

MODIFICATION NO. 4
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 I, Section 1.7.** Add the following sub-paragraph:

“Review the financial and enrollment records of the School at least once per month with the governing authority or fiscal officer and provide a written report regarding the review within ten days after the review.”

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

2. **Article II, Section 2.1.** At the beginning, add the following sentence: “All Governing Authority members must be pre-approved by Sponsor.” The rest of Section 2.1 remains as originally written in the Contract.

3. **Article II, Section 2.4.** At the end, add the following paragraphs:

“The School and Sponsor agree and state that, pursuant to 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA) and 34 C.F.R. 99, the Sponsor is an authorized representative of a state educational authority and that the School is permitted to disclose to the Sponsor personally identifiable information from an education record of a student without parental consent (or student consent, where applicable) and that the Sponsor is authorized by federal, state, and local law to conduct audits, compliance evaluations, and enforcement activities of federal and state supported education programs. Accordingly, the School agrees to grant to Sponsor’s employees full and complete access as defined hereinafter to “education records,” as defined by FERPA, and all documents, records, reports, databases, and other information made available to or maintained by the School or its agent(s) (including educational management companies) that are reportable to the Ohio Department of Education or its agencies or to the Ohio Auditor of State. Such information shall include, but is not limited to, the School Options Enrollment System (SOES) and the Education Management Information System (EMIS). “Full and complete access” shall include the ability to inspect and copy paper and electronic documents at the School. The School or its agent(s) shall provide usernames and passwords where applicable to enable Sponsor to have remote self-service access, in read-only format.

The Sponsor agrees to comply with FERPA and the regulations promulgated thereunder. The Sponsor warrants that it uses reasonable methods to limit Sponsor employee access to only those records in which it has legitimate educational interests and that, as required by law, the Sponsor will destroy the educational records when no longer needed for the purposes outlined in this Contract or otherwise needed under state or federal law or any applicable court order.”

The rest of Section 2.4 remains as originally written in the Contract.

4. **Article III, Section 3.4.** Replace the first sentence with the following: “If the School applies for Priority 2 E-Rate funding or if it is otherwise required by law, the School must have a state-approved technology plan and complete any necessary filing procedures on or before the applicable deadlines.” The rest of Section 3.4 remains as originally written in the Contract.
5. **Article IV, Section 4.1.** In the first paragraph, add sections 3301.948, 3313.6020, 3313.7112, and 3313.89, and remove chapters 3307 and 3309. In the second paragraph, add sections 2921.43 and 2921.44. The rest of Section 4.1 remains as originally written in the Contract.
6. **Article VI, Section 6.4.** Add the following sentence: “The School must submit a calendar of assessments to Sponsor prior to the start of each academic year.” The rest of Section 6.4 remains as originally written in the Contract.
7. **Article VI, Section 6.13.** Add the following sentence: “The School must keep attendance records and requirements for non-classroom-based learning opportunities.” The rest of Section 6.13 remains as originally written in the Contract.
8. **Article VII, Section 7.2.** Add the following subparagraph: “the number and percentage of students on IEPs, the number of those students on home instruction per the IEP, and any associated children’s residential center (CRC).” The rest of Section 7.2 remains as originally written in the Contract.
9. **Article VIII, Section 8.1.** Replace the final sentence with the following: “The School shall maintain a roster and meeting dates for the Local Professional Development Committee (LPDC) and Teacher-Based Teams (TBTs), and the laws and rules governing LPDC and TBTs must be implemented by the School.” The rest of Section 8.1 remains as originally written in the Contract.
10. **Article VIII, Section 8.3.** At the end, add the following sentence: “To the extent required or allowed by state or federal law, the School shall comply with chapters 3307 and 3309 of the Ohio Revised Code.” The rest of Section 8.3 remains as originally written in the Contract.
11. **Article VIII, Section 8.4.** Replace the second and third sentences with the following: “The Governing Authority hereby appoints the Sponsor as a representative pursuant to R.C. 3319.39(D), for purposes of receiving and reviewing the results of criminal background checks performed under R.C. 3319.39(A)(1) for employees working at the School and authorizes its agents to communicate this information directly to the Sponsor.” The rest of Section 8.4 remains as originally written in the Contract.

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

“A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to report data or information, or the reporting of improper, inaccurate, erroneous, fraudulent, negligent, or incomplete information or data to ESCLEW.”

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

13. **Attachment 6.3** shall be replaced in its entirety with the attached.

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

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

**Educational Service Center of
Lake Erie West**

By: 

(Signature)

Its: Superintendent

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

Date: 7/30/15

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

By: 

(Signature)

Its: President

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

Date: May 21, 2015

ATTACHMENT 6.3

EDUCATIONAL CURRICULUM

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

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

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

6.3 Educational Curriculum

Curriculum Plan

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

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

Mission

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

Vision

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

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

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

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

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

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

Values

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

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

Measurable SMART Goals

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

Characteristics of the Students

Enrollment Plan					
Grades	2015-16	2016-17	2017-18	2018-19	2019-20
	Number of Students				
Kindergarten	72	72	72	72	72
1 st Grade	72	72	72	72	72
2 nd Grade	72	72	72	72	72
3 rd Grade	72	72	72	72	72
4 th Grade	72	72	72	72	72
5 th Grade					
6 th Grade					
7 th Grade					
8 th Grade					
9 th Grade					
10 th Grade					
11 th Grade					
12 th Grade					
Total Enrollment	360	360	360	360	360
Classes Per Grade	3	3	3	3	3
Number of Students Per Class*	22-24: 1	22-24: 1	22-24: 1	22-24: 1	22-24: 1

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

Constellation Schools: Westpark Community Elementary will keep enrollment to 3 classrooms per grade level with a student enrollment of up to 24 students in each classroom for a total of no more than 72 students per grade level. Constellation Schools: Westpark Community Elementary will continue to enroll students in Kindergarten to Grade 4.

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

English Language Learners

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

Low Performing Learners

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

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

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

Description of Curriculum

Constellation Schools: Westpark Community Elementary will use a competency-based educational program which is aligned with the State of Ohio's New Learning Standards in Social Studies and Science and Common Core for ELA and Math. These standards will ensure that all students are prepared for the state-mandated tests and all other achievement tests that the state has implemented. The curriculum will be sequentially developed for grades Kindergarten through 4th grade, with emphasis placed on mastery at grade level and special intervention for at risk students. The curriculum will include the following content areas:

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

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

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

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

ELA – Constellation Schools: Westpark Community Elementary has adopted Harcourt Trophies for Tier I instruction in grades K to 4. The Harcourt Trophies intervention kits for grades K to 4 will be used for Tier 2 and Tier 3 intervention and remediation.

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

Social Studies - Houghton Mifflin Harcourt Social Studies series is used for all instruction of Social Studies.

Science – McMillan/McGraw Hill: A Closer Look Series is used for all Science instruction in Grades K-4.

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

Research-based Intervention Curriculum:

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

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

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

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

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

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

Instructional Delivery Methods

Constellation Schools: Westpark Community Elementary will employ a variety of instructional methods to ensure that the individual educational needs of all students are met, to maintain student interest, and to challenge all students to strive for academic excellence. Teaching students skills in each curriculum area will be accomplished in single or multi-grade classrooms through the following instructional techniques:

- self-contained classrooms
- small and large group instruction
- multi-age classrooms and/or flexible groupings
- grouping by subject interest
- ability grouping
- individualized instruction
- computer-based and/or assisted instruction
- cooperative learning
- distance learning
- independent study
- Direct Instruction

- field trips, guest speakers and special presentations
- volunteer and real life experiences
- departmentalization
- interdisciplinary teaming
- multi-media instruction
- a certificated teacher in each classroom, supplemented by aides, and specialty teachers where necessary and appropriate

Educational Program for Each Grade Served

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

Evidence/Research of Viability of Curriculum

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

Classroom Based and Non Classroom Based

Classroom Based

Description

All students will follow a weekly schedule consisting of classroom based learning in math, science, social studies, English/language arts, music, art, physical education, technology, and character education. Several times a year, students will be able to participate in special programs including Science Fair, Spelling Bee, holiday music programs, plays, and the Constellation Art & Music Show. Field Trips and guest speakers will be offered based on alignment to the Common Core and Ohio's New Learning Standards.

Formats

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

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

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

Non-classroom Based

Blended Learning – Students in grades Kindergarten through fourth will be instructed using a one to one technology model that incorporates blended learning instructional strategies.

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

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

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

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

Internet or Independent Study is not applicable at this time.

ATTACHMENT 11.6

PERFORMANCE ACCOUNTABILITY FRAMEWORK

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

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

A. Performance Assessment

The performance assessment details many items that the Sponsor will review in its oversight of the school as part of its normal oversight or through a high stakes review. The Sponsor will conduct a high stakes review of the school upon renewal or every five years, whichever is sooner, and at any other point that the Sponsor deems appropriate, at its discretion. If an issue arises or is discovered, the Sponsor will utilize targeted intervention(s) listed in this attachment under section B, including any technical assistance necessary to assist the school.

Overview – Areas of Assessment

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

Mission and Vision Statements

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

Governance

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

Fiscal or Financial Matters

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

Operations, Record-Keeping, Reporting, and Data

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

Special Education and Other Diverse Learning Needs

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

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

Academics

The School should be prepared to assess every measure listed below, and every component of every measure by data, in order to enhance targeted assistance. The School understands that, every year, additional measures and components will be added and graded and that an overall grade will be calculated starting in Fiscal Year 2015.

- **Graduation Rate** measures the percentage of students who entered in 9th grade and graduated 4 and 5 years later. Currently, Graduation Rate has a 4 year component (anything below an 84% will require targeted assistance) and a five year component (anything below an 85% will require targeted assistance).
- **K-3 Literacy** measures the improvement in reading for grades K-3. Currently, K-3 Literacy Improvement has one component, but may have more components in the future.

- **Prepared for Success** measures whether graduates are prepared for college or a career. Prepared for Success currently has one component, and it consists of College Admission Tests, Dual Enrollment, Industry Credentials, Honors Diplomas, and Advanced Placement and International Baccalaureate components.
- **Achievement** measures “absolute achievement.” Achievement consists of the Performance Index (anything below a 70% will require targeted assistance). This assesses the achievement of every student (not just which students are proficient) and points are received for each level. The Achievement measure also consists of the Performance Indicators. The indicators show how many students have a proficient level of knowledge. Schools need to have 80% of their students reach proficient in order to meet an indicator. The indicators combine to show a letter grade and that letter grade must be a C, or 70% or more, to avoid targeted assistance.
- **Progress** represents the average annual level of improvement of each student. Its components consist of Value Added Overall, Gifted Students, Progress within the Lowest 20%, and Students with Disabilities (all must be greater than or equal to a -1 value added gain index in order to avoid targeted assistance).
- **Gap Closing** measures the narrowing of gaps in reading and math among subgroups of socio-economic, racial, ethnic, or disability. It is also called Annual Measurable Objectives (AMOs) (anything below a 70% will require targeted assistance).
- **Other Measures of Academic Success**, including:
 - Other assessments conducted by school (NWEA, etc.)
 - Ohio Improvement Process
 - Assessments and interventions required by Third Grade Reading Guarantee
 - Incorporation of Common Core analytic understanding
 - Mission-specific performance measures of academic success
 - Comparison of student performance data with data of the home district building to which students would otherwise be assigned (suggested, and required upon request)
 - Post-secondary readiness, if applicable

B. Technical Assistance, Interventions, and Statutory Consequences

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

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

Mission and Vision Statements Interventions

- Sponsor technical assistance in reaching the mission of the School and to assess the ability of the School to realize its mission, which may include aspects of culture, parent satisfaction, or other visions stated by the School in its Contract, curriculum, or programming
- Sponsor assessment of leadership with the Board or the administration and mutual plan to correct weaknesses in meeting mission
- Outside coaching or training, research, observations, or remedies to meet stated goals, at School’s cost.
- Leadership training in area of desired goals and why they are not being reached or how to reach them more effectively, at School’s cost
- Other tailored interventions based on the specific circumstances

Governance Interventions

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

Fiscal or Financial Matters Interventions

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

Special Education and Other Diverse Learning Needs Interventions

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

Academic Interventions

- Corrective Action Plan
- Sponsor technical assistance
- Targeted assistance by the Sponsor as defined below
- Face to face meetings and increased reporting to Sponsor on progress
- Checklists, plans to cure, and periodic data reporting
- Revisions to the Ohio Improvement Plan
- Required academic or professional assistance
- Parent Engagement to support students in academics, attendance, and curriculum
- Curriculum Mapping
- Study of Ohio's New Learning Standards and or the Next Generation of Assessments in Ohio
- OTES and OPES evaluations of staff
- Required training on the Ohio report card indicators or components
- Targeted coaching, at the School's cost
- Targeted tutoring before or after school and/or weekends, at the School's cost

Corrective Action Plans and Targeted Intervention

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

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

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

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

Renewal and Non-Renewal

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

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

Comments on Statutory Consequences

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

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

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

- Health or safety matters
- Consistent failure to achieve academic goals, despite corrective action plans and technical assistance
- Money owed to the State or its agencies, vendors, or the Sponsor that is delinquent, overextended, or may or does render insolvency

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

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

Permanent closure under ORC 3314.35 or 3314.351 will occur under the following circumstances:

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

C. School-Specific Performance Goals and Measures

This section of Attachment 11.6 provides school-specific academic and non-academic goals and performance measures. Goals must be specific, targeted, measurable, and rigorous. The goals must include a level or rate of increase, and they must include subgroup targets. Goals should be aligned with any relevant goals stated in the OIP, School Improvement process, or with existing SMART goals. The School’s Comparison goal must compare the school’s student performance to the state, schools serving similar populations, and/or schools in the same geographical area. The school may also include a mission-specific academic goal.

The school recognizes that these goals may be revised if the make-up of the school significantly changes or if the standards by which the school is judged by the state change. Schools should include goals for each year of the contract or up to five years. If a school has a contract length of longer than five years, a high-stakes review and goal evaluation will be performed after five years, and the school recognizes that it will re-assess goals at that time, if not sooner.

Academic Performance Goals

Performance Area	Metrics	Goal(s)
Achievement	Proficiency Level Indicators: Percentage of students scoring at or above proficient, by grade and subject; Local Report Card grade, percent, and number of indicators met	From 2013-2018 Westpark Elementary will continue to maintain or increase our high level of student proficiency at each subject level, and maintain the 100% passage of indicators met on an annual basis.
	Performance Index: Local Report Card grade, score, and/or percent increase from previous year	From 2013-2018 Westpark Elementary will continue to increase our level of performance index rating by 2% each year until achieving a Grade of A. Performance Index 86.4% Grade B. Indicators Met 100%
Progress	Local Report Card grade and value-added progress scores, by subgroup, grade, and subject	From 2013-2018 Westpark Elementary will continue to maintain our high level of value added progress scores while increasing our students with disabilities and lowest 20% in achievement by 2% a year until achieving a rating of A. Grade A Lowest 20% in achievement Grade B
Gap Closing	Local Report Card Annual Measurable Objectives grade and percentages, by subgroup and subject	From 2013-2018 Westpark Elementary will continue to maintain our high level of annual measurable objectives for Gap Closing. 100% Achieved Grade of A
Graduation Rate		N/A
K-3 Literacy Improvement	Local Report Card grade, percentage of students achieving or exceeding targeted gains, 3 rd grade reading guarantee diagnostics and assessments	From 2014-2018 Westpark Elementary will continue to increase our percentage of students achieving or exceeding targeted gains by 2% a year until a rating of A is achieved.
Prepared for Success	Local Report Card component grade, percentage of students scoring at each performance level	No Data
Student Performance	Other valid and reliable assessments as indicated in Attachment 6.4	From 2014-2018 Westpark Elementary will use AIMS benchmarking during fall, winter and spring that will reflect an increase of 3% per grade level per year.

Non-Academic Performance Goals

Performance Area	Measure(s)	Goal(s)
Attendance	Attendance levels as measured by the Local Report Card, school's attendance system	From 2013-2018 Westpark Elementary will continue to maintain or increase our student percentage attendance. 95.3%
Post-Secondary Enrollment	n/a	n/a
Mission Statement	Constellation Schools creates and provides diverse superior educational opportunities for a community of learners, built on a foundation of character education in a safe environment, ensuring the success and wellness of all children in our advancing technological society.	From 2013-2018 Westpark Elementary will continue to support the revised Constellation Mission statement through weekly character lessons and activities that address the following characteristic traits. Respect, Responsibility, Citizenship, Compassion, Fairness & Cooperation, Courage, Honesty, Respect, Sportsmanship, and Loyalty.
Parent Satisfaction	Parent satisfaction surveys.	From 2013-2018 Westpark Elementary will continue to maintain or increase our 93% high level of parent satisfaction measured and reported through our annual parent satisfaction surveys taken in the fall of each school year.
Financial Performance and Sustainability	Annual outside independent audits.	From 2013-2018 Westpark Elementary will continue to maintain our high level of financial performance and sustainability by monitoring the budget and spending through monthly financial meetings, monthly board meetings, and annual budget and yearly audits. .
Governing Board Performance	Monthly board meetings.	From 2013-2018 Westpark Elementary will continue to report to and be accountable to the Governing Board on a monthly basis. The board members will receive annual board training to improve its performance and in addition the board will maintain a 95% or greater attendance rate at all monthly board meetings.
Other School-Specific Goals	N/A	N/A

MODIFICATION NO. 3
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"), which was 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 IX, Section 9.2.** The first sentence is replaced with the following sentences: "The School agrees that its fiscal office shall be its management company, **Constellation Schools**, through the management company's Treasurer, **Jean Sandler**. Any changes made to the fiscal officer must be reported to the Sponsor within five (5) business days." The rest of Section 9.2 remains as originally written in the Contract.
2. **Attachment 9.3** shall be replaced in its entirety with the attached.
3. **Attachment 9.4** shall be replaced in its entirety with the attached.

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

**Educational Service Center
of Lake Erie West**

By: 

(Signature)

Its: Superintendent

Date: 2-10-2015

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

By: 

(Signature)

Its: PRESIDENT

(Title)

Date: 10-14-14

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.

Department of Education

5 Year School Treasurer License

This License Awarded To: **JEAN SANDLER**

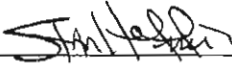
License Number: OH3132024

Issue Date: 08/28/2011

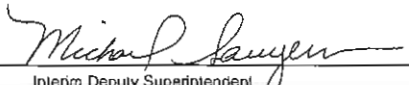
FROM: 07/01/2011 - 06/30/2016

The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education, is authorized to teach the subject(s) or serve in the area(s) listed below for the period specified.

School Treasurer


Superintendent of Public Instruction

1195438


Interim Deputy Superintendent

ATTACHMENT 9.4

FISCAL BOND

1. Treasurer's Bond

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



The Ohio Casualty Insurance Company

BOND

No. **601081426**

KNOW ALL MEN BY THESE PRESENTS:

That we Jean Marie Sandler

of

1617 Fruitland Avenue, Mayfield Heights, Ohio 44124

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

as Principal and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire, (hereinafter called the Surety, are held and firmly bound unto State of Ohio f.b.o. Constellation Community Schools 5730 Broadview Road, Parma, Ohio 44134

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

in the aggregate and non-cumulative penal sum of One Million Dollars And Zero Cents

\$1,000,000.00

) DOLLARS, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

for a term beginning on 09/26/2014 and ending on 09/26/2015.

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

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to State of Ohio f. b.o. Constellation Community Schools 5730 Broadview Road, Parma, Ohio 44134 and this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancelation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

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

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

SIGNED, SEALED and DATED September 26, 2014

Jean Marie Sandler

The Ohio Casualty Insurance Company

By:

Frances L Lyons

Attorney-in-Fact

OATH OF OFFICE

STATE OF Ohio

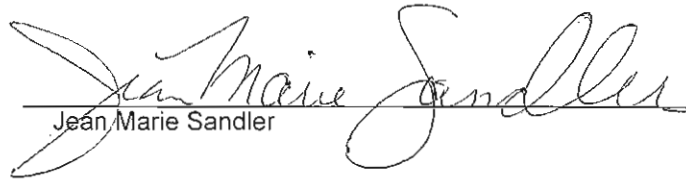
County of CUYAHOGA

} SS

I, Jean Marie Sandler,

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

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


Jean Marie Sandler

Sworn to and subscribed before me this 3RD day of OCTOBER, 2017





Principal: Jean Marie Sandler

POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

Agency Name: Knight Chisholm Insurance Agency

Obligee: State of Ohio f.b.o. Constellation
Community Schools 5730 Broadview Road, Parma,

Agent Code: 342377

Bond Number: 601081426

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, a New Hampshire Corporation, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Jason P. Chisholm, Patricia K. Cowen, Frances L. Lyons, Dorothy A. Hale of Westlake, Ohio its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

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

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 18th day of November, 2013.



David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2017

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

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

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

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

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

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

CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this _____ day of _____, _____.



Gregory W. Davenport, Assistant Secretary

MODIFICATION NO. 2
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 I, Section 1.2.** At the end, add the following paragraph:

“The School is a separate, independent, and autonomous legal entity, responsible for educational programming, staff, budgeting and finance, and scheduling, and is not related to, an agent of, or under the control of the Sponsor, notwithstanding anything required herein or under the law related to the Sponsor’s duties of oversight or intervention.”

The rest of Section 1.2 remains as originally written in the Contract.

2. **Article IV Section 4.1** is updated as follows:

In the first paragraph, add section 3319.46.

At the end, add the following sentence: “The School will adhere to the provisions agreed to in its Race to the Top Memorandum of Understanding (Phase II) with the Ohio Department of Education, including the requirement to adopt and implement comprehensive evaluation systems for principals consistent with the Ohio Principal Evaluation System (OPES) framework.”

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

3. **Article VI, Section 6.3.** The second and third sentences are deleted. The rest of Section 6.3 remains as originally written in the Contract.

4. **Article VI, Section 6.4** shall be replaced in its entirety as follows:

“Academic Proficiency and Achievement Assessments. The School must administer all required statewide proficiency or achievement assessments and any other performance standards or assessments required by law, by the Ohio Department of Education, or recommended by Sponsor. The School must ensure that all such standards, requirements, and assessments are timely and properly administered, met, and completed. Any change in assessment or method of measurement of progress must be reported in writing to the Sponsor, along with the justification for the change. The School specifically acknowledges the closure provisions of R.C. 3314.35. Academic goals, performance standards, measurement, and assessment are included in **Attachment 11.6.**”

5. **Article VI, Section 6.6.** R.C. 3314.06(A) is added the list of applicable exceptions. The rest of Section 6.6 remains as originally written in the Contract.
6. **Article VI, Section 6.8** is updated as follows:

The heading is replaced as “**Assuring Student Growth.**”

The first sentence is deleted.

The rest of Section 6.8 remains as originally written in the Contract.
7. **Article VI, Section 6.12.** At the end of subsection (c), add the following sentence: “If the School admits out-of-state students, it shall adopt a policy and tuition schedule.” The rest of Section 6.12 remains as originally written in the Contract.
8. **Article VIII, Section 8.1.** The following sentence is deleted: “Any classroom teacher hired on or after July 1, 2013 and employed to provide instruction in physical education must hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.” The rest of Section 8.1 remains as originally written in the Contract.
9. **Article IX, Section 9.1.** At the end, add the following sentence: “The School shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2).” The rest of Section 9.1 remains as originally written in the Contract.
10. **Article IX, Section 9.5** shall be updated as follows:

The third sentence is updated as follows: “A financial plan detailing an estimated school budget for every year of the Contract is attached as **Attachment 9.5.**”

At the end, add the following sentence: “Financial performance goals, standards, measurement, and assessment are included in **Attachment 11.6.**”

The rest of Section 9.5 remains as originally written in the Contract.
11. **Article IX, Section 9.7.** In the first sentence, “all state per pupil foundation funds” is replaced with “the total amount of payment for operating expenses.” The rest of Section 9.7 remains as originally written in the Contract.
12. **Article XI, Section 11.5.** At the end, add the following sentence: “If the term of this Contract is longer than five years, the Sponsor will conduct a high-stakes review every five years.” The rest of Section 11.5 remains as originally written in the Contract.
13. **Article XI, Section 11.6** is replaced in its entirety as follows:

“**Performance Assessments, Standards, Goals, and Interventions.** **Attachment 11.6** sets forth in detail (a) the performance assessment framework, (b) Sponsor technical assistance, interventions, and statutory consequences, and (c) the measurable and attainable goals upon which the School shall be evaluated by Sponsor. These performance measurement criteria supplement, but do not replace, alter, or limit Sponsor’s statutory rights and responsibilities, including but not limited to those of nonrenewal, probation, suspension, or termination of the Contract.”

