	2021 - 2022
ACTUAL	NA	NA	NA
RATING Not Met (0pt) Met (1pt)	NA	NA	NA
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
Evaluation of the goal will be determined by the review of the 2021 – 2022 Local Report Card published in the fall of 2022.			

A14 – OPPORTUNITY TO LEARN

2021 – 2022 Performance Framework Goals

The goal must be written so that the School will improve its access to technology hardware, connectivity access, or learning models from the prior year			
Year(s)	2019 - 2020	2020 - 2021	2021 - 2022
GOAL	NA		
ACTUAL	NA		
RATING Not Met (0pt) Met (1pt)			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
Evaluation of the goal will be determined by the review of the 2021 – 2022 Local Report Card published in the fall of 2022.			

A15 – COMPARATIVE GOAL				
The school will identify the two areas of the LRC data for comparison of two similar schools. The school will perform higher or equal to similar schools in the selected LRC categories as indicated in the below table.				
Year	2019 - 2020	2020 - 2021	2021 - 2022	
GOAL	NA		Westpark Community Elementary will perform higher or equal to Newton D. Baker in Performance Index. Westpark Community Elementary will perform higher than or equal to Robinson G. Jones in Indicators Met.	
ACTUAL	NA			
RATING Not Met (0pt) Progressing (1pt) Met (2pt)	NA			
CHART TO INDICATE TWO SIMILAR SCHOOLS AND A COMPARISON OF LRC DATA				
	% POVERTY	% MINORITY	Performance Index	Indicators Met
YOUR SCHOOL	52.3%	66.4%		
Newton D. Baker	100%	70%		
Robinson G. Jones	100%	64.9%		

B. OTHER ACADEMIC MEASURE GOALS

B1 – SUB GROUP			
<p>Goals set for this standard must include the name of the assessment and the expected increase for a specific subgroup of students. (Assessment must be on the Ohio Department of Education <u>approved</u> vendor list) Baseline data is required from the 2020 – 2021 data.</p> <p>Goal: Using the NWEA MAP, on average all Students with Disabilities will improve their overall Reading scores by 2 points from the fall assessment to the spring assessment.</p>			
Year(s)	2019- 2020	2020 - 2021	2021 - 2022
GOAL	NA	NA	168.4
ACTUAL	NA	NA	
RATING Not Met (0pt) Progressing (1pt) Met (2pt)	NA	NA	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<ol style="list-style-type: none"> 1. Intervention Specialists will pull students with disabilities into small groups to work on goals and monitor progress. 2. When possible, paraprofessionals will provide support to students within the classroom. 3. TBT's will meet regularly to discuss how to make improvements and current student levels. 4. Review of Winter NWEA MAP scores will take place after assessment to monitor progress. 5. Multipoints of HQSD will be assessed to monitor student progress and current levels. 			

B2 - OVERALL READING		
<p>Goals set for this standard must include the name of the assessment and the expected increase for all students in Reading. (Assessment must be on the Ohio Department of Education <u>approved</u> vendor list) Baseline data is required from the 2020 – 2021 data.</p> <p>Goal: Using NWEA MAP, on average all students will improve their overall reading score by 2 points from the fall test session to the spring test session.</p>		
Year(s)	2020 - 2021	2021 - 2022
GOAL	NA	169
ACTUAL	NA	

2021 – 2022 Performance Framework Goals

RATING Not Met (0pt) Progressing (1pt) Met (2pt)	NA	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY		
<ol style="list-style-type: none"> 1. Classroom teachers will focus on reading fluency and comprehension, as well test taking strategies. 2. Title I teachers will provide interventions to students below the cut score set by Constellation. 3. Paraprofessionals will provide academic support to students within the classroom when possible. 4. TBT's will meet regularly to discuss how to make improvements and current student levels. 5. Review of Winter NWEA MAP scores will take place after assessment to monitor progress. 6. Multipoints of HQSD will be assessed to monitor student progress and current levels. 		