14. Article XI, Section 11.7 is updated as follows:

The heading is updated to read: "Renewal and Non-Renewal of this Contract."

At the beginning of subsection (a), add the following paragraph: "Renewal is conditioned upon the Sponsor's determination that the School has satisfactorily complied with the applicable laws and this Contract, and that the School's progress in meeting the academic, financial, and organizational goals stated in this Contract is satisfactory. The School shall submit an Application for Renewal for purposes of this determination."

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

15. Article XI, Section 11.9. At the end, add the following paragraph:

"If the Sponsor suspends the operation of the School pursuant R.C. 3314.03, this Contract shall become void if the Governing Authority fails to provide a proposal to remedy the conditions cited by the Sponsor as reasons for the suspension, to the satisfaction of the Sponsor, by September 30th of the school year immediately following the school year in which the operation of school was suspended."

16. Attachment 6.4 is removed.

17. Attachment 9.5 shall be replaced in its entirety with the attached.

18. Attachment 11.6 is added.

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: 8/28/2014

Governing Authority of Constellation Schools:
Westpark Community Elementary

By: 

(Signature)

Its: President

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

Date: June 19, 2014

ATTACHMENT 9.5

FINANCIAL PLAN

1. Estimated school budget for every year of the contract

NOTE: A continuing start-up school may submit its budget based on historical data. The budget must detail estimated revenues and expenses, and revenues include the base formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The financial plan must specify the total estimated per pupil expenditure amount of each school year.

ATTACHMENT 9.5 - MODIFICATION 2

Attachment 9.5 - Modification 2
IRN No. : 132993

County: Cuyahoga

Constellation Schools: Westpark Community Elementary
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended June 30, 2011 through 2013, Actual and
the Fiscal Years Ending June 30, 2014 through 2022, Forecasted

	Actual			Forecasted								
	Fiscal Year 2011	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Operating Receipts												
State Foundation Payments (3110, 3211)	\$2,059,889	\$2,301,539	\$2,476,471	\$2,359,622	\$2,344,622	\$2,553,375	\$2,604,110	\$2,655,859	\$2,708,976	\$2,763,156	\$2,818,419	\$2,874,787
Charges for Services (1500)	\$23,724	\$23,170	\$19,645	\$17,250	\$17,750	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Fees (1600, 1700)	\$62,608	\$57,595	\$63,622	\$40,000	\$40,500	\$55,500	\$55,500	\$55,500	\$55,500	\$55,500	\$55,500	\$55,500
Other (1830, 1840, 1850, 1860, 1870, 1890)	\$231,387	\$317,791	\$335,449	\$275,000	\$274,000	\$281,000	\$281,000	\$281,000	\$281,000	\$281,000	\$281,000	\$281,000
Total Operating Receipts	\$2,377,608	\$2,700,095	\$2,895,187	\$2,691,872	\$2,676,872	\$2,909,875	\$2,960,610	\$3,012,359	\$3,065,476	\$3,119,656	\$3,174,919	\$3,231,287
Operating Disbursements												
100 Salaries and Wages	\$1,093,182	\$1,181,190	\$1,079,735	\$1,080,390	\$1,104,292	\$1,118,926	\$1,140,685	\$1,162,879	\$1,174,508	\$1,186,253	\$1,198,115	\$1,210,097
200 Employee Retirement and Insurance Benefits	\$315,743	\$369,294	\$329,209	\$375,370	\$418,556	\$424,103	\$432,350	\$440,762	\$445,170	\$449,621	\$454,118	\$458,659
400 Purchas Services	\$876,742	\$1,343,946	\$1,348,622	\$1,536,117	\$1,408,962	\$1,444,824	\$1,461,947	\$1,479,671	\$1,494,468	\$1,509,412	\$1,524,507	\$1,539,752
500 Supplies and Materials	\$138,558	\$123,217	\$88,633	\$136,474	\$111,165	\$111,275	\$111,275	\$111,275	\$112,388	\$113,512	\$114,647	\$115,793
600 Capital Outlay -New	\$46,112	\$22,191	\$23,661	\$15,900	\$2,450	\$12,000	\$1,000	\$12,000	\$12,120	\$12,241	\$12,364	\$12,487
700 Capital Outlay - Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
800 Other	\$524,029	\$307,684	\$41,549	\$46,625	\$45,125	\$45,125	\$45,125	\$45,125	\$45,576	\$46,032	\$46,492	\$46,957
Total Operating Disbursements	\$2,994,366	\$3,347,522	\$2,911,409	\$3,190,876	\$3,090,550	\$3,156,253	\$3,192,382	\$3,251,712	\$3,284,229	\$3,317,071	\$3,350,242	\$3,383,745
Excess of Operating Receipts Over (Under)												
Operating Disbursements	(\$616,758)	(\$647,427)	(\$16,222)	(\$499,004)	(\$413,678)	(\$246,378)	(\$231,772)	(\$239,353)	(\$218,753)	(\$197,416)	(\$175,323)	(\$152,457)
Nonoperating Receipts/(Disbursements)												
Federal Grants (all 4000 except fund 532)	\$337,013	\$331,684	\$284,666	\$403,356	\$282,453	\$265,300	\$265,300	\$265,300	\$265,300	\$265,300	\$265,300	\$265,300
Federal Fiscal Stabilization Funds (SFSF)	\$174,811	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
Ed Jobs	\$90,505	\$37,654	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
State Grants (3200, except 3211)	\$9,189	\$3,319	\$3,687	\$3,550	\$3,550	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Donations (1820)	\$7,619	\$0	\$318	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Income (1400)	\$10	\$10,036	\$10,746	\$7,100	\$7,100	\$2,354	\$127	\$0	\$0	\$0	\$0	\$0
Debt Proceeds (1900)	\$0	\$0	\$0	\$158,384	\$158,384	\$73,100	\$18,737	\$0	\$0	\$0	\$0	\$0
Debt Principal Retirement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest and Fiscal Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfers - In	\$25,180	\$12,605	\$5,075	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfers - Out	(\$25,180)	-\$12,605	(\$5,075)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Nonoperating Revenues/(Expenses)	\$619,147	\$382,693	\$299,417	\$572,390	\$451,487	\$343,754	\$287,164	\$268,300	\$268,300	\$268,300	\$268,300	\$268,300
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$2,389	(\$264,734)	\$283,195	\$73,386	\$37,809	\$97,376	\$55,392	\$28,947	\$49,547	\$70,884	\$92,977	\$115,843
Fund Cash Balance Beginning of Fiscal Year	\$1,344,141	\$1,346,530	\$1,081,796	\$1,364,991	\$1,438,377	\$1,476,186	\$1,573,562	\$1,628,954	\$1,657,901	\$1,707,448	\$1,778,332	\$1,871,309
Fund Cash Balance End of Fiscal Year	\$1,346,530	\$1,081,796	\$1,364,991	\$1,438,377	\$1,476,186	\$1,573,562	\$1,628,954	\$1,657,901	\$1,707,448	\$1,778,332	\$1,871,309	\$1,987,152
Disclosure Items for State Fiscal Stabilization Funds												
Personal Services SFSF	\$133,663	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Employees Retirement/Insurance Benefits SFSF	\$41,148	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Purchased Services SFSF	\$0	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx

ATTACHMENT 9.5 - MODIFICATION 2

	Actual			Forecasted								
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Supplies and Materials SFSF	\$0	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx
Capital Outlay SFSF	\$0	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx
Total Expenditures - SDFSF	<u>\$174,811</u>	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx

Assumptions:

Enrollment – 2014 = 314
 Enrollment – 2015 = 312
 Enrollment – 2016 = 330
 Enrollment – 2017 = 330
 Enrollment – 2018 = 330
 Enrollment – 2019 = 330
 Enrollment – 2020 = 330
 Enrollment – 2021 = 330
 Enrollment – 2022 = 330

Local Funding: Based on historical patterns. Includes collection of rent and personnel services from Westpark Middle School for space and shared staff. Materials fees and food services collections from students is based on historical experience

State Funding: Fiscal Year 2014 is based on the April 2014 Foundation Settlement with the Ohio Department of Education and have been adjusted for legislative budget changes. Fiscal Year 2015 assumes a 1% increase from 2014. Fiscal Years 2016 through 2022 assume 2% annual increases over the prior years average per pupil rate. Other state grants are based on historical patterns.

Federal Funding – Revenues are based on 2014 CCIP allocations with carryover amounts from 2013. Food services reimbursements are estimated based on prior years experience. Includes the 2014 allocation for Race to the Top funding plus 2013 carryover. Assumes all federal funds will be collected and expended in the current year.

Salaries – Staff are identified for filled positions with their contracted salaries. Open positions are budgeted at an amount to allow flexibility based on the experience of the new hire. Special Education and Title I staff are based on anticipated student needs and available funding.

Benefits – Calculated using tax rates and a 15% increase in health insurances annually.

Purchased Services – Based on historical patterns and anticipated needs. Includes actual contracts or anticipated contracts where applicable (student services, management fees, grounds maintenance, etc.).

Supplies – Based on actual orders, historical patterns and anticipated needs. Text book orders are approved were May 2013.

Capital Outlay – Based on actual orders, historical patterns and anticipated needs.

Miscellaneous – Based on actual orders, historical patterns and anticipated needs.

Other Uses – Based on actual orders, historical patterns and anticipated needs.

ATTACHMENT 11.6

PERFORMANCE ASSESSMENTS, GOALS, STANDARDS, AND INTERVENTIONS

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

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

A. Performance Assessment Framework

The performance assessment details many items that ESCLEW will review in its oversight of the school. If an issue arises, ESCLEW may utilize intervention(s) listed in this attachment, including any technical assistance necessary to assist the school. These areas will also be used in assessing the renewal or non-renewal of the school.

Overview – Areas of Assessment

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

Mission and Vision Statements

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

Governance

- Effective governance and management structure
- Oversight of school management and evaluation of management team
- Maintenance of corporate status: good standing certificate, timely filing of statement of continued existence, adherence to Code of Regulations, maintenance of corporate record-keeping, proper corporate signatures
- Maintenance of Federal tax-exempt status: timely filing of Form 990s, IRS conflict of interest adherence, no evidence of violation of Internal Revenue Code Section 501(c)(3)
- Compliance with contractual terms: governance trainings, updated governing authority roster, conflict of interest policies
- Disclosure of conflicts, signing of conflict of interest policy, and abstentions in minutes
- Compliance with Open Meetings law, including sufficient minutes

- Balance of educational and financial reporting at meetings
- Informed decision-making and operational transparency
- Any other area of operations, compliance or performance of the Contract

Fiscal or Financial Matters

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

Operations, Record-Keeping, Reporting, and Data

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

Special Education and Other Diverse Learning Needs

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

Academics

The School should be prepared to assess every measure listed below, and every component of every measure by data, in order to enhance targeted assistance. The School understands that, every year, additional measures and components will be added and graded and that an overall grade will be calculated starting in Fiscal Year 2015.

- **Graduation Rate** measures the percentage of students who entered in 9th grade and graduated 4 and 5 years later. Currently, Graduation Rate has a 4 year component (anything below an 84% will require targeted assistance) and a five year component (anything below an 85% will require targeted assistance).
- **K-3 Literacy** measures the improvement in reading for grades K-3. Currently, K-3 Literacy Improvement has one component, but may have more components in the future.
- **Prepared for Success** measures whether graduates are prepared for college or a career. Prepared for Success currently has one component, and it consists of College Admission Tests, Dual Enrollment, Industry Credentials, Honors Diplomas, and Advanced Placement and International Baccalaureate components.
- **Achievement** measures “absolute achievement.” Achievement consists of the Performance Index (anything below a 70% will require targeted assistance). This assesses the achievement of every student (not just which students are proficient) and points are received for each level. The Achievement measure also consists of the Performance Indicators. The indicators show how many students have a proficient level of knowledge. Schools need to have 80% of their students reach proficient in order to meet an indicator. The indicators combine to show a letter grade and that letter grade must be a C, or 70% or more, to avoid targeted assistance.
- **Progress** represents the average annual level of improvement of each student. Its components consist of Value Added Overall, Gifted Students, Progress within the Lowest 20%, and Students with Disabilities (all must be greater than or equal to a -1 value added gain index in order to avoid targeted assistance).
- **Gap Closing** measures the narrowing of gaps in reading and math among subgroups of socio-economic, racial, ethnic, or disability. It is also called Annual Measurable Objectives (AMOs) (anything below a 70% will require targeted assistance).
- **Other Measures of Academic Success**, including:
 - Other assessments conducted by school (NWEA, etc.)
 - Ohio Improvement Process
 - Assessments and interventions required by Third Grade Reading Guarantee
 - Incorporation of Common Core analytic understanding
 - Mission-specific performance measures of academic success
 - Comparison of student performance data with data of the home district building to which students would otherwise be assigned (suggested, and required upon request)
 - Post-secondary readiness, if applicable

B. Technical Assistance, Interventions, and Statutory Consequences

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

Many of the interventions listed below require the Sponsor to provide technical assistance. The Sponsor has attempted to limit financial cost to the School for other interventions in which the School must pay for the intervention. The School should budget for a certain amount of expense due to required performance interventions, programs to collect data, and staff to assess and analyze performance data, as well as increased staff for tutoring or cure of deficiencies.

All interventions will require follow-up, proof of cure, and adherence to cure. Typical interventions, remedies or cures imposed by Sponsor may be, but are not limited to the following:

Mission and Vision Statements Interventions

- Sponsor technical assistance in reaching the mission of the School and to assess the ability of the School to realize its mission, which may include aspects of culture, parent satisfaction, or other visions stated by the School in its Contract, curriculum, or programming
- Sponsor assessment of leadership with the Board or the administration and mutual plan to correct weaknesses in meeting mission
- Outside coaching or training, research, observations, or remedies to meet stated goals, at School's cost.
- Leadership training in area of desired goals and why they are not being reached or how to reach them more effectively, at School's cost
- Other tailored interventions based on the specific circumstances

Governance Interventions

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

Fiscal or Financial Matters Interventions

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

Special Education and Other Diverse Learning Needs Interventions

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

Academic Interventions

- Sponsor technical assistance
- Targeted assistance by the Sponsor as defined below
- Face to face meetings and increased reporting to Sponsor on progress
- Checklists, plans to cure, and periodic data reporting
- Revisions to the Ohio Improvement Plan
- Required academic or professional assistance
- Parent Engagement to support students in academics, attendance, and curriculum
- Curriculum Mapping
- Study of Ohio's New Learning Standards and or the Next Generation of Assessments in Ohio
- OTES and OPES evaluations of staff
- Required training on the Ohio report card indicators or components
- Targeted coaching, at the School's cost
- Targeted tutoring before or after school and/or weekends, at the School's cost

Targeted Academic Interventions and Assistance

Reports on academic data for all measures and components of the Ohio Local Report Card will be required and submitted to Sponsor by October 15 of each school year. A meeting will be required yearly (between October 1 and December 15) between the Sponsor and the School's chief academic officer or administrator(s) to assess the readiness of the School to collect data, assess data, cure weaknesses, and report to the Sponsor. If the School is not fully prepared for this meeting, the School may be subject to some level of discipline.

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

All academic interventions will require a thorough understanding of weaknesses, based on data and tools recommended by Sponsor, a thorough understanding of in which measure and which component within a measure the weakness occurs, and a targeted plan to cure that particular weakness or those weaknesses, whether it be Graduation Rate, K-3 Literacy Improvement, Prepared for Success, Achievement, Progress or Gap Closing, or any other measure now assessed or required to be assessed in the future.

Each plan to cure the weaknesses will require bi-monthly reporting to the Sponsor with a narrative as to how the plan is achieving progress. Should the plan be showing lack of progress, after two months of data, the plan will be re-evaluated and changed, with either additional interventions or supplements to the existing interventions.

Comments on Statutory Consequences

A non-renewal may occur in accordance with any cause allowed by Chapter 3314 of the Ohio Revised Code or the Contract. In making renewal decisions, the Sponsor will consider the school's academic performance and progress, as well as the non-academic areas listed within the Performance Accountability Framework, in conjunction with the information provided with the school's renewal application.

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

- Untimely submissions or lack of cooperation in submissions required by the State or the Sponsor for two or more times per year, or for over five business days
- Lack of compliance with laws or the Contract
- Failure to achieve academic goals, as listed in the Performance Accountability Framework
- Any fiscal matter of any level of risk

- Governance, administrative, or minor financial issues that can be adequately corrected by a Plan to Cure acceptable to Sponsor
- Potential or actual ethics or conflicts violations

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

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

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

Permanent closure under ORC 3314.35 or 3314.351 will occur under the following circumstances:

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

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

C. School-Specific Performance Goals and Measures

This section of Attachment 11.6 provides school-specific academic and non-academic goals and performance measures. The school recognizes that these goals may be revised if the make-up of the school significantly changes or if the standards by which the school is judged by the state change. Schools should include goals for each year of the contract or up to five years. If a school has a contract length of longer than five years, a high-stakes review and goal evaluation will be performed after five years, and the school recognizes that it will re-assess goals at that time, if not sooner.

Academic Performance Goals

Performance Area	Metrics	Goal(s)
Achievement	Proficiency Level Indicators: Percentage of students scoring at or above proficient, by grade and subject; Local Report Card grade, percent, and number of indicators met	From 2013-2018 Westpark Elementary will continue to maintain or increase our high level of student proficiency at each subject level, and maintain the 100% passage of indicators met on an annual basis.
	Performance Index: Local Report Card grade, score, and/or percent increase from previous year	From 2013-2018 Westpark Elementary will continue to maintain or increase our high level of performance index rating. Performance Index 85.4% Grade B Indicators Met 100%
Progress	Local Report Card grade and value-added progress scores, by subgroup, grade, and subject	From 2013-2018 Westpark Elementary will continue to maintain our high level of value added progress scores. Grade A Lowest 20% in achievement Grade B
Gap Closing	Local Report Card Annual Measurable Objectives grade and percentages, by subgroup and subject	From 2013-2018 Westpark Elementary will continue to maintain our high level of annual measurable objectives for Gap Closing. 100% Achieved Grade of A
Graduation Rate	Local Report Card grade and percentages for four- and five-year graduation rates	N/A
K-3 Literacy Improvement	Local Report Card grade, percentage of students achieving or exceeding targeted gains, 3 rd grade reading guarantee diagnostics and assessments	No Data until 2015
Prepared for Success	Local Report Card component grade, percentage of students scoring at each performance level	No Data
Student Performance	Other valid and reliable assessments as indicated in Attachment 6.4	N/A

Non-Academic Performance Goals

Performance Area	Measure(s)	Goal(s)
Attendance	Attendance levels as measured by the Local Report Card, school's attendance system	From 2013-2018 Westpark Elementary will continue to maintain or increase our student percentage attendance. 95.3%
Post-Secondary Enrollment	N/A	N/A
Mission Statement	Constellation Schools creates and provides diverse superior educational opportunities for a community of learners, built on a foundation of character education in a safe environment, ensuring the success and wellness of all children in our advancing technological society.	From 2013-2018 Westpark Elementary will continue to uphold and support the Constellation Mission statement.
Parent Satisfaction	Parent satisfaction surveys.	From 2013-2018 Westpark Elementary will continue to maintain or increase our high level of parent satisfaction as measured by our annual parent satisfaction surveys.
Financial Performance and Sustainability	Annual outside independent audits.	From 2013-2018 Westpark Elementary will continue to maintain our high level of financial performance and sustainability as measured as annual audits.
Governing Board Performance	Monthly board meetings.	From 2013-2018 Westpark Elementary will continue to report to and be accountable to the Governing Board on a monthly basis.
Other School-Specific Goals	N/A	N/A

**MODIFICATION NO. 1
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, which shall be effective on July 1, 2013;

NOW THEREFORE, the parties modify the Contract as follows:

1. **Article II, Section 2.1.** The third sentence is updated to read: "Unless otherwise permitted by law, no Director shall serve on the board of more than four other community schools in the State of Ohio."

The remainder of Section 2.1 remains as originally written in the Contract.

2. **Article II.** At the end, add a new section as follows:

"Section 2.8. Annual Contract Review. The Governing Authority agrees to meet with the Sponsor annually to review terms and requirements of this Contract and shall reserve at least one half hour at a Governing Authority meeting for that purpose."

3. **Article IV Section 4.1** is updated as follows:

In the first paragraph, remove 2313.18 and include sections 2313.19, 3313.539, 3313.609, 3313.6411.

At the end, add the following paragraph: "If the School is a recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009," the School will pay teachers based on performance in accordance with section 3317.141 and will comply section 3319.111 of the Revised Code as if it were a district."

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

4. **Article V, Section 5.1** shall be replaced in its entirety as follows:

"5.1 Location of Facilities. The facility to be used for the primary location of the community school will be maintained at **16210 Lorain Avenue, Cleveland, Ohio 44111**. The School may not open an additional facility without the prior approval of Sponsor and modification of this Contract. The School agrees to comply with all laws, rules, and regulations concerning multiple facilities.

5.2 Lease or Mortgage Payments. If any School facility has been or will be leased, a copy of the fully executed lease must be provided to the Sponsor within three (3) business days of its execution. If any School facility has been or will be purchased by the School, a copy of the contract of sale and related documents must be provided to the Sponsor within three (3) business days of execution, and, after purchase, a copy of the recorded conveyance documents must immediately be provided to the Sponsor. Any lease or use of any School facility must be documented in writing. The facility will not be changed without prior written notification to the Sponsor. Any lease or mortgage payments must be consistent with the budgets given to and approved by Sponsor. In any change of facility, the Sponsor, at its sole discretion, but without obligation to do so, may request maps, plans, revised budgets showing adequate service of the debt and reserves for maintenance or repairs, and/or attorney, accountant, or financial consultant assurances or opinions regarding structure, financing or otherwise. Sponsor may object to location of a proposed facility based on a business reason or an otherwise reasonable basis, but is not obligated to control or direct the marketing or facilities decisions of the School. The Sponsor shall not be liable for the debts obligations, or business of the School, but may request any information Sponsor deems necessary to assess adequate planning for facilities.”

5. **Article V, Section 5.2** is renumbered as **Section 5.3**. The language of the Section remains as originally written in the Contract.

6. **Article VI, Section 6.8** shall be replaced in its entirety as follows:

“**Assuring Adequate Yearly Progress and Value-Added Growth.** If the School does not make Adequate Yearly Progress and/or meet state standards for value-added on the Ohio Local Report Card, the School shall develop a school-wide plan of intervention and submit the plan to Sponsor for approval. The School shall also develop a plan of intervention for each student not found proficient or who has not made a year’s growth under value-added standards, and shall make such plans available for review by Sponsor.”

7. **Article VI, Section 6.11.** The first sentence of the Section is replaced as follows: “Prior to graduation, the **School** shall send its list of graduates to **Sponsor**.” The remainder of Section 6.11 remains as originally written in the Contract.

8. **Article VI, Section 6.13.** The last sentence is removed. The remainder of Section 6.13 remains as originally written in the Contract.

9. **Article VIII, Section 8.1.** At the end, add the following sentence: “Any classroom teacher hired on or after July 1, 2013 and employed to provide instruction in physical education must hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.”

10. **Article IX, Section 9.3** shall be replaced in its entirety as follows:

“**Fiscal Licensure.** Prior to assuming the duties of fiscal officer of the School, the fiscal officer shall be licensed as provided for in R.C. 3301.074. The licensure is attached as **Attachment 9.3**. Any updates or changes to the fiscal licensure must be sent to the Sponsor within five (5) business days.”