B3 – OVERALL MATH		
<p>Goals set for this standard must include the name of the assessment and the expected increase for all students in Math. (Assessment must be on the Ohio Department of Education <u>approved</u> vendor list) Baseline data is required from the 2020 – 2021 data.</p> <p>Goal: Using NWEA MAP, on average all students will improve their overall math score by 2 points from the fall test session to the spring test session.</p>		
Year(s)	2020 - 2021	2021 - 2022
GOAL	NA	170.6
ACTUAL	NA	
RATING Not Met (0pt) Progressing (1pt) Met (2pt)	NA	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY		
<ol style="list-style-type: none"> 1. Classroom teachers will focus on math skills that are within grade level standards. 2. Title I teachers will provide interventions to students below the cut score set by Constellation. 3. Paraprofessionals will provide academic support to students within the classroom when possible. 4. TBT's will meet regularly to discuss how to make improvements and current student levels. 5. Review of Winter NWEA MAP scores will take place after assessment to monitor progress. 6. Multipoints of HQSD will be assessed to monitor student progress and current levels. 		

B4 – IMPROVING AT-RISK K-3 LITERACY - OVERALL

2021 – 2022 Performance Framework Goals

<p>Goals set for this standard must include the name of the assessment and the expected increase for all students in Reading for students in grades K - 2. (Assessment must be on the Ohio Department of Education <u>approved</u> vendor list) Baseline data is required from the 2020 – 2021 data.</p> <p>Goal: Using the NWEA MAP, on average all students in K-2 will improve their overall scores by 3 points from the fall assessment to the spring assessment.</p>		
Year(s)	2020 - 2021	2021 - 2022
GOAL	NA	154.9
ACTUAL	NA	
RATING Not Met (0pt) Progressing (1pt) Met (2pt)	NA	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY		
<ol style="list-style-type: none"> 1. Classroom teachers will focus on reading fluency and comprehension, as well test taking strategies. 2. Title I teachers will provide interventions to students below the cut score set by Constellation. 3. Paraprofessionals will provide academic support to students within the classroom when possible. 4. Students below the grade level cut score on the NWEA MAP, will be placed on a RIMP for monitoring purposes. 5. TBT's will meet regularly to discuss how to make improvements and current student levels. 6. Review of Winter NWEA MAP scores will take place after assessment to monitor progress. 7. Multipoints of HQSD will be assessed to monitor student progress and current levels. 		

C. NON-ACADEMIC GOALS

C1 – MISSION STATEMENT	
<p>State the School's Mission: Constellation Schools provides every child an opportunity to obtain an excellent education built on a foundation of character education for life-long success.</p>	
Year	2021 - 2022
GOAL	The school's educators will discuss the monthly character trait on a daily basis and involve students in promoting a positive culture and educational setting.
ACTUAL	
RATING Not Met (0pt) Progressing (1pt)	

Met (2pt)	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY	
<ol style="list-style-type: none"> During daily announcements Mr. Wilson will discuss the Character Trait of the month as established by the PBIS team. <ol style="list-style-type: none"> Each month: <ol style="list-style-type: none"> Week 1: Discuss the definition Week 2: Give examples of how to demonstrate the character trait Week 3: Promote setting goals based on the character trait Week 4: Selected students share their goals to whole school during announcements The counselors have scheduled time with each classroom each week as part of the specials schedule. <ol style="list-style-type: none"> She discusses the monthly character trait and presents in lesson at appropriate age level 	

C2 – PARENT SATISFACTION	
<p>The goal in this area should focus on what form of feedback the school will solicit from parents/caregivers (survey, phone calls, in person meetings, etc.) and identify what the school will do with the feedback received. (Adjustments to programming, hold stakeholder meetings, discuss with administration, etc.)</p>	
Year	2021 - 2022
GOAL	The school will have at least 60% of parents complete a midyear and end of year survey. After each completed survey the Leadership Team will review results and begin to make changes or address common concerns currently and plan for the next year.
ACTUAL	
RATING Not Met (0pt) Progressing (1pt) Met (2pt)	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY	
<ol style="list-style-type: none"> The school leadership team will offer an opportunity for parent feedback from parents prior to Winter Break. This will be done through a survey that will go out through electronic communication. The goal is to have as much participation from parents as possible, but at least 60% is the requirement. The school leadership team will offer an opportunity for parent feedback from parents prior to Memorial Day. This will be done through a survey that will go out through electronic communication. The goal is to have as much participation from parents as possible, but at least 60% is the requirement. The school BLT members will review the data and make recommendations to the school administration for the 2022-2023 school year, or immediately if needed. 	

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C3 – GOVERNING AUTHORITY	
Goals for this standard must address the ability of the individual members and/or combined entity in increasing the efficiency and/or effectiveness of the board. This could include: attending professional developments; attendance rates at meetings; attendance rate at school functions; etc.	
Year	2021 - 2022
GOAL	All board members will visit Westpark CommunityElementary at least one time during the 2021-2022 school year.
ACTUAL	
RATING Not Met (0pt) Progressing (1pt) Met (2pt)	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY	
<ol style="list-style-type: none"> 1. Each Board Member will receive a personal invite to visit Westpark Community Elementary during the 2021-22 school year. 2. If a Board Member is unavailable during the specified time, Mr. Wilson will communicate with them individually to set an alternate time. 	

C4 – ORGANIZATIONAL / OPERATIONAL	
The school will submit all required compliance items to the ESCLEW via Epicenter with an annual percentage of 95 or higher for ON – TIME submissions and percentage of 90 or higher for ACCURACY of the submission.	
Year	2021 - 2022
GOAL	ON-TIME – 95% or higher ACCURACY – 90% or higher
ACTUAL	ON-TIME - ACCURACY -
RATING Not Met (0pt) Met (1pt)	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY	
Evaluation of the goal will be determined by the review of the 2021 – 2022 submissions in Epicenter during the 2021 – 2022 school year.	

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C5 – FINANCIAL PERFORMANCE	
The school will receive a clean audit from the Auditor of the State.	
Year	2021 – 2022
GOAL	The school will have a clean audit from the Auditor of the State
ACTUAL	
RATING Not Met (0pt) Met (1pt)	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY	
Evaluation of the goal will be determined by review of the final audit when available from the Auditor of the State of Ohio.	

C6 – FINANCIAL SUSTAINABILITY	
Goals set for this standard must address 1. Student Enrollment (the actual number should be indicated); AND 2. Unrestricted Cash Reserve Balance (goal must have a minimum of 15 days)	
Year	2021 - 2022
GOAL	Student enrollment – 225 Days Cash Reserve - 15
ACTUAL	Student enrollment – Days Cash Reserve -
RATING Not Met (0pt) Met (1pt)	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY	
Evaluation of the goal will be the review of end of the year enrollment and the number of Days Cash Reserve.	

C7 – STUDENT DISCIPLINE

2021 – 2022 Performance Framework Goals

Ohio law requires community schools to eliminate out-of-school suspensions (OSS) and expulsions for students in grades K – 3 for offenses that do not pose significant danger to school and student safety (as defined by Ohio law).

The goal for students in grades 4-12 will be required to show a **decrease** in out-of-school suspensions (OSS) from the previous year.

Year(s)	2020 - 2021		2021 - 2022	
GOAL	K-3	0	K-3	0
	4-8	0	4-8	2
	9-12	NA	9-12	NA
ACTUAL	K-3	0	K-3	0
	4-8	0	4-8	0
	9-12	NA	9-12	NA
RATING Not Met (0pt) Progressing (1pt) Met (2pt)	K-3		K-3	
	4-8		4-8	
	9-12		9-12	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY				
	Previous year's OSS	This year's goal for OSS	Strategies to accomplish this goal	
K-3	0	0	-Use of PBIS initiatives -Use of restorative practices	
4-8	0	≤ 2	-Use of PBIS initiatives -Use of restorative practices	
9-12	NA	NA	NA	