11. **Article IX, Section 9.4** shall be replaced in its entirety as follows:

“Fiscal Bond. The School’s fiscal officer shall execute a bond in an amount and with surety to be approved by Sponsor, payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the School’s fiscal officer. The bond shall be deposited with and certified by the Governing Authority, and a copy thereof filed with the county auditor. A copy of the fiscal officer bond is contained in **Attachment 9.4**. Any updates or changes to the bond shall be sent to the Sponsor within five (5) business days.”

12. **Article IX, Section 9.7** shall be replaced in its entirety as follows:

“Payment to Sponsor for Oversight. For and in consideration of one and one-half percent (1.5%) of all state per-pupil foundation funds received by the School from the State of Ohio (but only up to 3% of such funds unless otherwise allowed by law), the Sponsor shall provide the oversight required by law, at the inception of this Contract. Beginning on July 1, 2015, this percentage will automatically increase to two percent (2%) of such funds. Payments to the Sponsor shall be made by monthly automatic transfer to the general fund of the Sponsor, and the School agrees to sign documentation necessary to accomplish the same.

At the inception of this Amended and Restated Contract, the oversight fee will remain at 1.5%, and it will increase to 2% on July 1, 2015, as outlined above. Beginning eighteen (18) months thereafter, the ESCLEW reserves the right to increase the fee upon not less than sixty (60) days prior written notice, for not more than 0.5% each increase, at any rolling 18-month interval during the term of this Contract, provided the total oversight fee shall never exceed statutory limits (currently 3%).

However,

1. It shall not be mandatory for the ESCLEW to raise any oversight fee;
2. Nothing shall prohibit the ESCLEW from raising the oversight fee to any increment below 0.5% of the last fee amount, and
3. Should the laws, rules, or regulations change to increase oversight fees or regulate how or from whom they are paid or otherwise, this Contract shall be amended to comply with such laws at the Sponsor’s written request and, the School agrees to automatically comply with such new rules even without such amendment, at the Sponsor’s written request.”

13. **Article XI, Section 11.9** shall be replaced in its entirety as follows:

“Suspension. The Sponsor may suspend operations of the School if (a) conditions of the School do not comply with a health and safety standard established by law for school buildings; or (b) for (1) failure to meet student performance requirements stated in this Contract; (2) failure to meet generally accepted standards of fiscal management; (3) violation of any provision of this Contract or applicable state or federal law; or (4) other good cause, if Sponsor first sends a written notice of intent to suspend explaining the reasons and provides the Governing Authority with five (5) business days to submit a remedy, and either promptly reviews and disapproves the proposed remedy, or the Governing Authority fails to submit a remedy or fails to implement the remedy.

Once the School is suspended, it must cease operations on the next business day and immediately send notice to all School employees and parents stating that the School is suspended and the reasons therefore. The School again has an opportunity to submit a proposed remedy within five (5) business days. The School may not operate while the suspension is in effect, and any such suspension shall remain in effect until Sponsor notifies the Governing Authority that it is no longer in effect. At all times during suspension, the School remains subject to nonrenewal or termination proceedings, in accordance with the law."

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: 6/25/13

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

By: 

(Signature)

Its: PRESIDENT

(Title)

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

Date: 6-20-13

- 1.4 **Tax Exempt Status.** The **School** may, but is not required to, qualify as a Federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. Should the **School** so qualify, a copy of its federal tax exempt status determination letter must be forwarded to the **Sponsor**. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within three (3) business days after notice to the **School**, with a copy of any documentation and official/governmental notices or letters.
- 1.5 **Corporate Documents.** Attached as Attachment 1.5 are the Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Employer ID Number, Code of Regulations, IRS Determination Letter (if any), Mission Statement and Organizational Chart of the **School**. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** within three (3) business days of the effective date of such changes, along with a copy of all documentation and filings.
- 1.6 **Prior Status.** The **School** was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the **Sponsor** may terminate this Contract.
- 1.7 **Sponsor.** The **Sponsor** shall carry out the responsibilities established by law, including:
- (a) Monitor the **School's** compliance with the laws applicable to the **School** and with the terms of this Contract;
 - (b) Monitor and evaluate the academic and fiscal performance and the organization of the **School** on at least an annual basis, and, if applicable, if **Sponsor** so elects under R.C. 3314.35(E) or 3314.36(D), the **Sponsor** may also evaluate the academics of the **School** for a period of at least three school years as described in Attachment 1.7(b), and provide the results of this evaluation to the Ohio Department of Education and the parents of students enrolled at the **School**;
 - (c) Provide reasonable technical assistance to the **School** in complying with this Contract and with applicable laws (provided, however, **Sponsor** shall not be obligated to give legal advice to the **School** (*See 2.7 below*));
 - (d) Take steps to intervene in the **School's** operation to correct problems in the **School's** overall performance, declare the **School** to be on probationary status pursuant to R.C. 3314.073, suspend operation of the **School** pursuant to R.C. 3314.072, or terminate or non renew this Contract pursuant to R.C. 3314.07, as determined necessary by the **Sponsor**; and
 - (e) Establish and/or require a plan of action to be undertaken if the **School** experiences financial difficulties or closes before the end of the school year. Such plan or requirements for such plan shall be set out by the **Sponsor** as and when financial difficulties arise in a customized tailored manner to address the source of difficulties.

required by regulations of the Ohio Department of Education for oversight of the **School**. This includes, but is not limited to:

- Annual file up-date per checklist as set out by the **ESCLEW**.
- Preliminary site visit and certification of letter of assurances at least 12 days prior to the first day of school and at all times thereafter as determined necessary by the Sponsor.
- Monthly reviews of financials and enrollment records.
- Other appropriate requests for information from the **Sponsor**, the Ohio Department of Education or other applicable governmental agencies.
- Timely submit all required or requested data into the ESCLEW/AOIS document management system.
- Maintain daily attendance sheets, signed and verified by the teacher and Principal of the School.
- Maintain high school drop-out recovery status (if applicable) and comply with all current and future rules, regulations and assessments associated with such status.

2.5 **Power of Attorney.** The **School Governing Authority** hereby grants to the **Sponsor**, a power of attorney to carry out all provisions of applicable law and this Contract on behalf of the **School Governing Authority**, should it become necessary in the **Sponsor's** sole opinion, and, subject to Ohio Open Meetings law, to appoint a new Board of Directors (all but one must be unrelated to **Sponsor**) for cause or for breach of this Contract, to all extents permissible by law. The **School Governing Authority** confirms its consent to this power by signing below, and shall execute and deliver to the **Sponsor** all agreements, and other documents that the **Sponsor** reasonably shall deem necessary or appropriate to comply with this subparagraph. Upon any failure by the **School Governing Authority** promptly to comply with the requirements of this subparagraph, the **Sponsor** shall be entitled to an order of specific performance from a court of law, ordering the **School Governing Authority** to comply. In addition, any failure by the **School Governing Authority** promptly to comply with the requirements of this subparagraph shall be good cause for termination of this Contract. **In order to effectuate this provision, the Code of Regulations of the School must contain a provision allowing the Sponsor to appoint (non Sponsor related) Directors, and/or dismiss any Directors, if the Sponsor deems necessary at its discretion.**

2.6 **General Training.** The **School** administrator, or appropriate representative, shall participate regularly in training provided by the **ESCLEW** and by the Ohio Department of Education, or the approved or affiliated organization of any of the preceding entities.

2.7 **Technical Assistance and Training by Sponsor.** The **Sponsor** may provide technical assistance and training to the **School** and its staff at such times and to the extent that the **Sponsor** deems appropriate or as the then current law requires. The **School Governing Authority** or its administrators have an obligation to attend training and receive technical assistance at the direction of the **Sponsor**.

ARTICLE III
Operations

- 3.1 **Student Transportation.** The School's plan for transportation of students is provided in Attachment 3.1. The **School Governing Authority** will work to assure that transportation of students is provided in accordance with all laws, rules and regulations, including to and from career technical programs.
- 3.2 **Management by Third Parties.** If the **School Governing Authority** enters into any contract for management or operation of the **School** and its curriculum and operations, such fully executed contract must be attached as Attachment 3.2. Any changes in the management company or contract shall require prior written approval of the **Sponsor** and incorporation as Attachment 3.2. If the management company provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, then the management company must provide a detailed accounting of the nature and costs of the services it provides to the **School**, acceptable to the Auditor of the State of Ohio. If at some point **Sponsor** deems, at its discretion, that due to mismanagement, governance, or performance, another company is necessary, **Sponsor** may require **School** to interview, select and enter into an agreement for such services and such management agreement must be approved by **Sponsor**. Any management agreement with the **School** must allow the **Governing Authority** to have its own legal counsel, paid for by the revenues of the **School**, should the **School** and management company be adverse to each other with any particular matter.
- 3.3 **Non-Sectarian.** The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
- 3.4 **Technology Plan.** The **School** must have a state-approved technology plan within sixty (60) days of execution of this Contract and complete the filing procedures for E-tech Ohio or any successor thereof on or before the next applicable deadlines. All technology plans must be updated and submitted as required by law, rule or regulation.
- 3.5 **Disposition of Assets.** In the event that this Contract is a) suspended and terminated or b) not renewed and not reassigned to or sponsored by another authorized sponsor, or c) the **School** dissolves, the operation of the **School** will cease as a community school. The following requirements and procedures apply regarding the **School Governing Authority** and the **School**.
- 3.5.1 After paying or adequately providing for the payment of all known obligations of the corporation, the Directors shall distribute the remainder of the assets as follows:
- (a) Assets held upon condition requiring return, transfer, or conveyance, which condition shall have occurred by reason of the dissolution or otherwise, shall be returned, transferred or conveyed in accordance with such requirements;

(b) In the case of a public benefit corporation:

(i) Assets held by it in trust for specified purposes shall be applied so far as is feasible and in accordance with the terms of the trust,

(ii) The remaining assets not held in trust shall be applied so far as is feasible towards carrying out the purposes stated in the **School's** articles,

(iii) In the event and to the extent that, and in the judgment of the directors, it is not feasible to apply the assets provided in above clauses (a) and (b), the assets shall be applied as may be directed by the court of common pleas and the county and this state in which the principle office of the corporation is located.

3.5.2 In applying the principles stated above, adherence to R.C. 3314.074(A) and (B) should be respected to the fullest extent not in conflict with the above.

3.5.3 The School shall comply with and cooperate with the closing requirements summarized on Attachment 3.5.3 and all other required procedures, including any Ohio Department of Education Closing Procedure Guidance at the pertinent time.

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

3.7 **Policies and Parent Surveys.** The School shall send to **Sponsor**, copies of policies and handbooks, a parent involvement policy, and any parent survey measuring parent satisfaction with the operation of the School.

ARTICLE IV **Compliance With Laws**

4.1 **Compliance with Laws.** The School shall comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.18, 3301.0710, 3301.0711, 3301.0712, 3301.0714 (as stated in 3314.17), 3301.0715, 3313.472, 3313.50, 3313.536, 3313.608, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.643, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.80, 3313.801 (as if the school were a district), 3313.814, 3313.816, 3313.817, 3313.86, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3321.01, 3321.041, 3321.13-14, 3321.17-191, 3327.10, 4111.17, 4113.52 and 5705.391, Chapters 117., 1347., 1702., 2744., 3307, 3309, 3314., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code as if it were a school district. Unless prohibited by the United States Constitution, the Ohio Constitution, or other controlling law, the **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory, are permissive, unless otherwise

specifically required under this Contract. Laws listed above which are mandatory, are also mandatory under this Contract.

The **School** shall comply with Chapter 102 of the Ohio Revised Code and section 2921.42 of the Ohio Revised Code. The **School** must have a conflict of interest policy, attached as Attachment 4.1.

The **School** shall also comply with R.C. 3302.04, including division (E) of that section to the extent possible, except that any action required by a school district under R.C. 3302.04 shall be taken by **Sponsor**. The **Sponsor**, however, shall not be required to take any action under R.C. 3302.04(F).


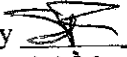
The **School** shall comply with R.C. 3313.614, and with R.C. 3313.61 and 3313.611 as qualified by R.C. 3314.03(A)(11)(f) (See 6.11 below).

- 4.2 **Compliance With Other Laws.** The **School** and the **School Governing Authority** may carry out any act or insure the performance of any function that is in compliance with the United States Constitution, the Ohio Constitution, Federal law, Ohio law or this Contract. The **School** is not exempt from federal laws, rules and regulations, or Ohio laws granting rights to parents. The **School** specifically acknowledges that federal laws, rules and regulations apply to its operation, including but not limited to those having to do federal grants.

ARTICLE V

Facilities

- 5.1 **Location of Facility.** The facility to be used for the community school will be maintained at 16210 Lorain Avenue, Cleveland, Ohio 44111. If the facility has been or will be leased, a copy of the fully executed lease must be provided to the **Sponsor** within three (3) business days of its execution. If the facility has been or will be purchased by the **School**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within three (3) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the **Sponsor**. Any lease or use of the facility must be documented in writing. The facility will not be changed and the number of square feet used will not be reduced without prior notification to the **Sponsor**. Any lease or mortgage payments must be consistent with the budgets given to and approved by **Sponsor**. In any change of facility, the **Sponsor**, at its sole discretion, but without obligation to do so, may request maps, plans, revised budgets showing adequate service of the debt and reserves for maintenance or repairs, and/or attorney, accountant or financial consultant assurances or opinions regarding structure, financing or otherwise. **Sponsor** may object to location of a proposed facility based on a business reason or an otherwise reasonable basis, but is not obligated to control or direct the marketing or facilities decisions of the **School**. The **Sponsor** shall not be liable for the debts, obligations or business of the **School**, but may request any information **Sponsor** deems necessary to assess adequate planning for facilities.

School _____ By  Initials _____ ESCLEW By  initials _____

- A Certificate of Occupancy must be provided to the **Sponsor** prior to occupancy. Proof of occupancy shall be satisfied by the **School's Governing Authority** providing to the **Sponsor** any permanent, interim or temporary certificate of occupancy issued by the government agency having jurisdiction over the same.

aligned with Ohio Content Standards. The ESCLEW specifically authorizes "Learning Opportunities" to include educational opportunities provided by the School during suspension or expulsion of the School's students, if provided for by the School's own policies. "Learning Opportunities" shall also include any opportunities provided for in a Credit Flex program of the School or as described on Attachment 6.3.

6.4 **Achievement Tests, Value-Added Assessments, Other Assessments and Standards.**

The performance standards (requirements) and assessments which shall include statewide proficiency or achievement tests and any other standards and/or assessments required by law or recommended by the **Sponsor**, must be timely and properly administered, met and completed. Initial performance standards/requirements are attached as Attachment 6.4. The School shall also be evaluated based upon state standards. State standards shall be met by the **School** and may be changed from time to time by the Ohio Department of Education. In addition to the required testing, the **School** must assess and keep benchmarks acceptable to the **Sponsor**, of all students, in order to provide guidance for the **Sponsor** to review yearly progress. Such assessments and intended benchmarking are identified on Attachment 6.4. No assessment tools may be changed without notification to the Sponsor, which shall contain the justification for the change. The **School** specifically acknowledges the closure provisions of the Ohio Revised Code section 3314.35.

6.5 **Racial and Ethnic Balance.** The **School** will attempt to achieve and attempt to continue, as the case may be, racial and ethnic balance reflective of the community it serves by doing each of the items recited in Attachment 6.5. Notwithstanding the admissions procedures of the School, in the event that the racial composition of the enrollment of the **School** is violative of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order.

6.6 **Tuition.** Subject only to any applicable exception pursuant to section 3314.26 of the Ohio Revised Code, tuition in any form shall not be charged for the enrollment of any student. Nothing in this section prevents reasonable activity or class fees as allowed by law, or the **School's** engaging in voluntary fund-raising activities or the School's ability to otherwise charge tuition or fees if expressly allowed by applicable statute.

6.7 **Suspension and Expulsion Policies.** A policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto is included in Attachment 6.7. The **School's** policy and practices pursuant to the policy shall comply with the requirements of sections 3313.66, 3313.661, and 3313.662 of the Ohio Revised Code. Those policies and practices shall not infringe upon the rights of handicapped students as provided by state and federal law, and, the **School** must also maintain a separate policy for the discipline of students receiving special education services (also in Attachment 6.7).

6.8 **Assuring Adequate Yearly Progress.** The **School** shall develop a plan of intervention for all students not found proficient or not making adequate yearly progress, and submit it to the **Sponsor** for approval.

- 6.9 **Disabled Students.** Upon admission of any disabled student, the **School** shall comply with federal and state laws regarding the education of handicapped students. The **School** shall provide all necessary related services, or, the **School** may contract for related services if it provides documentation to **Sponsor** identifying the providers, along with the plan to provide related services, the provider's qualifications, experience and reputation.
- 6.10 **School Closure.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **School Governing Board** fails to continue until the end of the approved school year or is otherwise suspended or terminated. Provided however, **Sponsor** may suspend the operations or terminate the contract as otherwise indicated by law. The **School Governing Authority** and its administration takes sole responsibility for the ODE closing procedures listed in Attachment 3.5.3 and indemnifies, shall defend and hold harmless the **Sponsor** for all performance thereof.
- 6.11 **High School Diplomas.** Within two (2) business days from when **School** receives its information of which students passed all required tests for graduation, the **School** shall send its list of graduates to **Sponsor**. **Sponsor** shall be invited to all graduation ceremonies. The **School** shall comply with the requirements of the Ohio Core Curriculum and/or allowable waivers thereof. If the **School** is a high school awarding a diploma, the **School** shall comply with sections 3313.61 and 3313.611 of the Ohio Revised Code except that, by completing the curriculum adopted by the **School Governing Authority** the student will be deemed to have met the requirement that a person must successfully complete the curriculum specified in Title 33 of the Ohio Revised Code. Provided, however, beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in sections 3313.61 and 3313.611 [3313.61.1] of the Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of section 3313.603 [3313.60.3] of the Revised Code, unless the person qualifies under division (D) or (F) of that section. Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, adopted by the state board of education under division (J) of section 3313.603 [3313.60.3] of the Revised Code.
- 6.12 **Admissions Policy.** The admissions and enrollment procedures of the **School** are attached hereto as Attachment 6.12 and shall be followed and may not be changed without the prior written consent of the **Sponsor**. At a minimum, the admission procedures at all times must:
- (a) specify that the school will not discriminate in its admission of students to the school on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude [If the **School** limits admission to "at-risk" See (b) below];

- (b) be open to any individual entitled to attend school in the State of Ohio pursuant to section 3313.64 or section 3313.65 of the Ohio Revised Code, except that admission to the school may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of "at-risk" that the parties to this Contract agree upon and/or; (iii) residents of a specific geographic area that the parties to this Contract agree upon.

If the number of applicants meeting admission criteria exceeds the capacity of the **School's** programs, classes, grade levels or facilities, students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and may be given to eligible siblings of such students. The lottery may be conducted by the **Sponsor**.

- (c) If admissions is limited to providing simultaneous special education and related services to a specified number of students identified as autistic, and regular education programs to a specified number of non-handicapped students, then the target ratio of the number of autistic students to non-handicapped students in the **School's** population shall be N/A; the total number of autistic students to be enrolled in the **School** shall be N/A; the total number of non-handicapped students to be enrolled in the **School** shall be N/A. Specify "N/A" if not applicable, here N/A.
- (d) The **School** shall adopt a policy regarding the admission of students residing outside the district in which the **School** is located, which shall comply with the administrative procedures specified herein and shall either permit the enrollment of students who reside in districts adjacent to the district in which the **School** is located or permit the enrollment of students who reside in any other district in the state. Such a policy is included in Attachment 6.12.

6.13 **Attendance Policy.** Attachment 6.13 must also include the **School's** Attendance and Truancy Policies, as well as procedures for automatic withdrawal if a student misses 105 consecutive hours of learning opportunities. Attendance must be itemized and verified daily by the applicable teacher(s).

6.14 **Internet or Computer-Based Community Schools.** The **Governing Authority** and **School**, if an internet or computer-based community school shall comply with the requirements in Attachment 6.14.

ARTICLE VII **Reporting**

7.1 **Annual Report.** The **School Governing Authority** shall submit not later than October 30 of each year to the **Sponsor** and to the parents of all students enrolled in the **School**, or any other statutorily required parties, its financial status, and the annual report of its activities and progress in meeting the goals and standards of this Contract, its activities and standards.

7.2 **Reports to Sponsor.** The **School Governing Authority** shall report to the **Sponsor** the following on or before the day set by statute, rule or regulation, or, by the **Sponsor**, all information or documents required under applicable law, including but not limited to:

- (a) that information required under R.C. 3314.08(B)(2)(a)-(i); and
- (b) the number of student suspensions and expulsions and the number of students suspended and expelled; and
- (c) the number and names of students withdrawn; and
- (d) annually, or at the request of **Sponsor**, any event, occurrence or circumstance that could reasonably have a material adverse effect on the operations, properties (both real or personal), assets, condition (financial or otherwise), enrollment, prospects or reputation of the **School**, including but not limited to notice of breach of this Contract; breach, claimed default or violation of any covenant or term of any loan or contract with a third party; failure to maintain in good standing its non-profit corporate charter or its tax exempt status; failure to comply with any conditions of permits, licenses, certificates or other regulatory or similar obligations; threats of or claims for lawsuits, actions, investigations, arbitrations or mediations; and, the **School Governing Authority's** position, cure, or plan of action; and
- (e) all items required to be reported in this Contract, or by the Ohio Department of Education, including but not limited to those listed on Attachments 7.2(h); and
- (f) all financials, budgets, assets, liabilities, or similar information and enrollment records (required monthly); and
- (g) staff and teacher turnover; and
- (h) any structure, governance or operational information.

7.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits at **Sponsor's** request and shall be allowed access for such site visits or other impromptu visits as **Sponsor** deems advisable or necessary.

ARTICLE VIII **Employees**

8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with R.C. 3319.22 to 3319.31, or other applicable sections of the Ohio Revised Code. Upon employment, the **School** shall forward teacher qualifications to **Sponsor**. The **School** may employ non-certificated persons to teach up to twelve (12) hours per week pursuant to R.C. 3319.301, to the extent permitted by the No Child Left

Behind Act. The school-wide students to full-time equivalent classroom teacher ratio shall be no more than 25 to 1. The **School** may also employ necessary non-teaching employees. Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the **School**. All teachers and para-professionals shall meet the "highly qualified" standards as applicable and as set out in the law known as "No Child Left Behind" or its successors law(s). The LPDC Policy must be provided to Sponsor and implemented by the School.

8.2 **Dismissal of Employees.** Subject to 11.2 below, the **School Governing Authority** may employ administrators, teachers and non-teaching employees necessary to carry out its mission and fulfill this Contract, so long as no contract of employment extends beyond the term of this Contract. The dismissal procedures for staff and the plan for disposition of employees if this Contract is terminated, are set out on Attachment 8.2.

8.3 **Employee Benefits.** Any health, medical or other benefits provided by the **School** shall be set out in Attachment 8.2. Attachment 8.2 may be amended by the **School** from time to time, provided however, all such amendments shall be provided to **Sponsor** in writing within three (3) business days of amendment or change. In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supercedes Attachment 8.2 to the extent that the collective bargaining agreement provides for health and other benefits. Any collective bargaining agreement shall not, under any circumstances, be a part of this Contract.

8.4 **Criminal Background Check.** The **School Governing Authority** must request that the superintendent of the Bureau of Criminal Identification & Investigation and the Federal Bureau of Investigation conduct a criminal background records check for any applicant who has applied to the **School** for employment, in any position, as a person responsible for the care, custody and control of a child, including those who may be in unsupervised contact with a child. The School shall obtain written consent from such persons in order to give such background checks to Sponsor. In the alternative, if consent can not be obtained, the School may either (a) provide an attorney opinion letter or (b) provide an affidavit from the Board President or Chairperson, in either case stating that the checks are either 1) clean or 2) reviewed and approved by legal counsel, on a timely basis. An applicant may be employed conditionally until the criminal records check is completed and the results of the criminal records check are received. If the results of the criminal records check indicate that the applicant does not qualify for employment or care, custody or control of, or unsupervised contact with children, the applicant shall be released from employment. The **School** shall conduct such background checks for renewals of licenses and shall follow all required reporting of misconduct to the State Superintendent of Public Instruction.

All volunteers must be notified that the **School** may require a background check of the volunteer at any time, at the **School's** request.

ARTICLE IX

Finance

9.1 **Financial Records.** The School's financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State, and audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code.

9.2 **Fiscal Services.**

Constellation Schools: Westpark Community Elementary
The School agrees that its fiscal agent shall be (pick and initial only one):

School by _____

ESCLEW by _____
(initials)

1. Its Treasurer, _____; or

School by *B.A.*

ESCLEW by *SE*
(initials)

2. Its Management Company, *Constellation Schools*, through the Management Company's Treasurer *Thomas F. Babb* (name);

School by _____

ESCLEW by _____
(initials)

3. The ESCLEW's Treasurer by way of a Fiscal Services Agreement. (Note requirements in Attachment 9.2)

School by _____

ESCLEW by _____
(initials)

4. A qualified service provider named _____ (credentials and training to be provided to the Sponsor).

Should the School be using the ESCLEW's Treasurer, the Fiscal Services Agreement is as stated in Attachment 9.2. Payments to the Sponsor for fiscal services are as stated in such Fiscal Services Agreement and are in addition to the oversight fee in §9.7 below.

If 9.2, 1., 2. or 4 are chosen, the School Treasurer must be obligated to assist in all closing procedures and Ohio Department of Education closing requirements listed on Attachment and Supplement 3.5.3., and to participate in any final audit if the School closes, is non-renewed, suspended or terminated.

If the School does not use the Sponsor for its Treasurer, the School's Treasurer must be obligated to assist in all closing procedures, regular, special or final, audits, closing requirements listed on Attachment 3.5.3, and all Ohio Department of Education rules and procedures, even if the School closes, is not renewed, suspended or terminated.

9.3 **Fiscal Licensure.** Prior to assuming the duties of fiscal officer, agent and/or fiscal servicer of School, the fiscal officer, agent or service provider shall be licensed as provided for in Ohio Revised Code 3301.074 or shall have completed not less than 16 hours of continuing education classes, courses or workshops in the area of school accounting as approved by the Sponsor, completed an additional 24 hours of continuing education classes, courses or workshops in the area of school accounting as approved by the Sponsor, and have completed or will complete 8 hours of continuing education classes, courses or workshops in the area of school accounting as approved by the

Sponsor during each subsequent year. The Certification of Training or licensure is attached as Attachment 9.3.

- 9.4 **Fiscal Bond.** Fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by Sponsor, payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the School fiscal agent, officer or service provider. The bond shall be deposited with Sponsor, and a copy thereof, certified by Sponsor, shall be filed with the county auditor. A copy of the fiscal agent bond is contained in Attachment 9.4.
- 9.5. **Budget.** Prior to its first opening, the School must submit a balanced budget for 25 students, 50 students and 80 students. A continuing start-up school may submit its budgets based on historical data. A financial plan detailing an estimated school budget for each fiscal year of this Contract, and for five years, is attached as Attachment 9.5. Each year of this Contract, on or before June 30, a revised school budget shall be submitted to the **Sponsor**. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under section 3314.08 of the Ohio Revised Code. Should the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to revise or comply with such requests. Should the **School** be managed by a third party management company, the **School Governing Authority** must procure from such management company, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue and expenses as required or permitted by law.
- 9.6 **Borrowing Money.** The **School** may borrow money to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within five (5) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities.
- 9.7 **Payment to Sponsor for Oversight.** For and in consideration of one and one-half percent (1.5%) of all state per-pupil foundation funds received by the **School** from the State of Ohio (but only up to 3% of such funds unless otherwise allowed by law), the **Sponsor** shall provide the oversight required by law. Payments to the **Sponsor** shall be made by monthly automatic transfer to the general fund of the **Sponsor**, and the **School** agrees to sign documentation necessary to accomplish the same.

At the inception of this Amended and Restated Contract, the oversight fee will be set at or remain at 1.5% as described above. The ESCLEW reserves the right to increase the fee upon not less than sixty (60) days prior written notice, for not more than .5% each increase, at any rolling 18-month interval during the term of this Contract, provided the total oversight fee shall never exceed statutory limits (currently 3%).

However,

1. It shall not be mandatory for the ESCLEW to raise any oversight fee; and
2. Nothing shall prohibit the ESCLEW from raising the oversight fee to any increment below .5% of the last fee amount, and
3. The School may exercise an option to waive any increase, once during the first 35-month period of this Contract only, as measured from the proposed effective date of the last Sponsor-requested raise in fee if:
 - a. the School's enrollment at the time of the notice of increase is 1,000 students or more on the most recent past month's CSADM report; or
 - b. the School's most recently officially released academic Ohio Report Card Rating is Effective or higher, and (i) there are no findings in the school's last officially released annual state audit, no special education, FTE federal grant or lunch audit findings and no special audits or other administrative audits then being conducted.
4. Should the laws, rules or regulations change to increase oversight fees or regulate how or from whom they are paid, or otherwise, this Contract shall be amended to comply with such laws at the Sponsor's written demand, and, the School agrees to automatically comply with such new rules even without such amendment, at the Sponsor's written demand.

9.8 **Federal Grants.** School must report to Sponsor the sources of funds used to acquire property and equipment used at the School, clearly delineated and tracking those acquired with federal funds, and shall report to Sponsor the disposition of assets acquired with federal funds with an explanation as to how disposed and backup for proper disposition in accordance with the applicable law and grant rules. The School also acknowledges that certain federal grants, including but not limited to the federal food programs may require bidding processes not otherwise required under state law.

9.9 **Fiscal Year.** The fiscal year for the School shall be July 1 to June 30.

ARTICLE X

Insurance/Indemnification

10.1 **Liability Insurance.** Comprehensive general liability insurance at all times will be maintained by the **School Governing Authority** in amounts not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary coverage in an amount no less than Five Million Dollars (\$5,000,000). The insurance coverage shall be not only for the **School** and the **School Governing Authority**, its Directors, Officers and its employees but also for the **Sponsor**, its Board, Superintendent and employees as additional insureds. The **School Governing Authority** shall also

maintain directors and officers liability/errors and omissions coverage in the amount of One Million Dollars (\$1,000,000) per occurrence. The insurance coverage must be occurrence coverage rather than claims made coverage. The **School Governing Authority** must obtain policies that notify the **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage; and shall provide evidence of the same as Attachment 10.1. School must provide copies of all comprehensive general liability, real or personal property, directors and officers liability insurance, proof of worker's compensation payments and unemployment compensation payments and notice of lapse of any such coverage to **Sponsor** within three (3) business days of request, and, within three (3) business days of any change or notice to School by the applicable insurance entity.

10.2 **Indemnification.** The **School Governing Authority** and **School** shall defend, indemnify, save and hold harmless the **Sponsor** and its Board, Superintendent, officers, employees and agents from any and all claims, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs, or expenses (including, without limitation, attorneys', expert, accounting, auditors or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:

- (a) A failure of the **School Governing Authority** and/or **School** or any of its officers, directors, employees, agents or contractors to perform any duty, responsibility or obligation imposed by law or this Contract;
- (b) An action or omission by the **School Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that results in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal), or Liabilities;
- (c) Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Contract; (2) any breach or any failure of the **School** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract or under the law, and all agreements delivered in any way connected herewith, on the part of the **School**, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, their heirs or representatives, the **School** Governing Authority or to third parties in any way related to the **School** or its operations or in any way related to closure, termination or suspension of the School; and
- (d) Any Liabilities incurred by **Sponsor** or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against **Sponsor** by the **School** or the **School Governing Authority** unless the School or School Governing Authority obtains a final judgment or order on the merits against the **Sponsor**, and the right to appeal such judgment or order has been exhausted or has expired.

- 10.3 **Indemnification if Employee Leave of Absence.** If the **Sponsor** provides a leave of absence to a person who is thereafter employed by the **School**, the **School Governing Authority** and the **School** shall indemnify and hold harmless the **Sponsor** and its board members, Superintendent, employees and agents from liability arising out of any action or omission of that person while that person is on such leave and employed by the **School Governing Authority**.
- 10.4 **Survival.** All provisions of Article X, section 10.2 shall survive the voidance, expiration, termination, nonrenewal, suspension or abandonment of this Contract.

ARTICLE XI

General Provisions

- 11.1 **Contract Authorization.** Before executing this Contract, the **School Governing Authority** must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Contract and authorizing one or more individuals to execute this Contract for and on behalf of the party, with full authority to bind the party.
- 11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Contract, or by the **Sponsor**, contracts entered into by the **School** with third parties shall provide for the **School's** right to terminate upon failure of the **School** to remain in operation.
- 11.3 **General Acknowledgements.** The **School** specifically recognizes and acknowledges the following:
- (a) The **Sponsor's** authority to assume operation of the **School** under R.C. 3314.073.
 - (b) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
 - (c) The authority of the Ohio Department of Education to suspend the operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein.
 - (d) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** pursuant to R.C. 3314.07(D) and 3314.08(J)(2), and any other applicable law limiting the liability of the **Sponsor**.
 - (e) The **Sponsor** may take steps to intervene in, correct, declare probationary status of, suspend, terminate or non-renew the status of the **School** as an Ohio Community School, and correct problems in the **School's** performance.
 - (f) The Ohio Department of Education may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
 - (g) The mandate of permanent closure under R.C. 3314.35, under the circumstances enumerated therein.

- (h) That the Auditor of the State of Ohio may deem the School "unauditable" and direct the stoppage of funding for the School, and, the Sponsor's right to terminate this Contract in such a situation.
- (i) That the Ohio Department of Education has set out its guidance for closing procedures (attached as a modified supplement to Attachment 3.5.3) and that the School hereby authorizes Sponsor to take all such action required by the ODE therein if the School administration or Board itself does not do so in a manner acceptable to the Sponsor or the ODE.
- (j) The **Sponsor** and its officers, directors, governing board, administrator, consultants, and employees are granted civil immunity for any action authorized under Chapter 3314, Ohio Community School Law, or the sponsorship contract, that is taken to fulfill the **Sponsor's** responsibility to oversee and monitor a community school, in accordance with R.C. 3314.07 or otherwise, and, the School hereby indemnifies, defends, and shall hold the **Sponsor** harmless from all such actions.

11.4 **Dispute Resolution.** Sponsor and School agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Contract or the law. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three mediators from the Toledo Bar Association and each eliminate one, using the one mediator left after eliminations. All mediation will take place in Lucas County and all costs of the mediator shall be split equally between the parties.

11.5 **Term.** This Contract shall be for a term of ten (10) years effective as of, or, commencing on July 1, 2012 and ending on June 30, 2022. However, the School agrees to close voluntarily and waives all rights of due process and all claims, losses, causes of action or damages of any kind against ESCLEW if the School is closed mandatorily by statute, by another governmental agency or by operation of law.

School By 3/2 ESCLEW By ES
initials initials

11.6 **Renewal.** Renewal is subject to the **Sponsor's** determination that the **School** has satisfactorily complied with the applicable laws and this Contract, and that the **School's** progress in meeting the academic goals stated in this Contract is satisfactory.

11.7 **Non-renewal of this Contract.**

- (a) The **Sponsor** may choose not to renew this Contract at its Expiration Date for any of the following reasons:
 - (1) Failure to meet student performance requirements stated in this Contract;
 - (2) Failure to meet generally accepted standards fiscal management;
 - (3) Violation of any provision of this Contract or applicable state or federal law;
 - (4) Other good cause.

By February 1 of the year in which the **Sponsor** intends to not renew the Contract, the **Sponsor** shall notify the **School** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the **School** may, within fourteen (14) days of receiving the notice, request, in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days of the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to not renew this Contract.

(b) If the **School** does not intend to renew this Contract with the **Sponsor**, the **School** shall notify the **Sponsor** in writing of that fact at least one hundred eighty (180) days prior to the expiration of this Contract. In such a case, the **School** may enter into a Contract with a new sponsor in accordance with R.C. 3314.03, upon the expiration of this Contract, or, at the sole discretion of the **Sponsor**, by an assignment of this Contract before its expiration date.

11.8 **Probation.** The **Sponsor** may, in lieu of suspension or termination, declare in writing that the **School** is in a probationary status, after consulting with the **School Governing Authority** or authorized parties thereof, and specifying the conditions that warrant probation, and, after receiving the **School Governing Authority's** written assurances (satisfactory to **Sponsor**) of the actions and time frames necessary to remedy those conditions. Such probationary status shall not extend beyond the then current school year. **Sponsor** may proceed to suspension, termination or take-over of operations if the **Sponsor** finds at any time, that the Governing Authority is no longer able or willing to remedy the conditions to the satisfaction of **Sponsor**. **Sponsor** may suspend in lieu of probation at any time pursuant to 11.9 below.

11.9 **Intent to Suspend/Suspension.** The **Sponsor** may suspend operations of the **School** for (1) failure to meet student performance requirements stated in this Contract or (2) failure to meet generally accepted standards of fiscal management, or (3) violation of any provision of this Contract or applicable state or federal law, or (4) other good cause, if **Sponsor** sends a written notice of intent to suspend explaining the reasons and provides the **School Governing Authority** with five business days to submit a remedy, and promptly reviews and disapproves the proposed remedy, or, if the **Governing Authority** fails to submit a remedy or fails to implement the remedy.

Once the **School** is suspended it must cease operations on the next business day, immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefore, and the **School** again has an opportunity to submit a proposed remedy within five business days. At all times during suspension, the **School** remains subject to nonrenewal or termination proceedings in accordance with the law.

11.10 **Termination of the Contract.** The **Sponsor** may choose to terminate this Contract for any of the following reasons: (1) failure to meet student performance requirements stated in this Contract, (2) failure to meet generally accepted standards fiscal management, (3) violation of any provision of this Contract or applicable state or federal law, or (4) other good cause.

Additionally, if the Sponsor has suspended the operation of this Contract under R.C. 3314.072, the **Sponsor** may choose to terminate this Contract prior to its expiration.

At least ninety (90) days prior to the termination of this Contract, the **Sponsor** shall notify the **School** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the termination, and a statement that the **School** may, within fourteen (14) days of receiving the notice, request, in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days of the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate this Contract.

A decision of the **Sponsor** to terminate this Contract may be appealed to the state board of education within fourteen (14) days following receipt of the **Sponsor's** written decision to terminate the contract. The state board shall conduct a hearing and issue a decision within 60 days of the notice of appeal. The decision of the state board is final.

The termination of this Contract shall be effective upon the occurrence of the later of the following events:

- (a) The date of the notice of termination; or
- (b) If an informal hearing is requested and as a result of that hearing the **Sponsor** affirms its decision to terminate this Contract, the effective date of the termination specified in the notice, or if that decision is appealed to the state board and the state board affirms that decision, the date established in the resolution of the state board affirming the **Sponsor's** decision.

If the Contract is terminated, the **School** must close permanently at the end of the current school year or on a date specified in the notification of termination and the **School** shall not enter into a contract with any other sponsor."

- 11.11 **Good Faith Deposit.** Immediately upon any Notice of Intent to Suspend sent to the **School** by the **Sponsor**, or, immediately upon a closure notice or suspension from any governmental or administrative agency, or a vote of closure by the **School**, the **School** must submit to **Sponsor**, a good faith deposit of \$15,000 to cover costs of any legal or other professional fees which may be required or desirable to facilitate matters including, but not limited to, notices to parents, transfer of files, change of locks, fees, securing assets, segregating or selling assets, returning assets, or other professional or non-professional fees or costs incurred by **Sponsor** which are in any way associated with termination and closure of the **School**, in case the **School** is actually suspended, closed or terminated, or in case the **School** fails to perform some or all of its responsibilities upon cessation of operations for any reason. The good faith deposit is to be returned to the **School** or sent to the appropriate creditor without interest, if all costs, expenses and obligations paid by the **Sponsor** to comply with the **School's** responsibilities and Attachment 3.5.3., at the discretion of the **Sponsor**, are authorized to be and are actually covered by remaining **School** funds, if any.

- 11.12 **Failure to Open/Permanent Closure.** If the **School** fails to open for operation within eight (8) month(s) after the execution hereof, or, if the **School** permanently closes prior to the Expiration Date hereof, this Contract shall become void upon notice by Sponsor to **School**, subject only to the survival of Article X, Section 10.2 of this Contract.
- 11.13 **Compliance With Requests of Sponsor.** The **School** shall timely comply with all reasonable requests of the **Sponsor**, and allow the **Sponsor** to monitor the **School** operations. Failure to do so is grounds for suspension and termination or non renewal of this Contract. Timeliness is defined as compliance with the express provisions of this Contract, an answer in writing within five (5) business days (unless a shorter time is otherwise required pursuant to this Contract), and adequate assurances of cure or actual cure within a period of time acceptable to **Sponsor**.
- 11.14 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.15 **Assignments/No Third Party Beneficiaries.** This Contract and any part hereof shall not be assigned or delegated without the express written approval of **Sponsor**. This Contract shall inure to the benefit of, and shall be binding upon, the **School**, the **Sponsor** and their respective permitted successors or assigns; subject however to the following specific provision hereof: This Contract shall not inure to the benefit of anyone other than as provided for in the immediately preceding sentence and no third person or party shall have any rights hereunder, whether by agency or as a third party beneficiary or otherwise.
- 11.16 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt, and, may be satisfied by personal delivery or by any other means by which receipt can be documented, to; in the case of the **Sponsor**, the Superintendent; or, in the case of the **School Governing Authority**, the Chief Administrative Officer or a member of the **School Governing Authority**, or to the attorney for the **School Governing Authority**, at the last known business address of the **Sponsor**, and the last known business or home address of the **School** and/or its administrator or any Board member.
- Should the **School** be abandoned by or not have in place, an administrator or an authorized Director of the Board, the **Sponsor** may give notice to the Ohio Department of Education.
- 11.17 **Severability.** Should any term, clause or provision of this contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.18 **Changes or Modifications.** This Contract constitutes the entire agreement among the parties and any changes or modifications of this Contract shall be made and agreed to in writing, authorized and executed by both parties. Notifications required by this Contract shall not be considered changes or modifications of this Contract.

11.19 **Attachments.** All Attachments (1.5-11.19) to this Contract are attached hereto and incorporated by reference into the Contract. Resolutions of the **Sponsor Governing Board** and **School Governing Authority** approving this Contract shall also be attached to this Contract.

Educational Service Center of Lake Erie West

School Governing Authority of Constellation

Schools: WESTPARK COMMUNITY ELEMENTARY

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Its: Superintendent

Its: BOARD PRESIDENT
(Title)

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

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

Date: 6/29/12

Date: MARCH 15, 2012

ATTACHMENT 1.5

Corporate Documents, Certificate of Incorporation, Articles of Incorporation, Statutory Agent,
Employer ID No.,
Code of Regulations (including the requirements of Article II section 2.5 of this Contract), Tax-Exempt
Status Determination Letter (if any)),
Organizational Chart of School and Mission Statement



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
08/07/2008	200821901652	DOMESTIC/AMENDED RESTATED ARTICLES (AMA)	50.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

CONSTELLATION SCHOOLS
5983 W. 54TH STREET
PARMA, OH 44129

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner**1177495**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC/AMENDED RESTATED ARTICLES

Document No(s):

200821901652

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 31st day of July, A.D.
2008.

Ohio Secretary of State



Prescribed by:

The Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

☐ Yes PO Box 1390
Columbus, OH 43216

*** Requires an additional fee of \$100 ***

☒ No PO Box 1329
Columbus, OH 43216

**Certificate of Amendment by
Shareholders or Members
(Domestic)**

Filing Fee \$50.00

2008 JUL 31 PM 4:52

(CHECK ONLY ONE (1) BOX)**(1) Domestic for Profit**☐ Amended

(122-AMAP)

☐ Amendment

(125-AMDS)

(2) Domestic Nonprofit☒ Amended

(126-AMAN)

☐ Amendment

(128-AMD)

Complete the general information in this section for the box checked above.Name of Corporation Constellation Schools; Westpark Community ElementaryCharter Number 1177495Name of Officer Bruce SzczepinskiTitle President☒ Please check if additional provisions attached.

The above named Ohio corporation, does hereby certify that:

☒ A meeting of the ☐ shareholders ☒ directors (*nonprofit only*)☐ members was duly called and held on July 17, 2008
(Date)at which meeting a quorum was present in person or by proxy, based upon the quorum present, an affirmative vote was cast which entitled them to exercise 100 % as the voting power of the corporation.☐ In a writing signed by all of the ☐ shareholders ☐ directors (*nonprofit amended articles only*)☐ members who would be entitled to the notice of a meeting or such other proportion not less than a majority as the articles of regulations or bylaws permit.**Clause applies if amended box is checked.**

Resolved, that the following amended articles of incorporations be and the same are hereby adopted to supercede and take the place of the existing articles of incorporation and all amendments thereto.

Article Third

(CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY)

- (a) The corporation shall be a "public benefit corporation" as that term is defined by Section 1702.01(P) of the Ohio Revised Code.
- (b) The corporation is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law.
- (c) Primarily to support and promote the charitable, educational, scientific and literary purposes of Ohio community schools: specifically, to inaugurate, maintain and operate a community school or schools, pursuant to Chapter 3314 of the Ohio Revised Code; to inaugurate, maintain and operate an educational resource center and/or a consortium; to provide information pertinent to the organization, operations, curriculum, methods and materials necessary for such schools; to conduct research into the educational process; to provide training and assistance in organizing such schools through seminars and otherwise disseminating information; to provide management services and operational assistance to such schools; and, to do all things necessary or incidental to the formation, operation and management of the school or schools, and/or resource center/consortium.
- (d) Generally, to have and exercise all rights and powers conferred on nonprofit corporations under the laws of Ohio, or which may hereafter be conferred, including the power to contract, rent, buy, or sell personal or real property: provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation.
- (e) Notwithstanding any other provisions of these articles, the organization is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code of 1986, and shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under IRC 501(c)(3) or corresponding provisions of any subsequent tax laws.
- (f) No part of the net earnings of the organization shall inure to the benefit of any member, trustee, director, officer of the organization, or any private individual (except that a reasonable compensation may be paid for services rendered to or for the organization), and no member, trustee, officer of the organization or any private individual shall be entitled to share in the distribution of any of the organizations assets on dissolution of the organization.
- (g) No substantial part of the activities of the organization shall be carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided by IRC 501(h) or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidates for public office.
- (h) In the event of dissolution, all of the remaining assets and property of the organization shall, after payment of necessary expenses thereof, be distributed to such organizations as shall qualify under Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws, or to the Federal government or State or local government for a public purpose, subject to the approval of a Justice of the Supreme Court of the State of Ohio.
- (i) In any taxable year in which the organization is a private foundation as described in IRC 509(a), the organization shall distribute its income for said period at such time and in such manner as not to subject it to tax under IRC 4942, and the organization shall not (a) engage in any act of self-dealing as defined in IRC 4941(d), (b) retain any excess business holdings as defined in IRC 4943(c), (c) make any investments in such a manner as to subject the organization to tax under IRC 4945(d) or corresponding provisions of any subsequent Federal tax laws.

All of the following information must be completed if an amended box is checked.
If an amendment box is checked, complete the areas that apply.

FIRST: The name of the corporation is: Constellation Schools: Westpark Community Elementary

SECOND: The place in the State of Ohio where its principal office is located is in the City of:

Cleveland
(city, village or township)

Cuyahoga
(county)

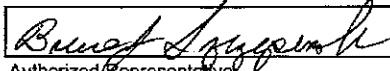
THIRD: The purposes of the corporation are as follows:

(SEE ATTACHED)

FOURTH: The number of shares which the corporation is authorized to have outstanding is: _____
(Does not apply to box (2))

REQUIRED

Must be authenticated
(signed) by an authorized
representative
(See Instructions)


Authorized Representative

July 17, 2008

Date

Bruce Szczepinski
(Print Name)

Authorized Representative
(Print Name)

Date

INTERNAL REVENUE SERVICE
P.O. BOX 1818
CINCINNATI, OH 45211

DEPARTMENT OF THE TREASURY

Date: **AUG 31 2001**

WESTPARK COMMUNITY SCHOOL
C/O RICHARD A LUKICH
7557 DAY DR
PAPMA, OH 44129

Employer Identification Number:
34-1932957
DLN:
17053150033041
Contact Person:
RENEE RILEY NORTON ID# 31172
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Addendum Applies:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

WESTPARK COMMUNITY SCHOOL

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

Letter 947 (DO/CG)

WESTBARK COMMUNITY SCHOOL

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

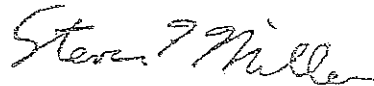
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations

Enclosure(s):
Addendum

Westpark Community School
34-1932957

ADDENDUM

You are not subject to the specific publishing, reporting, and record-keeping requirements of Revenue Procedure 75-50, 1975-2 C.B. 587, so long as you operate as a charter school. If your method of operations changes to the extent that your charter is terminated, cancelled or not renewed, you should notify us. You will then be required to comply with Revenue Procedure 75-50 to maintain your exempt status as a school described in sections 509(a)(1) and 170(b)(1)(A)(ii) of the Code.

**J. Kenneth Blackwell**

Prescribed by:
J. Kenneth Blackwell
Secretary of State
30 East Broad St. 14th Floor
Columbus, Ohio 43266-0418

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of
WESTPARK COMMUNITY SCHOOL

(name of corporation)

hereby appoint RICHARD A. LUKICH to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

6835 ROSEWOOD CIRCLE

(street address)

INDEPENDENCE

(city)

Ohio 44131

(zip code)

Note: P.O. Box addresses are not acceptable

Signature: [Signature]

Name: RICHARD A. LUKICH

Signature: [Signature]

Name: THOMAS F. BABB

Signature: [Signature]

Name: DANIEL ZIEMBA

ACCEPTANCE OF APPOINTMENT

The undersigned, RICHARD A. LUKICH, named herein as the statutory agent for WESTPARK COMMUNITY SCHOOL, hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Signature: [Signature]

Statutory Agent

**CONSTELLATION SCHOOLS:
WESTPARK COMMUNITY ELEMENTARY
CODE OF REGULATIONS**

ARTICLE 1

Name

The name of the community school shall be **CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY**.

ARTICLE 2

Location

The school shall be located at such place as the Board may, from time to time, establish.

ARTICLE 3

Purpose

- (a) The purpose of **CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY** shall be to inaugurate, maintain and operate a public school for children, and to provide information pertinent to the methods and materials necessary for such school, and to do all things necessary or incidental to the formation and/or operation of the school.
- (b) To have and exercise all rights and powers conferred on community schools under the laws of the State of Ohio, or which may hereafter be conferred, including the power to contract, rent, buy, sell, own, control, mortgage and otherwise use real and personal property, and to do any and all things necessary or incidental to the foregoing.

ARTICLE 4

Nonpolitical

The resources of **CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY**, or any part thereof, shall not be used to seek changes in law or influence legislation.

ARTICLE 5

Fees and Scholarships

Fees and Assessments. The Board shall have authority to establish and modify any fees or assessments as may be permitted by law. All late fees and assessments, and materials fees must be paid in full, or other satisfactory arrangements made prior to the end of the school year.

Scholarships. The Board may establish scholarships, or provide such other financial assistance to families, as it deems appropriate.

ARTICLE 6

Board Members

The Board of **CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY** shall consist of five (5) voting members, and up to two (2) additional ex officio, non-voting members, including the Principal and a parent designated by the Principal who may, but need not be, the Head of the Parent Organization. The five (5) voting Directors shall not be the parents/guardians of students enrolled in any school organized, operated or managed by Constellation Community Schools.

ARTICLE 7

Election of Board Members

- (a) **Board Members.** The President shall solicit recommendations from current Board Members for nominees to fill the five (5) voting Director positions. From the recommendations, the President will submit nominations to the Board and candidates will be elected by a majority vote of the existing Directors. Directors shall undergo criminal background checks.
- (b) **Size of the Board.** The Board may have between five (5) and seven (7) voting members, as may be determined and modified, from time-to-time, by a majority vote of the Board.
- (c) **Ex Officio Board Members.** The Board may include two (2) ex officio, non-voting, Board members. The Principal shall be one (1) of the ex officio members, and, the Principal may, with the approval of the Board, designate a parent representative who may, but need not be, the Head of the Parent Support Organization.
- (d) **Terms of Office.** Board members shall serve five (5) year terms, and may serve subsequent consecutive five-year terms. The ex officio Board members shall serve one year terms, or, in the case of the Principal, for as long as he/she occupies that position.
- (e) **Vacancies.** Upon the resignation of a Board Member, or should a Board seat otherwise become vacant, a successor shall be elected by the remaining Board members. All vacancies must be filled within a reasonable time of the vacancy, unless the Board decides that it is in the best interests of the organization to permanently reduce the number of members.

ARTICLE 8

Officers

The officers of this corporation shall be the President, Secretary, and Treasurer. The Board may create and fill such other positions as it deems necessary and reasonable.

ARTICLE 9

Officers

The President and Secretary shall be elected from among the Board members at the first board meeting following the Annual Meeting, after the newly elected Board members have been seated, by a vote of the Board members. The Treasurer shall be hired by the Board. Officers shall serve a one (1) year term and shall serve until their successors are elected. In the event an officer is unable, for whatever reason, to complete his/her term the Board members shall fill the resulting vacancy within thirty (30) days. The person appointed to fill any such vacancy shall serve for the unexpired portion of the term.

ARTICLE 10

Duties of Officers, Directors and Committees

- (a) **President.** The President shall preside at all meetings of the Board, act as chief executive officer of the organization, call Board meetings, and shall perform such other duties as the Board may prescribe. The President may establish rules of order and such committees of the Board (e.g., Finance, Building & Grounds, Legal/Legislative, and Personnel), as may be necessary for the effective and efficient operation of the Board. Such committees shall serve at the pleasure of the President.
- (b) **Secretary.** The Secretary shall keep a record of all meetings of the Board, may call Board meetings, shall give notice of all meetings and conduct such correspondence as required, and shall perform such other duties as the Board may prescribe.
- (d) **Treasurer.** The Treasurer shall assist the Business Manager when and as necessary in the preparation of budgets and financial statements and projections. The Treasurer shall be the liaison between the Board and the Business Manager, and shall perform such other duties as the Board may prescribe.

- (e) **Directors.** The Directors shall constitute the Board, and, as a whole, shall manage all the business affairs of the organization and furnish reports of their stewardship at the Annual Meeting, and distribute an Annual Report no later than August 15th of each year. The Board shall also appoint committee members, approve budgets, prescribe regulations for all operations, select staff personnel, and prescribe remuneration and duties thereof. The Board shall have sole authority to determine matters of policy. The Board will prepare an agenda for meetings. The Board shall be empowered to borrow or raise money for the purposes of the corporation and be it resolved that the President, Treasurer, and/or the Secretary may negotiate loans and other credits, including leases, with Board approval, for this corporation.
- (f) **Parent Support Organization.** The Board Members may authorize and create a Parent Support Organization to support and advance the interests **CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY**. Committees may be established to coordinate school fundraising, coordinate volunteer efforts and family activities, and, for any other purpose deemed appropriate by the Board. If created, the Parent Support Organization exists at the discretion of the Board and may be disbanded, suspended or terminated upon majority vote of the Board, for any reason, or no reason at all.
- (g) **Parent Advisory Committee.** The Board may authorize and create a Parent Advisory Committee to support and advance the interests of **CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY**. The parent advisory committee shall serve in an advisory role only, and have no representational or decisional authority over or on behalf of the Board. If created, the Parent Advisory Committee exists at the discretion of the Board and may be disbanded, suspended or terminated upon majority vote of the Board, for any reason, or no reason at all.

ARTICLE 11

Meetings

- (a) **Annual Meeting.** The Annual Meeting shall be held in June of each year at a time and place prescribed by the Board Members, and shall be open to the public.
- (b) **Board Meetings.** The Board shall meet monthly on the third Thursday of each month. Additional and/or special meetings to transact the business of the school may be called by the President, the Secretary, or a majority of the Board Members.
- (c) **Open Meetings.** Meetings of the Board shall be open to the public, unless the Board votes, in open session, to hold an executive session excluding all nonmembers of the Board. The Board may hold an executive session for the same reasons and in compliance with the laws applicable to elected bodies within the State of Ohio. The discussions held during an executive session shall be confidential.
- (d) **Notice.** The Secretary shall give notice of every Board meeting, including the Annual Meeting, to each member of the Board, designating the time and place of such meeting. In addition, the Secretary shall post a copy of the notice of all meetings on the school's website and in a prominent place on the school premises, and shall direct the school secretary to mail notice to any person requesting notification of said meetings, upon payment of an amount deemed sufficient to cover the costs of mailing. (Determined to be \$25/year). Notices shall be given not more than ten (10) days nor less than three (3) days prior to the meeting.
- (e) **Order of Business.** Unless waived or suspended by the affirmative vote of a majority of the Board Members present, the order of business for any meeting of the Board Members shall be as follows:
 1. **Call to Order**
 2. **Confirmation of Proper Notice of Meeting**
 3. **Roll Call**
 4. **Reading, Approval and Disposal of Minutes of Prior Meeting(s)**

5. **Reports of Officers and Committees**
6. **If an Annual Meeting, or a meeting call for that purpose, the election of Board Members and Officers**
7. **Unfinished Business**
8. **New Business**
9. **An Opportunity for the Public to be Heard (each person shall be limited to a period of two minutes during any meeting)**
10. **Adjournment**

ARTICLE 12

Quorum

A majority of the voting members of the Board shall constitute a quorum for the transaction of business at a meeting of the members.

ARTICLE 13

Waiver of Notice

Notice of the time, place, and purposes of any meeting may be waived in writing either before or after the holding of the meeting. The attendance of any member at such a meeting without protesting, prior to or at the commencement of the meeting, shall be deemed to be a waiver by the member of the lack of proper notice.

ARTICLE 14

Voting

Unless otherwise specified, all voting shall be by simple majority rule. Each member of the Board shall have one vote. There shall be no proxy voting by the Board members.

ARTICLE 15

Removal

Any Director may be removed from office for: repeated failure to attend meetings of the Board; failure to perform the duties or discharge the responsibilities of a Board member or officer; persistently disruptive behavior at Board or committee meetings; refusal to carry out a Board directive; acting in an improper manner so as to discredit **CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY**; removal from a qualifying position; or, for any other cause deemed sufficient by affirmative vote of a majority of the members of the Board. Violation of the Code of Conduct adopted by the Board (Exhibit A) shall be deemed sufficient cause for removal. The Director to be removed shall be given fourteen (14) days notice of the proposed action, and an opportunity to address the Board prior to the Board voting on the proposed removal. The decision of the Board is final.

ARTICLE 16

Conflicts of Interest Policy

- (a) **Purpose.** The purpose of the conflicts of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Interested Person (as defined below). An Interested Person may not use his or her position with respect to the Corporation, or confidential corporate information obtained by him relating to the Corporation, in order to achieve a financial benefit for himself or for a third person, including another organization

described in § 501(c)(3) of the Code. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

(b) **Definitions.**

Compensation. "Compensation" includes direct and indirect remuneration, as well as gifts or favors that are substantial in nature.

Family. "Family" shall have the meaning set forth in § 4958 of the Code and any Treasury Regulations promulgated thereunder.

Financial Interest. A person has a "financial interest" if the person has, directly or indirectly, through business, investment or family –

(1) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or

(2) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

(3) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Interested Person. "Interested Person" shall mean any Trustee, Director, principal Officer, or member of a committee with board-delegated powers who has a direct or indirect financial interest, as defined below. If a person is an Interested Person with respect to any entity related to the Corporation, he or she is an Interested Person with respect to all entities related to the Corporation.

Related To. An organization or entity is "related to" the Corporation if the organization is a "35-percent controlled entity" within the meaning of § 4958 of the Code and any Treasury Regulations promulgated thereunder.

Interpretation of Terms. Unless specifically defined otherwise in this policy, all terms used in this policy shall have the meaning when used in § 4958 of the Code or any Treasury Regulations promulgated thereunder, and if terms used herein are not defined in this policy or in § 4958 of the Code and/or any Treasury Regulations promulgated thereunder, all terms used in this policy shall be given their ordinary, everyday meaning and shall be construed in accordance with the rules of grammar and common usage.

(c) **Procedures.**

(1) Duty to Disclose. In connection with any actual or possible conflicts of interest, an Interested Person must disclose the existence and nature of his or her financial interest to the Board and members of committees with board-delegated powers considering the proposed transaction or arrangement.

(2) Determining Whether a Conflict of Interest Exist. After disclosure of the financial interest, the Interested Person shall leave the board or committee meeting while the financial interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

(3) Procedures for Addressing the Conflict of Interest

i. The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

- ii. After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- iii. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested Trustees whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) **Violations of the Conflicts of Interest Policy**

- (1) If the board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- (2) If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the board or committee determines that the member has, in fact, failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
- (3) The violation of this conflict of interest policy is a serious matter and may constitute "cause" for removal or termination of a Director, committee member or Officer, or the termination of any contractual relationship the Corporation may have with an Interested Person.

(e) **Records of Proceedings.** The minutes of the board and all committees with board-delegated powers shall contain –

- (1) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest, in fact, existed.
- (2) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

(f) **Compensation Committees.** A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

(g) **Annual Statements.** Each Trustee, Director, principal Officer and member of a committee with board-delegated powers shall annually sign a statement which affirms that such person:

- (1) Has received a copy of the conflicts of interest policy;
- (2) Has read and understands the policy;
- (3) Has agreed to comply with the policy;
- (4) Understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE 17

Indemnification and Insurance

- (a) Except as otherwise provided in this Article, **CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY** shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a Director, Trustee or Officer of the corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation or proceeding (or claim or other matter therein), and the corporation by its Board of Directors may indemnify any other person as deemed proper by said Board, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any action, suit, investigation or proceeding (or claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or at any time having been a Trustee, Director, Officer, employee or other agent of or in a similar capacity with the corporation, or by reason of being or at any time having been, at the direction or at the request of the corporation, a Trustee, Director, Officer, administrator, manager, employee, member, volunteer, advisor, or other agent of or fiduciary for any subsidiary or other corporation, partnership, trust, venture or other party or enterprise, including employment benefit plan.
- (b) Each request or case of or on behalf of any person who is or may be entitled to indemnification for any reason other than by being or having been a Trustee, Director or Officer of the corporation shall be reviewed by the Board, and indemnification of such person shall be authorized by the Board only if it is determined by the Board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or by written opinion of legal counsel designated by the Board for such purpose, that indemnification is contrary to applicable law.
- (c) The corporation is not obligated to indemnify any person who becomes liable for the payment of first-tier federal excise taxes imposed under § 4958 of the Code on an excess benefit transaction between that person and the corporation. However, the corporation may indemnify a person for such a first-tier excise tax on a case-by-case basis if:
 - (1) The person agrees in writing to correct any such excess benefit transaction within the taxable period set forth in § 4958 of the Code; and
 - (2) The person's participation in the transaction is due to reasonable cause and not due to willful neglect;
 - (3) The person agrees in writing that the amount of any indemnity payment, or insurance premium paid to provide such indemnity payment, will be included in such person's gross income for Federal income tax purposes for the taxable year in which the payment will be made; and
 - (4) The Board, after appropriate due diligence, reasonably concludes in good faith that: (i) with respect to payment for services performed for the corporation, the total amounts paid to the person for services, including reimbursement, do not constitute unreasonable compensation for the services performed for the corporation, (ii) with respect to goods or capital purchased by the corporation from such person, that the payment of such reimbursement will not cause the corporation to pay more than fair market value for the goods or capital so acquired, or (iii) with respect to goods, services, or capital furnished to such person by the corporation, that the reimbursement will not cause the corporation to receive less than fair market value from such person for the goods, services, or capital so furnished.

- (d) In no event may the corporation indemnify a person for payment of second-tier federal excise taxes imposed on excess benefit transactions under § 4958 of the Code.
- (e) The corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Trustee, Director, Officer, employee, agent, volunteer of, or in a similar capacity with, the corporation, or is or at any time has been serving at the direction or request of the corporation as a Trustee, Director, Officer, employee, member, advisor, volunteer, or other agent, or fiduciary for any other corporation, partnership, trust, venture, or other entity or enterprise, including any employee benefit plan, against any liability asserted against and incurred by such person. Any such insurance premiums paid on behalf of a person who is either a disqualified person or an organization manager within the meaning of § 4958 of the Code, shall be subject to the provisions above.
- (f) Anything to the contrary notwithstanding, the corporation shall not indemnify Trustees, Directors or Officers, or other persons or entities, pay their expenses in advance or pay insurance premiums on their behalf if such indemnification payment, advance expense payment, or payment of insurance premium shall constitute a violation of any provision of the Code applicable to an organization described in § 501(c)(3) of the Code, including, without limitation, § 4958 of the Code (or the corresponding provisions of any applicable future United States internal revenue law.)

ARTICLE 18

Amendment

This Code of Regulations may be amended by an affirmative vote by a majority of the Board provided any amendment shall not conflict with local and state school health and safety laws, any other law, regulation or ordinance, or the Articles of Incorporation of this corporation.

BOARD MEMBER CODE OF CONDUCT

Serving as a member of the Board of **CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY** is a privilege. Board Members must act fairly and impartially in the performance of their official duties, and shall not discriminate on the basis of race, creed, color, handicapping condition or sex.

Board Members shall at all times conduct themselves so as to not discredit themselves or **CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY**, and shall not engage in any criminal, immoral, deceitful, or infamous conduct.

Board Members shall not engage in any financial transactions, or enter into any business relationships that conflict with their duties, without full disclosure of the details of such transaction or relationship to the Board. Financial transactions involving family members or close relatives of Board members must similarly be fully disclosed to the Board.

Board Members shall not intentionally make unauthorized commitments, promises or statements purportedly binding **CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY**, and shall immediately report to the Board knowledge of any such representations.

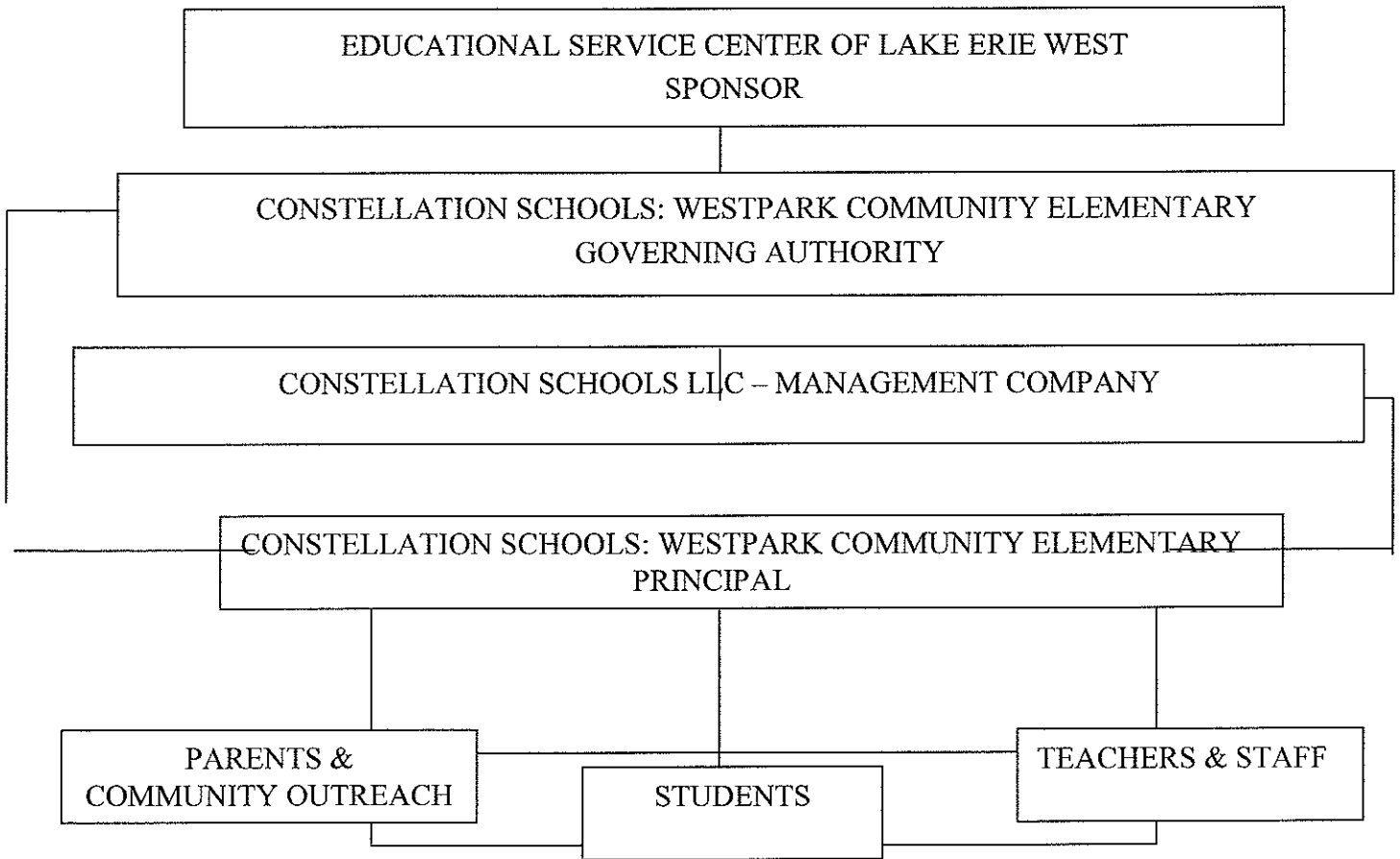
Board Members must protect from unauthorized disclosure any information relating to **CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY** if the disclosure could result in damage or competitive harm. No confidential information obtained from students, parents, or employees may be released except as authorized by law, and must be held in strictest confidence.

Board Members shall not engage in any activity that conflicts with the performance of his/her duties, or which creates the appearance of a conflict of interest, without first making a full disclosure to the Board.

Board Members must hold themselves to the highest standards and place the interests of the school on the highest level.

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

Organizational Chart



ATTACHMENT 1.7 (b)

Description of evaluation method to be used by Sponsor if School is declared in need of continuous improvement or higher, offers one or more grade levels for which an achievement test is prescribed under Ohio law, and administers reading and mathematics assessments under Ohio law, if Sponsor so elects under R.C. 3314.35 or .36.

If not applicable, write "N/A" here N/A .

ATTACHMENT 2.1

School Governing Authority Board of Directors,

Names, Addresses, Telephone Nos. (work, cell and home), Electronic Mail Addresses
Background Checks and Description of Selection and Removal of Board of Directors
Board Meeting Schedule and Location of Meetings

BOARD OF DIRECTORS ROSTER

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

<u>NAME</u>	<u>ADDRESS</u>	<u>HOME NUMBER</u>	<u>WORK NUMBER</u>
Bruce Szczepinski	18413 Ferncliffe Avenue, Cleveland, OH 44135 Email Address: szczepinski.bruce@constellationschools.com	216-265-0311	
Melisa Shady	19441 Story Road, Rocky River, OH 44116 Email Address: shady.melisa@constellationschools.com	440-785-7628	440-204-2130
Amy Mobley	6600 Renwood Drive, Parma, OH 44129 Email Address: mobley.amy@constellationschools.com	440-476-0628	216-351-0280
Linda Skupski	944 Kendal Drive, Broadview Heights., OH 44147 Email Address: skupski.linda@constellationschools.com	440-526-0246	440-888-5490
Bridget Tovanche	2193 Johnstone Way, Westlake, OH 44145 Email Address: tovanche.bridget@constellationschools.com	440-554-5132	216-661-7888
Holly Morley	6896A Stratford Circle, Mentor, OH 44060 Email Address: morley.holly@constellationschools.com	440-840-1773	216-661-7888



Constellation Schools LLC

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

2012/2013 BOARD MEETING SCHEDULE

All meetings are scheduled at 6:00 p.m.

All meetings will be held at the following address unless otherwise noted.

**Constellation Schools LLC
5730 Broadview Road
Parma, Ohio 44134**

MEETING DATES ARE AS FOLLOWS:

Annual Meeting - July 19, 2012

August 16, 2012

September 20, 2012

October 18, 2012

November 15, 2012

December 20, 2012

January 17, 2013

February 21, 2013

March 21, 2013

April 18, 2013

May 16, 2013

June 20, 2013

ATTACHMENT 3.1

Transportation Plan

(Must include transportation for Career Tech Programs or other offsite plan for school sponsored curricular programs, as well as to and from school)

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

TRANSPORTATION PLAN

Student transportation. The neighborhood concept of this school will provide an opportunity for parents to walk or drive their children to school. Students meeting the transportation standards of the Cleveland Metropolitan School District will be given the opportunity to ride school buses provided by the Cleveland Metropolitan School District. In May of each year Constellation Schools: Westpark Community Elementary will provide the Cleveland Municipal School District Transportation Department with data on students who will require transportation for the following school year. Constellation Schools: Westpark Community Elementary will work with the Transportation Department to ensure smooth implementation. Students residing in districts outside the Cleveland Metropolitan School District, who meet the transportation standards of their home district, will be transported by that district. Constellation Schools: Westpark Community Elementary will access the available options for student transportation specified in ORC 3314.

ATTACHMENT 3.2

Management Contract (if any)

[See also, the ESCLEW Principals for School-Management
Company relationships for guidance attached hereto]

**EDUCATIONAL SERVICE CENTER OF LAKE ERIE WEST
OPERATING PRINCIPLES
COMMUNITY SCHOOLS AND MANAGEMENT COMPANIES**

- The Educational Service Center of Lake Erie West (ESCLEW) is not in favor of any law or contractual provision that gives a management company (whether a for profit Educational Management Organization ("EMO") or a not-for-profit Charter Management Organization ("CMO") any right to replace or appoint a governing authority member of an Ohio community school.
- The ESCLEW recognizes, and the law generally requires that governing authorities appoint or elect new governing authority members. Although any stakeholder or interested party, including a management company, may submit resumes of disinterested persons, or recommendations or suggestions, the governing authority makes the sole election, vote and decision and the management company does not participate in that appointment or voting process.
- The ESCLEW, while preserving the concept of competition and the varied structures of management contracts among EMO's and CMO's, will strongly encourage a governing authority to assess the type of contract contemplated, its pros and cons, and its provisions to assure quality administrative management of the school.
- The ESCLEW will use its influence to improve the relationships between EMO's, CMO's and School Governing Authorities based on transparency, trust, quality, and best practices between boards and their administrations.
- The ESCLEW will monitor expectations of a management company by (a) requiring attachment of any management agreement to and within the charter contract and (b) approving any subsequently new or modified contracts, and (c) monitoring through its oversight of the school, how the management company carries out the provisions of the charter contract between the ESCLEW and the school.
- The ESCLEW will strongly encourage school governing authorities to annually evaluate any management company's performance under the school-management company contract, and provide evidence to the sponsor that the evaluation occurred.
- The ESCLEW recognizes that by law, governing authority members may be paid a limited stipend pursuant to the applicable laws. Statutorily, the stipend may be required to be paid for by a management company, not because the board member is an employee of the management company, but rather that the management company is required to pay the stipend on behalf of the governing authority.
- The ESCLEW will request that management contracts (a) continue through a school year at the discretion of the school, so long as the management company is being paid for services rendered, and (b) provide transition services or cooperation services if terminated.
- The ESCLEW will remain neutral in a management company-school contract dispute, but shall testify, if required, as to the facts it knows first hand, documents signed by it, and matters related to its oversight as a sponsor. The ESCLEW will monitor disputes and take all reasonable steps necessary to avoid disruption to services for public school children. The well-being of public school students and public school education will be primary in these situations.
- The ESCLEW believes that management companies in primary charge of educational services must present clear and concise educational performance data to the governing authorities of the schools managed in order to show growth, progress or lack thereof in all areas measured by the State of Ohio and otherwise required by the ESCLEW.

- The ESCLEW believes that purchases made with public funds belongs to the school. Purchases paid for by the fee for service to a management company are fees for services rendered unless otherwise required by law (such as for equipment or real property under federal grants).
- The ESCLEW recognizes that Community School Governing Authorities control all revenues, through their treasurers, fiscal agents, grant monitoring and contracts. Fees paid out to management companies are for administration and consulting services rendered and are not considered different than fees paid directly to other contractors or administrators.
- The ESCLEW accepts that management contracts with start-up service fees are appropriate so long as the fees are documented, transparent and approved legitimate start-up services provided to the governing authority. Management contracts with termination fees are approved if the fees are based on past services, reimbursements, closure services, or fees approved by the State auditor or previously approved by the Internal Revenue Service in the school's Application for Tax Exempt Status.
- The ESCLEW expects that loans to a community school from a management company be documented clearly in writing and for a stated term, and that interest, if any, should be at or below market rate.
- The ESCLEW believes that managed schools sponsored by the ESCLEW should make provisions with the EMO or CMO for the governing authority to have its own attorney and accountants, in the case of negotiations or controversy between the parties. If a school has not made allowances for this in its management agreement, the ESCLEW feels that the management company should pay for, budget, or set aside provisions for the school's independent professional advisors as needed. The ESCLEW will require that revised or updated contracts address this issue.

The ESCLEW does not disapprove of a management company paying for the school's audits, accountants or attorneys from its fee, so long as the school's independent advisors are assured independence and payment, and confidentiality is preserved.

- The ESCLEW does not act as an auditor in checking all expenses of the school under vendor contracts, and does not assess the value of the services provided under third-party contracts. In addition, the ESCLEW expects the schools it sponsors to exert influence in their management contracts to require the management company to (a) comply with the guidance and laws concerning reporting expenditures to the auditor (if required by law), and (b) to guard against duplication of services between the management company, the school and other non-management company vendors and (c) to otherwise follow all laws, rules and regulations of the auditors and other applicable governmental agencies. The ESCLEW does not audit an independent, private management company, but expects that company to be able to substantiate to the School, that its staffing is sufficient to provide the services contracted for. If an EMO or a CMO is not in compliance with all laws, rules, or regulations, the ESCLEW may use all available remedies it may have at its disposal to require compliance.



Constellation Schools LLC

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

MANAGEMENT AGREEMENT

This Agreement, made this 21st day of June, 2012 by and between Constellation Schools LLC (hereinafter referred to as "CS") and Constellation Schools : Westpark Community Elementary(hereinafter referred to as "WCE") is for the purpose of setting forth the management and administration arrangement agreed to by the Parties with respect to the operation of School.

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

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

Now, THEREFORE, the parties agree as follows:

1. CONTRACT TERM. This Agreement shall be for a term of one year commencing July 1, 2012 and ending June 30, 2013.
2. SERVICES. CS will provide business, financial, and management services to WCE during the term of this Agreement and any extensions or renewals. CS will provide Superintendent Services and Treasurer services. Additional Services to be provided by CS include: facilities management. The coordination of all facility issues relating to repair and maintenance, cleaning services, Proposed alterations, plans for future development, and coordination of contractor services; marketing and media relations, personnel services including locating personnel, interviewing Candidates, updating and revising position descriptions, preparing employment contracts, and BCI criminal background checks; centralized purchasing; inventory control; EMIS reporting Assistance, financial services including financial reporting and record-keeping, bookkeeping Services, financial statements, monitoring banking relationships, annual tax return filings, Obtaining annual audits, quarterly and annual budget preparation and ongoing budget Monitoring, 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. Educational services to be provided will include: curriculum Development, monitoring and review; evaluation of assessments and accountability systems and coordination of standardized testing, updating and revising policies and procedures, coordination of local professional development committee, coordination of staff development and teacher certification; establishment of new teacher mentoring plan, establishment of conflict resolution plan, coordination of consolidated local plan, drafting amending and updating technology plan, gifted plan and special education plan; coordination of summer school and before/after school programs; and, assisting with the hot lunch program. Notwithstanding the foregoing , WCE 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 WCE which is related to any property owned or leased by WCE.
3. MANAGEMENT FEE. WCE agrees to pay for the above services during the term, and any renewal thereof, a fixed fee equal to One Hundred Forty Four Thousand Three Hundred Seventy Five and 00/100 Dollars (\$144,375.00) (the "Fixed Fee") plus a sum equal to 6.25% of the 2013 fiscal year Foundation payment including State Fiscal Stabilization Funds received by WCE, 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 total the management fees and additional services (see #6) associated with this agreement shall not exceed 19.75% of the total of all State of Ohio, Fiscal year 2013 School Foundation payments including State Fiscal Stabilization Funds

received by **WCE**. Should the fees exceed 19.75% CS will reduce its management fee as appropriate. Any reconciliation of the Total Fee will be made during the last month of the term or any renewal thereof, as applicable. In addition to the Total Fee, **WCE** shall reimburse CS for all out-of-pocket expenses that it may incur in carrying out the above listed activities.

CS may issue a credit to reduce the management fee and/or the fees for additional services (see #8) in part or in whole if CS deems, in its sole opinion, that the collection of such fees would pose a financial burden on the school. Such credit may be issued at any time during the fiscal year and may also be issued more than once during the year. Any credit issued pursuant to this clause will be recorded in the financial records of CS as a reduction in income and in the financial records of the school as a reduction of management fees and/or service fees as appropriate.

4. **SECURITY DEPOSIT.** **WCE** 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.
5. **REPORTS.** CS will provide **WCE** with reports, information, and documentation that **WCE** deems necessary, and CS deems to be reasonable.
6. **SERVICE PROVIDERS.** CS will use its best efforts to locate the service providers, (i.e. independent contractors), necessary to carry out this contract and in so doing CS shall comply with all state and federal laws relating to, or governing the engagement and assignment of such providers under the Agreement. Non-licensed/certificated personnel will be appropriately supervised.
7. **INDEMNIFICATION.** CS agrees to indemnify, defend and hold harmless the school from any loss, cost, expense, obligation, liability, fee, (including, but not limited to reasonable attorney fees) or other expenditures incurred by the school as a result of any claims, actions or lawsuits brought against (WCE) 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 WCE agrees to indemnify, defend and hold harmless CS from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by the CS as a result of any claims, actions or lawsuits brought against CS as a result of the (i) the performance of WCE its employees , agents, subcontractors, representatives and assigns (collectively, WCE's agents'') pursuant to this agreement;(ii) the negligence, recklessness or intentional misconduct of WCE or WCE's agents; or (iii) any breach of this agreement by WCE or WCE's agents.
8. **ADDITIONAL SERVICES AVAILABLE ON A FEE FOR SERVICE BASIS.** In addition to the above described management and administrative services, **WCE** may contract with CS for certain support services, and rates as set forth in **Exhibit A**.
9. **EMPLOYMENT OF CS EMPLOYEES.** **WCE** shall not offer employment to any CS employee assigned to **WCE** during the current academic year without the express written consent of CS.
10. **NONDISCRIMAINATION.** Neither party to this Agreement will discriminate against any person on the basis of race, color, religion, disability, national origin, age, or sex.
11. **SUCCESSION.** This Agreement shall inure to the benefit of CS and **WCE**, and their respective representatives, successors, and assigns.

12. 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 WCE, Attention: Board Chairman, and to the principal office of CS, 5730 Broadview Road , Parma , Ohio 44134, Attention: Board Chairman, respectively.
13. TIME IS OF THE ESSENCE. Time is of essence, and this Agreement becomes null and void if it is not executed by both parties prior to July 31, 2012. The Agreement is not effective until executed by each party.
14. 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: 
Gerald Preseren, Executive Director

Date: 6/21/2012

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

By: 
Bruce Szczepinski, President

Date: 6/21/12



Constellation Schools LLC

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

EXHIBIT - A

ADDITIONAL SUPPORT SERVICES AVAILABLE

In addition to the described management and administrative and services, CS may provide the following support services, at the following rates:

<u>Service</u>	<u>Annualized Fee @ 1 Day of Service per Week</u>
Psychologist	\$21,600
Speech/Language Pathologist	\$15,850
Occupational Therapist	\$19,800
Teacher Coach	\$16,000
Nursing Services	\$14,675
Music/Phys Ed/Language Teacher	\$11,000
Physical Therapist	\$90 per hour

2012/2013

ATTACHMENT 3.5.3

Attachment 3.5.3

School Name: _____

Sponsor Name _____

I. Initial Notifications, Student Records and School Records	
Completion Date	Mandatory Task
	Notify ODE that the school is closing and send the board resolution or an official sponsor notice from the superintendent or CEO within 24 hours of the action which includes the date of closing of the school. A school is officially closed when instruction is no longer taking place and the governing authority or sponsor issues an official notice which states the date of the school's closure.
	Notify parents that the school is closing through a formal letter from the school GA and the sponsor superintendent or CEO within 24 hours of the action. The letter to include but not limited to: the reason for the closing of the school, options for enrolling in another community school, traditional schools or nonpublic schools and contact information.
	Notify the Ohio State Teachers Retirement System and School Employees Retirement System.
	The sponsor shall take control of and secure all school records, property and assets immediately when the school closes: Reference the following DAS site for records retention schedules: http://apps.das.ohio.gov/rims/General/General.asp
	1. Student records shall be put into order and transcript materials produced immediately;
	2. A final FTE review shall be requested while student records are on site at the closed school and original student records shall be retained for the final state audit;
	3. Copies of student records shall be provided by the school's Chief Administrative Officer to all resident districts within seven business days of closure of the school as defined in section 3314.44 of the revised code; original records shall be sent by the sponsor to resident districts upon completion of the final state audit. In the interim, sponsors retain original records until completion of the audit.
	4. Special education records shall be provided directly to receiving school special education administrators for all students with disabilities, particularly for students with physical needs or low incidence disabilities.
	In concert with the governing authority, notify the school's staff of the decision to close the school:
	1. Provide a clear written timeline of the closing process;
	2. Ensure that STRS and SERS contributions are current;
	3. Clarify COBRA benefits and when medical benefits end;
	4. Remind the faculty of their obligation to teach up to the date of closing or otherwise determine that the school is properly staffed up to the time of closing;
	5. Ensure that each faculty's LPDC information is current and available to the teachers;
	6. Provide sponsor contact person information to all staff.

II. Disposition of Assets	
Completion Date	Mandatory Task
	If the governing authority does not retain a treasurer to oversee the remaining financial activity, (note that this Contract requires retention of the School Treasurer for oversight of all closure and post closure activity and responsibility) the sponsor, as may be provided for in the community school contract with the governing authority, shall act as or appoint a receiver to oversee the closing of the financial records in the absence of a fiscal officer.
	Keep State and Federal assets separated for purposes of disposition. Federal dollars cannot be used to pay state liabilities. Account for all school property throughout the closing process by distinguishing state from federal dollars:

I. Disposition of Assets	
Completion Date	Mandatory Task
	1. Review the financial records of the school;
	a. Establish the fair market (initial and amortized) value via fixed assets policy, for all fixed assets;
	b. Establish check off list of purchasers with proper USAS codes, state codes, the price of each item and identify the source of funds;
	c. Identify staff who will have legal authority for payment processes (e.g. checks, cash, credit cards, etc.);
	d. Establish disposition plan for any remaining items;
	e. Identify any State Facilities Commission guarantees.
	Prepare documentation for disposition of the school's fixed assets:
	1. Consistent with section 3314.051, offer real property acquired from a public school district to that school district's board first at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manner below.
	2. For Federal Title and other consolidated and competitive funds, follow EDGAR liquidation procedures in 34 CFR 80.32 including disposition for items valued at \$5,000 or greater;
	3. Public Charter School Program. PCSP assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the PCSP. If there are no takers, then an auction sale must be held to dispose of the assets along with the state funded assets:
	a. Notify Office of Community Schools, then public media (print media, radio) of the date and location of any property disposition auction;
	b. Follow EDGAR liquidation procedures in 34 CFR 80.32 for items valued at \$5,000 or greater;
	c. Provide board resolutions and minutes of any assets transferred at no cost to another school;
	e. Provide OCS with a written report of the property, and if available, a bill of sale;
	f. 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.
	4. National School Lunch Program. Cafeteria equipment purchased with funds from the National School Lunch Program can only be liquidated through written guidance issued by the Office for Child Nutrition (OCN). Contact OCN prior to proceeding with any liquidation of Equipment.
	5. Technology. Return to eTech (formerly Ohio SchoolNet) hardware and software acquired with eTech grants.
	Utilize only state dollars, auction proceeds, foundation dollars and any other non-federal dollars to pay the following in order: <i>[See Note Below]</i>
	1. The school must and the sponsor may consult with its legal counsel prior implementing this section to determine if there are any outstanding federal or state claims that may need to be paid first including but not limited to including federal and state taxes, Medicare, Workers Compensation, and city wage taxes. If applicable, provide documentation of any Workers Compensation claims.
	2. STRS/SERS/retirement systems and other adjustments
	3. Teachers and staff;
	4. Private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs (prepared financials); <i>[See Note 2 Below]</i> .
	5. Any remaining funds shall be forwarded to ODE for redistribution to resident school districts consistent with ORC 3314.074 (A)
	6. If the assets of the school are insufficient to pay all persons or entities to which compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance section 3314.074 and Chapter 1702 of the Ohio Revised Code.

II. Disposition of Assets	
Completion Date	Mandatory Task
	NOTE 1: Federal dollars can be used to pay the teacher costs and STRS/SERS/retirement costs for any employees who were paid from federal funds when the school was open. NOTE 2: Audit preparation costs can be paid from federal funds under certain conditions. Contact the Office of Grants Management for specific guidance before applying any costs against federal funds to support audit costs.

III. Preparation of Itemized Financials	
Completion Date	Mandatory Task
	Review and prepare the following itemized financials:
	1. Year-end financial statements, notes to the financial statements and if applicable schedule of federal awards;
	2. A cash analysis (taking the previous month's recap and reconciliation of bank accounts to books) for determination of the cash balance as of the closing date);
	3. Compile bank statements for the year;
	4. List of investments in paper hard copy format
	5. List of all payables and indicate when a check to pay the liability clears the bank;
	6. List all unused checks (collect and void all unused checks);
	7. List of any petty cash;
	8. List of bank accounts, closing the accounts once all transactions are cleared;
	9. List of all payroll reports including taxes, retirement or adjustments on employee contract.
	10 List of all accounts receivable.
	11. List of assets and their disposition.
	12. Final FTE audit information.
	13. Arrange for and establish a date for the Auditor of State to perform a financial closeout audit.

IV. Final Payments and Adjustments	
Completion Date	Mandatory Task
	Give the sponsor rights to continually monitor the condition of the closed school and to receive or transmit funds on behalf of the school as directed by an appropriate agency. Receipt of funds can happen more than a year after a school's closure, and the sponsor is hereby authorized to be the recipient of such funds and make all necessary adjustments.
	1. The sponsor may receive any funds or adjustments and credited to the account of the closed school.
	2. The Sponsor may determine if any portion of any funds or adjustments can be applied to satisfy any remaining debts and may pay such debts with school funds.
	3. The Sponsor may send all or the remaining portion to the Ohio Department of Education, Office of Policy and Payments, for final disposition.

The Treasurer, the School Governing Authority, and the Chief Administrator identified below have completed the above school closing requirements.

School Name: _____

School Treasurer: _____ Date: _____

School Governing Authority: _____ Date: _____

Chief Administrator: _____ Date: _____

ATTACHMENT 4.1

Conflict of Interest Policy

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

CONFLICTS OF INTEREST POLICY

Conflicts of Interest Policy

- (a) **Purpose.** The purpose of the conflicts of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Interested Person (as defined below). An Interested Person may not use his or her position with respect to the Corporation, or confidential corporate information obtained by him relating to the Corporation, in order to achieve a financial benefit for himself or for a third person, including another organization described in § 501(c)(3) of the Code. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

If the Corporation executes a Community School Contract and/or operates a Community School pursuant to Chapter 3314 of the Ohio Revised Code, then the Board members will be subject to the provisions of Chapter 102, as well as Sections 2921.42 and 2921.43 of the Ohio Revised Code.

A. Ethical Behavior

While serving as a member of the Board of the School, each Director shall agree to abide by the following:

1. obey the laws of Ohio and the United States, and respect and carry out all policies of the School;
2. respect the confidentiality of privileged information;
3. recognize that as an individual Board member, the member has no authority to speak or act for the Board;
4. work with other members to establish, review and revise effective policies;
5. delegate authority for the administration of the schools to the administrators and staff;
6. make every effort to attend all Board meetings;
7. become informed concerning the issues to be considered at each meeting and the issues of school choice and Ohio Community Schools in general;
8. express personal opinions, but, once the Board has acted, accept the will of the majority; and

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

9. act in an ethical manner consistent with the mission, goals and policies of the School.
- B. Community School Law (ORC 3314.03(A)(11)(e))
 1. The Board shall comply with Chapter 102 (Ethics for Public Officers) and Section 2921.42 of the Ohio Revised Code ("ORC").
- C. Improper Influence or Use of Authority (ORC Chapter 102) (ORC 2921.42)
 1. Section 102.03(D) and (E). A Board member is prohibited from using, or authorizing the use of, the authority or influence of his or her office or employment, or soliciting or accepting anything of value that is of such a character as to manifest a substantial and improper influence upon the Board member with respect to his or her duties.
 - a. "Anything of value" includes money and every other thing of value.
 - b. A thing of value has an improper character whenever it is secured from a party that is interested in matters before, or doing or seeking to do business with, the community school, its board or employees, or where the thing of value could impair the Board member's objectivity and independence of judgment with respect to official actions and decisions for the community school.
 - c. A Board member shall not participate in matters that will benefit parties with whom he or she has a close family, economic, or business relationship because the relationships may impair the Board member's objectivity and independence of judgment.
 - d. Abstain. A Board member may avoid a conflict under R.C. 102.03(D) and (E) by abstaining from any vote and refraining from discussions or deliberations of the community school board of directors concerning the conflicted matter. The Board shall follow the procedures set forth in part H of this policy when presented with a transaction to which ORC 102.03(D) or (E) applies.
 2. Section 2921.42(A)(1). A Board member is also prohibited from authorizing or employing the influence of his/her office to secure authorization of any public contract in which he/she, a member of his/her family, or any of his/her business associates has an interest.
 - a. A prohibited interest may be either pecuniary or fiduciary in nature.
 - b. Abstain. A Board member may abstain from participation in any part of the decision-making process with respect to the contract in which the Board member, a family member, or a business associate has an interest. The Board

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shall follow the procedures set forth in Part H of this policy when presented with a transaction to which ORC 2921.42(A)(1) applies.

3. Section 2921.42(A)(3). A Board member shall not occupy any position of profit in the prosecution of a public contract which she or the community school board authorized, and which was not let by competitive bidding to the lowest and best bidder.
 - a. A Board member occupies a position of profit in a public contract whenever he/she will receive a fee or compensation that is paid from or is dependent upon the contract, or the Board member will receive some other profit or benefit from the contract.
 - b. A Board member cannot use abstention to avoid a conflict arising under ORC 2921.42(A)(3). This use of the procedures set forth in part H of this policy will not avoid a conflict.
4. Section 2921.42(A)(4). A Board member is prohibited from having an interest in the profits or benefits of a public contract entered into by or for the use of the community school.
 - a. A prohibited interest in the profits or benefits of a public contract arises when the Board member would financially benefit from the contract, or if the Board member has an ownership or fiduciary interest in the entity that is entering into the contract with the community school, unless the exception in ORC 2921.42(C) applies.
 - b. For the exception to apply, the subject of the contract must be necessary supplies or services for the community school, and the supplies or services must be unobtainable elsewhere for the same or lower cost, or be furnished to the community school as part of a continuing course of dealing established prior to the Board member becoming associated with the community school.
 - c. A Board member cannot use abstention to avoid a conflict arising under R.C. 2921.42(A)(4). The use of the procedures in part H of this policy will not avoid a conflict.

D. Corporate Conflicts Law (ORC 1702.301)

Except as prohibited by ORC 102.03 or ORC 2921.42, any contract or other transaction between the Board and one or more of its directors, or between the School and any entity of which one or more of the School's Directors are interested, whether such director is a member of the Board of the School or not, shall be valid for all purposes, if the fact of such interest shall be disclosed or known to the Board, and the Board nevertheless, authorizes, approves or ratifies

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such contract or transaction by a vote of a majority of the directors present. The interested director may be counted in determining whether a quorum is present, but may not be counted in voting upon the matter or in calculating the majority of such quorum necessary to carry such vote.

For purposes of part F of this policy, “interested in” is defined as meaning a monetary interest or monetary value, control, status, or promise to do beneficial things for a director, his or her family or relatives, businesses or business associates.

- E. Excess Benefit Transactions. Section 4958 of the Internal Revenue Code will impose an excise tax on a “disqualified person” who enters into an “excess benefit transaction” with the School. A transaction is an “excess benefit transaction” if the School pays more than fair market value for goods or services. The members of the School’s management who approve such a transaction could also be subject to the tax.

1. “Disqualified person” includes:

- a. A person who was in a position to exercise substantial influence over the affairs of the School at any time during a five year period ending on the date of the transaction;
- b. A member of the family of a person described in a, above;
- c. A corporation or other entity in which persons described in a and b, above, have a 35% or greater voting or ownership interest; and
- d. Any person having a relationship such as those described in a, b, or c above, with a management company of the School, if any.

- F. Procedure for Matters Involving Conflicts. The Board shall follow the following procedures when it is called upon to consider any matter with respect to which an “interested person” has a “financial interest” as those terms are defined below. ***Please note:*** the fact that the Board of Directors has followed the procedures set forth below will not enable an “interested person” to avoid the legal prohibitions of ORC 2921.42(A)(3) & (4) discussed in parts C.3 and C.4, above.

1. For purposes of these procedures the following words have the following definitions.

- a. An “interested person” is any Board member, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below.
- b. A person has a “financial interest” if the person has, directly or indirectly, through business, investment, or family:

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

- (i) An ownership or investment interest in any entity with which the School has a transaction or arrangement;
 - (ii) A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement;
or
 - (iii) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.
- c. "Compensation" includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
- 2. **Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board members and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
- 3. **Determining Whether a Conflict of Interest Exists.** A financial interest is not necessarily a conflict of interest. Under this procedure, a person who has a financial interest will have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists. ***Please note:*** the situations described in part C of these policies present a conflict of interest for purposes of these procedures. Consequently, the Board does not need to determine whether a conflict exists for any situation described in part C. If the situation is not described in part C, after disclosure of the financial interest and all material facts, and after any discussion with the interested person that is permitted under these policies, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
- 4. **Procedures for Addressing the Conflict of Interest.**
 - a. Except as otherwise provided in these policies, an interested person may make a presentation at the governing board or committee meeting, but after any presentation permitted under these policies, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

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- c. After exercising due diligence, the governing board or committee shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested Board members whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

G. Other Procedures and Record Keeping Requirements.

1. Violations of the Conflicts of Interest Policy.

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose an actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

2. Documentation. The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

3. Annual Statements. Each Board member, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
 - a. Has received a copy of the conflict of interest policy;
 - b. Has read and understands the policy;
 - c. Has agreed to comply with the policy;
 - d. Understands the School is charitable and in order to maintain its federal tax exemption must engage primarily in activities which accomplish one or more of its tax-exempt purposes;
 - e. Acknowledges that a voting member of the governing board who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation;
 - f. Acknowledges that a voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation; and
 - g. Acknowledges that no voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
4. Periodic Reviews. To ensure the School operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
 - a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
 - b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the School's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

5. Use of Outside Experts. When conducting the periodic reviews as provided for in 4, above, the School may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Each director (Board member) shall sign a copy of this Ethics and Conflicts Policy in order to demonstrate his/her commitment to these principles

Signature and Title of Board member/Director Date

Note: All School officials and employees, including teachers who do perform or who have the authority to perform administrative and supervisory functions, are subject to all Ohio Ethics Law restrictions found in ORC Chapter 102 and ORC. 2921.42 and 2921.43. See above Policy for summaries of these restrictions.



Constellation Schools

CHAPTER 1: BOARD POLICIES

1.2040 Ethics (continued)

5. Use of Outside Experts. When conducting the periodic reviews as provided for in 4, above, the School may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

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<u>Bruce Szczepinski</u>	<u>06-03-2012</u>
Signature and Title of Board member/Director	Date

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Constellation Schools

CHAPTER 1: BOARD POLICIES

1.2040 Ethics (continued)

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<u>Melissa Shady</u>	<u>5/31/2012</u>
Signature and Title of Board member/Director	Date

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Constellation Schools

CHAPTER 1: BOARD POLICIES

1.2040 Ethics (continued)

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<u>Amy Mahley, Board Member</u>	<u>5/31/12</u>
Signature and Title of Board member/Director	Date

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Constellation Schools

CHAPTER 1: BOARD POLICIES

1.2040 Ethics (continued)

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Linda Skepelt, Boardmember

6/1/2012

Signature and Title of Board member/Director

Date

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Constellation Schools

CHAPTER 1: BOARD POLICIES

1.2040 Ethics (continued)

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Mindy Toranche/Westpark
Signature and Title of Board member/Director

6-1-12
Date

Note: All School officials and employees, including teachers who do perform or who have the authority to perform administrative and supervisory functions, are subject to all Ohio Ethics Law restrictions found in ORC Chapter 102 and ORC 2921.42 and 2921.43. See above Policy for summaries of these restrictions.



Constellation Schools

CHAPTER 1: BOARD POLICIES

1.2040 Ethics (continued)

5. Use of Outside Experts. When conducting the periodic reviews as provided for in 4, above, the School may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Each director (Board member) shall sign a copy of this Ethics and Conflicts Policy in order to demonstrate his/her commitment to these principles

Holly Mochly Westpark Board Member 6-1-12
Signature and Title of Board member/Director Date

Note: All School officials and employees, including teachers who do perform or who have the authority to perform administrative and supervisory functions, are subject to all Ohio Ethics Law restrictions found in ORC Chapter 102 and ORC 2921.42 and 2921.43. See above Policy for summaries of these restrictions.

ATTACHMENT 6.3

Educational Program

- A. Curriculum and Evidence/Research of Viability of Curriculum
- B. Classroom based and non-classroom based learning opportunities – include learning opportunities off site, by internet, by independent study, on contingency days, by field trip, on suspension or expulsion, etc. “Learning Opportunities” is currently defined as follows:
 - ... classroom-based or non-classroom-based supervised instructional and educational activities which are defined in the community school’s contract and are:
 - (1) provided by or supervised by a licensed teacher;
 - (2) goal oriented; and
 - (3) certified by a licensed teacher as meeting the criteria established for completing the learning opportunity” (emphasis added). See OAC 3301-102-02
- C. Focus, Mission, Philosophy, Goals and Objectives
- D. Instructional Delivery Methods
- E. School Calendar (including adequate contingency days)
- F. Alignment with Ohio Academic Standards
- G. Any Credit Flexibility Program

CONSTELLATION SCHOOLS:

WESTPARK COMMUNITY ELEMENTARY

EDUCATIONAL PROGRAM

MISSION STATEMENT

Constellation Schools: Westpark Community Elementary will provide a caring, nurturing educational environment offering parents a neighborhood educational choice providing a high-quality competency-based education which integrates the teaching of character education/values and self-discipline, incorporates technology, stresses the importance of school attendance, and addresses the individual educational needs of each student. Through academic excellence, the learning of desirable character traits and proper behavior, and good attendance, Constellation Schools: Westpark Community Elementary will graduate students who are academically successful life-long learners, and responsible citizens in their school community, neighborhoods and city. Each student at Constellation Schools: Westpark Community Elementary will experience academic success and increased personal self-worth.

TYPE OF SCHOOL

Constellation Schools: Westpark Community Elementary will be a General Population school.

Constellation Schools: Westpark Community Elementary will meet the needs of all children – disabled, gifted, regular, economically disadvantage and/or privileged – in a safe, caring, nurturing environment. Character education can be most effective in classrooms that contain the entire spectrum of students. Thus, the more academically advanced can provide role models and assistance to students who may be struggling. Students who have disabilities, likewise, can see positive role models in their classmates. Positive character traits and desirable behavior are also effectively transmitted through example and modeling. Finally, the classroom environment, containing a mix of students, will present a microcosm of the community, enabling students to learn how to effectively interact with people of different abilities, races, and economic status, creating better citizens.

ATTENDANCE AREA

Constellation Schools: Westpark Community Elementary has selected as its primary attendance area the City of Cleveland, which is served by the Cleveland Metropolitan School District. Constellation Schools: Westpark Community Elementary will give preference to students residing in this primary attendance area, however, Constellation Schools: Westpark Community Elementary has adopted an enrollment policy that allows students residing within the Cleveland Metropolitan School District, students residing in districts adjacent thereto, and, students who reside in any other district in the State of Ohio, to attend Constellation Schools: Westpark Community Elementary. Enrollment of students will be in the following order:

1. Students who reside in the Cleveland Metropolitan School District. If more qualified students from this category apply than the school has space to accommodate, Constellation Schools: Westpark Community Elementary will conduct a lottery to determine which students will be admitted.
2. Students who reside in school districts adjacent to the Cleveland Metropolitan School District, or who reside in any district within the State of Ohio. If more qualified students from this category apply than the school has space to accommodate, Constellation Schools: Westpark Community Elementary will conduct a lottery to determine which students will be admitted.

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

Non-Discrimination Policy. Constellation Schools: Westpark Community Elementary admits students of any race, color, national and ethnic origin and does not discriminate on the basis of race, color, national origin, age, sex or disability in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school administered programs.

Why Will Students Attend Constellation Schools: Westpark Community Elementary? Parents will choose to send their children to Constellation Schools: Westpark Community Elementary because it will provide a high quality education where expectations for all students are high, and, students will typically be in classes of no more than 20 students, with a guarantee that classes will not exceed 24 students, and the curriculum will include a prominent character education component, something that is missing from many public schools today. The competency-based curriculum, aligned with the achievement assessments tests and the state's Academic Content Standards, will also appeal to parents in this community where student performance has been less than stellar. In addition, Constellation Schools: Westpark Community Elementary will provide a convenient, safe, nurturing, neighborhood school environment designed to encourage parent participation in the education of their children. The school's close proximity to the homes of the children attending will ensure optimal parent involvement in the educational experience of their children.

CHARACTERISTICS OF STUDENTS

Age(s)/Grade Level(s) of the School's Students. Constellation Schools: Westpark Community Elementary will enroll students in Kindergarten – 6th grade, provided the facility can accommodate all of the grades. The school's preferred entry point is Kindergarten. After Year One, students will be admitted at the preferred entry point, except that some upper grade level students may be enrolled to fill out the classes. Constellation Schools: Westpark Community Elementary will serve students in Kindergarten through third grades in the first year.

Grade Level	# of Students 2012-2013	# of Students 2013-2014	# of Students 2014-2015	# of Students 2015-2016	# of Students 2016-2017
K	60	60	60	60	60
1	60	60	60	60	60
2	60	60	60	60	60
3	60	60	60	60	60
4	60	60	60	60	60
Total Students	300	300	300	300	300

The school will use multi-aged grouping when necessary to accommodate the student enrollment. The multi-age groupings may shift from year-to-year, depending on actual enrollment, the needs of the students, and the needs of the school. Constellation Schools: Westpark Community Elementary will attempt to maintain a teacher-student ratio of 1:20, however, in some instances class sizes may go to 24 and the teacher-student ratio will be up to 1:24.

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

	Grades	Students	Certified Staff	Ratio**
2012 – 2013	K – 4	300	15	20:1
2013 – 2014	K – 4	300	15	20:1
2014 – 2015	K – 4	300	15	20:1
2015 – 2016	K – 4	300	15	20:1
2016 – 2017	K – 4	300	15	20:1

** the ratio may go as high as 24:1, however, the school will attempt to maintain a 20:1 ratio

How the mission of the school meets the needs of these students. Constellation Schools: Westpark Community Elementary will be located within the Westpark neighborhood of the City of Cleveland. Families in this area recognize the importance of education as a means to economic independence and professional success. They also have high expectations for their educational institutions, and many have been disappointed with the academic and financial performance of the Cleveland Metropolitan School District. In addition to the emphasis Constellation Schools: Westpark Community Elementary will place on quality education, the character education component will also appeal to parents who have opted to place their children into parochial schools because of the moral training they provide. Generally, the population in Cleveland has strong “family values” (as that term has come to be used in recent years), as well as a sense of civic responsibility and pride. All of these factors were considered in the selection and development of the overall program at Constellation Schools: Westpark Community Elementary. Constellation Schools: Westpark Community Elementary will provide a back-to-basics curriculum, infused with technology, and will serve to reinforce the good character traits (values) and citizenship that students are first exposed to in their homes. The character education program was designed to be integrated throughout the curriculum, so that students will be provided with real-life examples, which will serve to demonstrate that values are important everyday, in every circumstance, and play a role in every decision we make. The safe and nurturing environment of Constellation Schools: Westpark Community Elementary, created by the small class size, personal attention by the teachers, and, personalized instruction to meet the needs of each student, should result in academic success and increased self-esteem.

CURRICULUM

Academic Content Standards. Constellation Schools: Westpark Community Elementary will use a competency-based educational program, which is aligned with the State of Ohio’s Academic Content Standards to ensure that all students are prepared for the state-mandated achievement and diagnostic assessments that the state has implemented. The curriculum will be sequentially developed for kindergarten through grade eight, with emphasis placed on mastery at grade level and special intervention for at risk students. The curriculum will include the following content areas:

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

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

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

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

INSTRUCTIONAL DESIGN

Methods. Constellation Schools: Westpark Community Elementary will employ a variety of instructional methods to ensure that the individual educational needs of all students are met, to maintain student interest, and to challenge all students to strive for academic excellence. Teaching students skills in each curriculum area will be accomplished in single or multi-grade classrooms through the following instructional techniques:

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

Materials. Instructional materials and resources will include:

- teacher lesson plans
- mentors
- current textbooks, library and other books, workbooks and worksheets
- magazines, newspapers and other current materials
- computers and academic software programs
- various musical instruments
- multi-media materials
- community resources
- integration of Character Education throughout the curriculum

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

EXIT GOALS

Students graduating from Constellation Schools: Westpark Community Elementary will successfully:

1. Complete classroom assignments with little assistance from the teacher;
2. Pass teacher constructed tests with at least 70% accuracy;
3. Respond orally to questions pertaining to "grade level" material with a clear understanding of what is being asked;
4. Acquire and apply the essential skills in each of the curriculum areas that have been presented at "grade level;"
5. Integrate and apply the skills learned in each area of the curriculum with interdisciplinary activities;
6. Complete homework assignments independently, accurately, and on time;
7. Ask questions and seek assistance from the teacher in order to receive extra help and intervention that will allow for mastering the material taught;
8. Pass appropriate Ohio Achievement Assessment;
9. Live and work cooperatively with one another by integrating the character development education/values learned;
10. Use keyboarding, word processing, computing and computer research skills effectively to complete classroom assignments;
11. Read fluently for comprehension, oral presentation and building vocabulary.

HIGH QUALITY TEACHERS

Constellation Schools: Westpark Community Elementary will attempt to hire only highly qualified teachers. However, for those teachers not meeting that criterion on the date of hire, the School will work with them to ensure they meet the standard within a reasonable time.

SPECIAL NEEDS SERVICES, SUPPORTS AND SERVICE DELIVERY PLAN

The school will comply with R.C. Chapter 3323 and PL105-17, Individual with Disabilities Act.

All students entering the school will be screened for hearing, vision, speech and communication, and health or medical problems by November 1st of each school year. Students admitted to Constellation Schools: Westpark Community Elementary other than at the beginning of the school year will be screened within 60 days of admission. Students will be provided with all appropriate interventions prior to seeking parental consent for psychological testing to determine whether a disability with an educational impact exists. An Individual Educational Plan (IEP) will be developed for each student identified as having a disability with an educational impact, and Constellation Schools: Westpark Community Elementary will provide services to its special needs students in the least restrictive environment. Typically, this will mean that special needs students will receive services in the classroom with other Constellation Schools: Westpark Community Elementary students. Constellation Schools: Westpark Community Elementary will consult with personnel at the County Special Education Resource Center, and other specialized resources, to ensure that special needs students receive optimum services. Ancillary service providers (speech-language pathologist, occupational therapist, psychologist, physical therapist, reading specialist, etc.) will provide services within the classroom setting whenever possible. When necessary, special needs students may be pulled from the classroom and provided services on an individual or group basis. Constellation Schools: Westpark Community Elementary will contract with service providers for services that are beyond the capabilities of its full-time staff.

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

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

At-Risk Students. Students suspected of being at-risk will have their needs met by the classroom teacher, or ancillary service providers, if appropriate.

TEACHER TO STUDENT RATIO

Constellation Schools: Westpark Community Elementary will attempt to maintain a teacher-student ratio of 1:20, however, in some instances class sizes may go to 24 and the teacher-student ratio will be up to 1:24.

	Grades	Students	Certified Staff	Ratio**
2012 – 2013	K – 4	300	15	20:1
2013 – 2014	K – 4	300	15	20:1
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2015 – 2016	K – 4	300	15	20:1
2016 – 2017	K – 4	300	15	20:1

** the ratio may go as high as 24:1, however, the school will attempt to maintain a 20:1 ratio

SCHEDULE

Hours of Instruction. Constellation Schools: Westpark Community Elementary will offer a minimum of 920 hours of instruction for the academic year in compliance with ORC 3314. 03 (A)(11)(a).

Daily Schedule and Hours of Operation. The daily schedule of Constellation Schools: Westpark Community Elementary is set forth below, however, the schedule may be modified from time-to-time to meet the needs of the school and its students.

8:00	–	8:30 a.m.	Teacher Preparation
8:30	–	11:30 a.m.	Morning Classes
11:30	–	12:00 p.m.	Lunch
12:00	–	12:30 p.m.	Recess
12:30	–	3:30 p.m.	Afternoon Classes
3:30 p.m.			Dismissal
3:30	–	4:15 p.m.	Teacher Preparation

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

SCHOOL CALENDAR

The school calendar for Constellation Schools: Westpark Community Elementary will be as per the attachment, although the board may modify it from time to time.

SEE ATTACHED CALENDAR



Constellation Schools

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

July 2012

mon	tue	wed	thu	fri
2	3		5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

no school days no teacher days

Jul 4... Independence Day
year round employee pay days

7/13 & 7/31

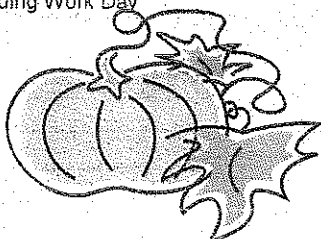


October 2012

mon	tue	wed	thu	fri
1	2	3	4	5
8	9	10	11	12
	15	16	17	18
22	23	24	25	
29	30	31		

22 school days 23 teacher days

Oct 1 - 5... OAA
Oct 22 - 26... OGT
Oct 25... 1st Quarter Ends (45 days)
Oct 26... Building Work Day



August 2012

mon	tue	wed	thu	fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21		23	24
27	28	29	30	31

8 school days 15 teacher days

Aug 13 - 14... Building Work Day/
New Teacher Orientation
Aug 15 - 17... Professional Development
Aug 20... Constellation All Staff
Aug 21... Open House - All schools
Aug 22... First Day of School
Welcome Back

November 2012

mon	tue	wed	thu	fri
			1	2
			8	
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

17 school days 19 teacher days

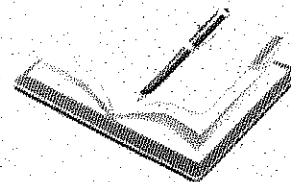
Nov 6... Professional Development
Nov 7 - 8... Evening Conferences
Nov 9... Teacher Free Day
Nov 21 - 23... Thanksgiving Break
Nov 22 - 23 Thanksgiving Holiday

September 2012

mon	tue	wed	thu	fri
	4	5	6	7
10	11	12	13	
17	18	19	20	21
24	25	26	27	28

18 school days 19 teacher days

Sep 3... Labor Day
Sep 14... Building Work Day - RTI

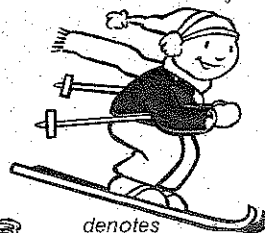


December 2012

mon	tue	wed	thu	fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
	24	25	26	27
30				

15 school days 15 teacher days

Dec 24-Jan 4... Winter Break
Dec 24 - 25... Christmas Holiday



denotes
drill weeks

ATTACHMENT 6.4

Performance Standards, Testing and Assessments, Goals, Initial and Yearly Performance Benchmarking

(Also, address attendance rates, teacher turnover, student re-enrollment, parent satisfaction, success of mission driven programs (such as Career Technical, or otherwise) special education program and compliance, assessments (internal and state required), performance index scores, Adequate Yearly Progress, graduation rates and graduation tests, and any internal goals and missions affecting educational performance and assessments.)

ATTACHMENT 6.4, continued

Sponsor's Monitoring of Assessments and Goals shall include but not be limited to the following:

1. If the School drops one ranking level in Ohio Report Card standing, the Sponsor may, at its discretion, require an explanation, analyses or corrective action plans concerning a specific area or areas causing the drop in ranking.
2. If the School drops two or more ranking levels in Ohio Report Card standing, or, drops to the lowest report card ranking, the Sponsor may, at its discretion, require a targeted, detailed corrective action plan, require outside consultants or counseling, require meetings with the administration or Board of Directors to identify issues, or any other means of inducing academic improvement.

The above monitoring is not a pre-condition to any disciplinary process allowed by law, is not a mandatory Sponsor responsibility, and is in addition to any and all disciplinary procedures allowed by law.

CONSTELLATION SCHOOLS:

WESTPARK COMMUNITY ELEMENTARY

ASSESSMENT SYSTEM

Initial Assessment. The Principal and Teachers will review Achievement/Proficiency Test results and other standardized test results such as Stanford 10 (or comparable), for entering students to establish a baseline. In instances where no such prior test results exist, students will be administered an appropriate test during the last week of September, or such other time as may be determined by the school, to establish a baseline. Test results will be used to identify student needs and improve the curriculum.

GOALS.

Students will successfully:

1. Develop an enduring respect and passion for the arts;
2. Pass all applicable Achievement Tests.
3. Take the Stanford 10 Achievement Test, or comparable nationally normed assessment.
4. Complete classroom assignments with little assistance from the teacher;
5. Pass teacher constructed tests with at least 70% accuracy;
6. Respond orally to questions pertaining to "grade level" material with a clear understanding of what is being asked;
7. Acquire and apply the essential skills in each of the curriculum areas that have been presented at "grade level;"
8. Integrate and apply the skills learned in each area of the curriculum with interdisciplinary activities;
9. Complete homework assignments independently, accurately, and on time;
10. Ask questions and seek assistance from the teacher in order to receive extra help and intervention that will allow for mastering the material taught;
11. If the school enrolls ninth grade students, they will Pass the Ninth Grade Proficiency Tests, however, if the school only goes up through eighth grade, then the eighth grade students will pass the Eighth Grade Achievement Tests;
12. Live and work cooperatively with one another by integrating the character development education/values learned;
13. Use keyboarding, word processing, computing and computer research skills effectively to complete classroom assignments;
14. Read fluently for comprehension, oral presentation and building vocabulary.
15. Students will advance to the next grade level.

Annual Yearly Progress. The School will meet or exceed the Annual Yearly Progress (AYP) goal established by NCLB.

Value Added. The School will implement AIMSWEB, or similar, student assessment and intervention tracking and data collection system to monitor individual student progress.

Expected Gains. The School will meet expected gains requirements adopted by the State Board of Education or required by law.

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

GOALS MEASUREMENT

Achievement Tests. The School will be administered the appropriate Achievement/Proficiency according to the schedule established by the state, and, at each grade level, for each test, the school shall meet the 75% pass rate required in accordance with ORC 3302.02.

If the School does not meet all the requirements, it must show an average increase of at least 2.5 percentage points each year for those requirements not met, or the average results for each appropriate grade level shall equal or exceed the proficiency test results (or other test required by the state) of the local public school district in the School operates. Alternatively, if the School does not meet the standard for each grade set forth above, it will show an average increase of at least 2.5 percentage points for those requirements not met as it tracks students over time.

Stanford 10. 50% of the students are expected to achieve the 50th percentile or higher on the Stanford 10 when they are administered.

Curriculum-based Reading Fluency Measure. The School will administer a curriculum-based reading fluency measure to its students three times per year.

Diagnostic Tests. Diagnostic Tests will be administered according to the attached schedule, or other schedule mandated by the Ohio Department of Education.

Adequate Yearly Progress. To the extent that federal rules and regulations for publicly funded school, as outlined in the No Child Left Behind Act of 2001 and any successor provision or amendment and associated regulations, and, as detailed within the Ohio Department of Education accountability system, are specifically applicable to charter schools, the School will comply with such requirements. This includes meeting requirements for test participation, proficiency, diagnostic and achievement results, and attendance rate, maintaining Adequate Yearly Progress (AYP), and being subject to the federal consequences for School Improvement if AYP is not maintained for two or more consecutive years. The School shall demonstrate AYP by meeting the standards set forth above. Nothing in this provision is, or shall be construed to be, a waiver of any exception, exclusion or other rights that may be contained in the No Child Left Behind Act of 2001, its amendments or implementing regulations, and which may be applicable to the School by virtue of its status as a charter school.

Teacher-Constructed Tests, Quizzes, etc. For teacher-constructed tests, quizzes or assessment tests given in teacher manuals or student workbooks, the standard will be 70% or higher.

Student Advancement. Ninety-five percent of students will advance to the next grade level. School success will be determined by students demonstrating sufficient competency to advance to the next grade

ATTENDANCE GOAL

Constellation Schools: Westpark Community Elementary anticipates that its student attendance rate will exceed 93%.

ATTENDANCE MEASURE

The School's attendance rate will exceed 93% as indicated by the School's State Report Card.

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

STAKEHOLDER SATISFACTION GOAL

Students. Students will be surveyed during May of each year to determine their satisfaction with the school, teachers, and educational program.

Teachers, Administrative and Support Staff. Staff will be surveyed in May of each year to determine their level of satisfaction. The principal will seek input from the teachers on how to make the next school year more successful, and ask teachers to provide a critique of the just-completed academic year.

Parents. Parents will be surveyed in May of each year to determine parent satisfaction and areas of concern with the educational program presented at Constellation Schools: Old Brooklyn Community Elementary. Survey results will be used to improve the curriculum, educational environment and overall program of the school.

STAKEHOLDER SATISFACTION MEASUREMENT

Students. Seventy-five percent of students surveyed will respond that they are “satisfied” with the School.

Teachers, Administrative and Support Staff. Seventy-five percent of staffs surveyed will respond that they are “satisfied” with the School.

Parents. Seventy-five percent of students surveyed will respond that they are “satisfied” with the School.

PERCENT OF RETURNING ENROLLMENT GOAL

The School expects to retain 75% of its students from year-to-year.

PERCENT OF RETURNING ENROLLMENT MEASUREMENT

Seventy-five percent of students will re-enrolled for the following school year by the time classes begin.

COMMUNITY INVOLVEMENT GOALS

Volunteers. The School will encourage volunteerism.

Grants. All staff will be encouraged to solicit grants to supplement classroom materials and the School’s programs.

Community Partnerships. The School will reach out to community organizations to form partnerships.

Public Relations. The School will inform local media, politicians and the community about the School, school activities and student performance.

COMMUNITY INVOLVEMENT MEASUREMENT

Volunteers. Volunteers will provide at least fifty volunteer hours per month.

Grants. At least 10% of staff will submit grants.

Community Partnerships. The School will form at least one community partnership.

Public Relations. The School will inform local media, politicians and the community about the School, school activities and student performance.

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

SCHOOL REPORTING GOALS

Annual Report. The School will produce an Annual Report.

Site Visits and Financial Reporting. The School will complete sponsor required site visits and submit financial reports.

Report Cards. The School will complete report cards for each student.

Progress Reports. Progress reports will be issued for all students

Interim Reports. Interim reports may be utilized as needed.

SCHOOL REPORTING MEASUREMENT

Annual Report. The School will produce an Annual Report as required by law and distribute it to all parents.

Site Visits and Financial Reporting. The School will complete sponsor required ly site visits and submit financial reports when due.

Report Cards. The School will complete report cards for each student on a semester basis. These reports will include: Academic progress, character formation, and attendance report (including tardiness). Space will also be provided for teacher, parent, and principal comments. The parent/guardian of the child will be required to sign and return the report. The final average grade will be recorded on the students' permanent record.

Progress Reports. Progress reports will be issued half way through each semester. These will indicate strengths and weaknesses. Receiving this report midway through the quarter will allow students/parents to determine whether a child requires additional help, and should permit the student to improve his/her performance before the final grade is issued on the Report Card.

Interim Reports. Interim reports may be utilized if a student's performance dictates.

ORGANIZATIONAL ALIGNMENT GOALS

Employee Evaluations. The School will develop an evaluation system aligned with the mission, vision and values statements of the organization.

Strategic Planning. The School will participate in strategic planning to ensure optimum performance.

ORGANIZATIONAL ALIGNMENT MEASUREMENTS

Employee Evaluations. The School will evaluate 90% of employees utilizing an evaluation system aligned with the mission, vision and values statements of the organization.

Strategic Planning. Selected school personnel will participate in strategic planning. The Board will monitor progress towards organizational goals.

ATTACHMENT 6.5

Commitment to Racial and Ethnic Balance (Plan to Achieve and Continue)

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

RACIAL AND ETHNIC BALANCE PLAN

Policies and Procedures that Identify the Community Served by the School

Identification of Community Served. Constellation Schools: Westpark Community Elementary will serve the students in the Westpark neighborhood of Cleveland, an area within the Cleveland Metropolitan School District, and students residing in school districts contiguous with the Cleveland District, or any other district within the State of Ohio. For purposes of this section, the “community served” is identified as the Westpark neighborhood of Cleveland.

Racial and Ethnic Balance of the Community Served

Constellation Schools: Westpark Community Elementary will be located in the Westpark neighborhood of the City of Cleveland. The demographics of this neighborhood are substantially different than the demographics of the City of Cleveland, generally. Cleveland Metropolitan School District demographics are as follows:

White	Black	Hispanic	Asian/Pacific Islander	American Indian, Alaskan Native	Multi- Racial
14.6	68.3	13.2	0.7	0.2	3.

(Figures are in percentages and are derived from the 2010-2011 School Year Report Card.)

However, there are three Cleveland Metropolitan School buildings in the Westpark neighborhood within close proximity to Constellation Schools: Westpark Community Elementary (Garfield, Riverside, and Newton D. Baker) and the average student demographics of these schools would be a more accurate barometer of the types of students that Constellation Schools: Westpark Community Elementary should expect to enroll. The averages from these two schools are as follows:

White	Black	Hispanic	Asian/Pacific Islander	American Indian, Alaskan Native	Multi- Racial
48	29.7	12.9	2.4	0	7.0

(Figures are in percentages and are calculated using the 2010-2011 School Year Report Card.)

Intended Racial and Ethnic Balance of the School

Constellation Schools: Westpark Community Elementary expects to reflect the racial and ethnic balance of the community it serves, within an acceptable margin of error, which is determined to be $\pm 5\%$. The school will make every effort to aggressively market itself in racially and ethnically diverse areas within the community served and the City of Cleveland.

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

Based on the Westpark neighborhood information, above, the expected racial and ethnic balance of Constellation Schools: Westpark Community Elementary would be as follows:

White	42% – 53%
Black	25% – 35%
Hispanic	8% – 18%
Asian/Pacific Islander	0% – 5%
American Indian/Alaska Native	0% – 5%
Multi Racial	5% – 15%

Marketing Plan to Attract Racially and Ethnically Diverse Students

Should Constellation Schools: Westpark Community Elementary fail to achieve the racial and ethnic balance set forth above, it will adopt a Minority Recruitment Plan to target underrepresented groups.

ATTACHMENT 6.7

Suspension, Expulsion, Permanent Exclusion Policy Due Process Procedures Policy for Discipline, Suspension, Expulsion of Disabled Students

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

STUDENT DISCIPLINE, SUSPENSION/EXPULSION POLICY

Statement of General Policy. The dismissal and disciplinary policies of Constellation Schools: Westpark Community Elementary comply with Ohio Revised Code Sections 3313.66, 3313.661 and 3313.662. Constellation Schools: Westpark Community Elementary is a “character education” school in addition to being focused on high academic achievement for children, and we believe it is important to live and practice the values, positive character traits and behaviors that we teach every day. Character development is an essential part of the education that takes place in the school. To ensure an environment conducive to learning we have developed specific rules, regulations, policies and procedures to provide guidance to (1) students - so that there will be no ambiguity as to what is expected, and, (2) staff - so that when it is necessary to discipline a student, it will be done fairly and respectfully. It is essential that the disciplinary policies and procedures adopted by the Board be consistently applied to all students. All employees are expected to know and enforce these policies and procedures. Students and Parents receive a copy of, and review, the **Student Code of Conduct and Disciplinary Policies and Procedures**, and acknowledge that they have done so in writing. The Student Code of Conduct and Disciplinary Policies and Procedures may be amended or modified, from time-to-time, as the Principal deems necessary and/or advisable. The expectations placed upon all of our students are as follows:

- Students will respect authority and conform to school rules of conduct
- Students will be respectful of one another
- Students will respect the rights and property of others, including teachers, students, and the school
- Nonviolence, peace and concern for one another is the foundation of all school activity
- Each person possesses unique gifts that should be recognized and accepted
- Students will attend school every day, be on time, and be prepared to learn
- Students will wear the appropriate uniform each day, and will present a neat, clean appearance
- Students will exercise self-discipline and self-control in all aspects of school activities
- Students will assist in maintaining an orderly, clean school environment
- Students have an affirmative obligation to report violations of this Code of Conduct or other School policies and rules

Student Code of Conduct – Statement of General Policy. The School is a “character education” school in addition to being focused on high academic achievement for children, and we believe it is important to live and practice the values, positive character traits and behaviors that we teach every day. Character development is an essential part of the education that takes place in the school. To ensure an environment conducive to learning we have developed specific rules, regulations, policies and procedures to provide guidance to (1) students – so that there will be no ambiguity as to what is expected, and, (2) staff – so that when it is necessary to discipline a student, it will be done fairly and respectfully. It is essential that the disciplinary policies and procedures adopted by the Board be consistently applied to all students. All employees are expected to know and enforce these policies and procedures. Students and Parents receive a copy of, and review, the **Student Code of Conduct and Disciplinary Policies and Procedures**, and acknowledge that they have done so in writing. The

Attachment 6.7

Suspension, Expulsion, Exclusion Policy, Due Process Procedures, Policy for Discipline, Suspension, Expulsion of Disabled Students, Policy for Compliance with American with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973, and the Reauthorized Individuals with Disability Education Act of 1997

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

Student Code of Conduct and Disciplinary Policies and Procedures may be amended or modified, from time-to-time, as the Principal deems necessary and/or advisable. Our expectations are as follows:

- ♦ Students will respect authority and conform to school rules of conduct
- ♦ Students will be respectful of one another
- ♦ Students will respect the rights and property of others, including teachers, students, and the school
- ♦ Nonviolence, peace and concern for one another is the foundation of all school activity
- ♦ Each person possesses unique gifts that should be recognized and accepted
- ♦ Students will attend school every day, be on time, and be prepared to learn
- ♦ Students will wear the appropriate uniform each day, and will present a neat, clean appearance
- ♦ Student will exercise self-discipline and self-control in all aspects of school activities
- ♦ Students will assist in maintaining an orderly, clean school environment
- ♦ Students have an affirmative obligation to report violations of this Code of Conduct or other School policies and rules

Philosophy. Children naturally want to follow rules if adults clearly define the rules and then invite the child to assume responsibility for his or her behavior. Discipline should be a learning experience rather than a punitive experience. One of the desired goals of the character education program presented by our School is to foster, inculcate, and sustain strong habits of self-discipline. Positive discipline procedures will be implemented to the extent possible to create an educational environment favorable to concentration, attention, reflective thinking, and creativity. Anger management and conflict resolution strategies will be taught to all Students and practiced throughout the classrooms and School. Assuming personal responsibility for behavior is to understand and accept the consequences for violating rules. In disciplining, Teachers are expected to be firm, consistent, just, and impartial, yet display compassion for the child, while maintaining an atmosphere conducive to learning.

Unacceptable Disciplinary Actions. Certain disciplinary measures are inherently contrary to our philosophy. Therefore, the following measures are not permitted:

- Personal indignities
- Any form of corporal punishment
- Verbal and nonverbal humiliation, sarcasm, ridicule, name-calling, swearing, gestures, etc.
- Reducing grades or denying academic credit for disciplinary reasons

Disciplinary Action. Progressive discipline will be utilized whenever possible and appropriate, however, there may be instances where circumstances dictate immediate remedial and corrective actions to protect Students, Staff, or the School. In these cases, the Principal may determine the necessary disciplinary action and the timing of such action.

Minor Infractions. Minor infractions will be dealt with in the classrooms in a developmentally appropriate manner.

Attachment 6.7

Suspension, Expulsion, Exclusion Policy, Due Process Procedures, Policy for Discipline, Suspension, Expulsion of Disabled Students, Policy for Compliance with American with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973, and the Reauthorized Individuals with Disability Education Act of 1997

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

Progressive Discipline

First Level Offense

1. Teacher explains or reviews class and School rules and warns the child of possible consequences.
2. Teacher applies appropriate consequences, including time-outs not to exceed child's age.

Second Level Offense

1. Teacher applies appropriate consequences, including longer time-outs or time-out in an alternate area.
2. Teacher personally communicates the problem(s) with the child's parent(s).
3. Teacher sends as written report home and a copy to the office.

Third Level Offense

If actions taken at Levels 1 – 2 have not corrected the inappropriate behavior or if the student engaged in serious act(s) of misconduct, the Principal may suspend the student from School, not to exceed ten School days.

Fourth Level Offense

If actions taken at Levels 1 – 3 have not corrected the inappropriate behavior or if the student engaged in serious act(s) of misconduct, the Principal may expel the student from School, not to exceed 80 days.

Conduct and/or Behavior Infractions. All students are expected to conform to the Student Code of Conduct and are subject to the School's disciplinary process when they fail to do so.

INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Academic Misconduct	Plagiarizing, cheating, copying another's work or internet publishings, gaining unauthorized access to material, using, submitting, or attempting to obtain data or answers dishonestly or by means other than authorized by the teacher. Falsifying information (signing homework, etc.).	Level 2 disciplinary action.	Level 3 disciplinary action.	Level 4 disciplinary action.
Altering Official Documents	The forgery, falsifying, or unauthorized alteration of a document.	Level 2 disciplinary action.	Level 3 disciplinary action.	Level 4 disciplinary action.
Assault	Unlawfully causing any physical injury.	Level 3 or 4 disciplinary action.	Level 3 or 4 disciplinary action.	Level 4 disciplinary action.

Attachment 6.7

Suspension, Expulsion, Exclusion Policy, Due Process Procedures, Policy for Discipline, Suspension, Expulsion of Disabled Students, Policy for Compliance with American with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973, and the Reauthorized Individuals with Disability Education Act of 1997

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Bomb Threat	Making a bomb threat to a School building or to any premises at which a School activity is occurring at the time of the threat.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
Criminal Act	Committing an act that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
Damage/Destruction of Property	Causing, attempting to cause, or threatening to cause damage to School or private property (including graffiti).	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.	Level 4 disciplinary action.
Display of Affection	Any physical display of affection between students is prohibited.	Level 1 disciplinary action.	Level 2 disciplinary action.	Level 3 or 4 disciplinary action.
Disruptive Behavior	Engaging in any conduct that causes or results in the breakdown of the orderly process of instruction and/or School activities, including but not limited to failure to carry out directions and/or School guidelines, failure to cooperate with School personnel or parent volunteers, verbally harassing other students, and running and/or making excessive noise in the building.	Level 1 or 2 disciplinary action.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.
Dress Code Violations	See 4.2010.7	Level 1 or 2 Parent may have to bring uniform	Level 2 or 3 Parent may have to bring uniform	Level 3 or 4

Attachment 6.7

Suspension, Expulsion, Exclusion Policy, Due Process Procedures, Policy for Discipline, Suspension, Expulsion of Disabled Students, Policy for Compliance with American with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973, and the Reauthorized Individuals with Disability Education Act of 1997

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Electronic Access	The unauthorized use of electronic password codes for any reason, including but not limited to, accessing, controlling, or disabling technological devices or services.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.	Level 4 disciplinary action.
Electronic and Other Communication Devices	No Student shall display or possess any electronic devices (cellular telephones, PDA's, CD players, I-Pods, gaming devices, etc.) without approval on School property between the hours of 8:00 a.m. to the conclusion of School.	Level 2 disciplinary action.	Level 3 disciplinary action.	Level 4 disciplinary action.
Extortion/Robbery	Obtaining money, information, or property from another by threat, intimidation, or coercion.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.	Level 4 disciplinary action.
Firearm	Bringing a firearm to the School or onto School Property (any Property owned, used, or leased by the School for School, School extracurricular or School-related events).	1 year mandatory expulsion.	1 year mandatory expulsion.	1 year mandatory expulsion.
	Bringing a firearm to an interscholastic competition, an extracurricular event, or any other School program or activity that is located at a School or on School property.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
	Possessing a firearm at School, on School Property or at an interscholastic competition, an extracurricular event, or any other School program or activity which firearm was initially brought onto School Property by another person.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
Gambling	Illegal participation in, or the organization of, games of chance for money and/or other items of value.	Level 1 or 2 disciplinary action.	Level 2 or 3 disciplinary action.	Level 4 disciplinary action.
Gang Activity	See 4.2020.3	Levels 1 to 3	Level 3 or 4	Level 4

Attachment 6.7

Suspension, Expulsion, Exclusion Policy, Due Process Procedures, Policy for Discipline, Suspension, Expulsion of Disabled Students, Policy for Compliance with American with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973, and the Reauthorized Individuals with Disability Education Act of 1997

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Hazing	Committing any act or coercing another, including the victim, to do any act of initiation into any Student or other organization that causes or creates risk of causing mental or physical harm to any person. Permission, consent, or assumption of risk by an individual subject to hazing does not lessen the prohibition in this policy.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.	Level 4 disciplinary action.
Homework	Daily homework assignments are an extension of, and reinforce class work, and may be assigned Monday through Friday evenings. The amount of homework and time required for its completion will depend on the grade level of the student and the type of skill or content being developed. All homework must be completed in a timely manner, as determined by the classroom teacher. Repeated failure to timely complete homework is of great concern, and may result in appropriate disciplinary measures.	Level 1	Level 2	Level 2 or 3
Illegal or Dangerous Substances	Using, selling/purchasing, distributing, possessing, or attempting to possess, substances capable of producing a change in behavior or altering a state of mind or feeling; and/or paraphernalia.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.	Level 4 disciplinary action.
Illegal Organization	Anti-social organizations, secret societies, gangs, and other sets of individuals that are not sanctioned by the School, which are determined to be disruptive to teaching and learning. This includes but is not limited to, wearing of symbolic jewelry apparel, making gestures, language use, graffiti, distributing material, or altering personal appearance to symbolize membership in an organization	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.	Level 4 disciplinary action.

Attachment 6.7

Suspension, Expulsion, Exclusion Policy, Due Process Procedures, Policy for Discipline, Suspension, Expulsion of Disabled Students, Policy for Compliance with American with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973, and the Reauthorized Individuals with Disability Education Act of 1997

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
	with a history of, or determined to be, a disruption to teaching and learning.			
Inappropriate language	Using or directing, insulting, degrading, or demeaning language, written or verbal, toward School personnel or any member of the School community.	Level 1 or 2 disciplinary action.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.
Insubordination	Verbal or nonverbal refusal to comply with a reasonable request or directive while on School property or at any School related activity or event.	Level 1 or 2 disciplinary action.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.
Intimidation/Menacing/ Bullying/Cyber- Bullying	Threats, verbal or physical, that inflict fear, injury, or damage. Cyber-bullying is a sub-set of bullying and involves the use of information and communication technologies, including but not limited to e-mail, cell phone and pager text messages, blogs, MySpace, Facebook, Wikipedia, Bebo, the Internet, Xanga, Piczo, instant messaging, defamatory personal Web sites, and defamatory online personal polling Web sites, to support deliberate or repeated, or hostile behavior by an individual or group, that is intended to harm, intimidate or harass others on School time or the School premises, at School events, programs or activities or off School time or School premises if such acts affect other Students or Staff of the School.) See also Anti-Harassment, Intimidation,	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.	Level 4 disciplinary action.

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Suspension, Expulsion, Exclusion Policy, Due Process Procedures, Policy for Discipline, Suspension, Expulsion of Disabled Students, Policy for Compliance with American with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973, and the Reauthorized Individuals with Disability Education Act of 1997

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INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
and Bullying Policy.				
Knife	Bringing a knife to an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the School or which the School is a participant.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
	Possessing a knife at School, on School Property or at an interscholastic competition, an extracurricular event, or any other School program or activity which knife was initially brought onto School Property by another person.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.	Level 4 disciplinary action and 1 year discretionary expulsion.
Littering	Throwing paper, trash, or other materials on the floor, inside the School building, or on School grounds.	Level 1 disciplinary action.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.
Loitering	Presence of an individual in or about a School under one or more of the following circumstances: <ul style="list-style-type: none"> ♦ After a reasonable request to leave. ♦ Does not have a legitimate reason for presence. ♦ Does not have written permission from proper authority for presence. ♦ Refusal to identify self. 	Level 3 disciplinary action.	Level 3 disciplinary action.	Level 4 disciplinary action.

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INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Lunch and Lunch Time Behaviors	<p>When Parents provide a Student's lunch, they are expected to provide a healthy meal. Carbonated beverages, such as soda (pop) are prohibited. Lunch should be a pleasant experience for everyone, teachers, students, and staff. Students must display decent table manners, courteous conversation, and cooperation with volunteers, teachers, and school personnel. Violations include but are not limited to:</p> <ul style="list-style-type: none"> ♦ Eating food outside the designated area or room ♦ Leaving without permission ♦ Littering ♦ Discourtesy (toward volunteers, other students or staff) ♦ Failure to remain seated and to clean up your space ♦ Talking too loud and/or inappropriately 	Level 1 disciplinary action.	Level 2 disciplinary action.	Level 3 or 4 disciplinary action.
Lying	Intentionally giving untrue communication.	Level 1 or 2 disciplinary action.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.
Misuse of Electronic Online Hardware or Software	Students using School online services for illegal, inappropriate, or obscene purposed.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.	Level 4 disciplinary action.
Obscenities/ Verbal Abuse/ Vulgarities	Directing obscene, abusive, vulgar, profane, harassing, insulting, racial, sexual, religious, or ethnic slurs, written or verbal, toward School personnel or any member of the School community. This shall include use of obscene gestures and signs that willfully intimidate, insult, or in any other manner, abuse others.	Level 2 or 3 disciplinary action.	Level 3 disciplinary action.	Level 3 or 4 disciplinary action.
Offensive Material	The production, possession, and/or distribution of materials that offend common decency or morals.	Level 1 or 2 disciplinary action.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.

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INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Other Overt Disruptive Behavior	Knowingly engaging in any behavior meant to alter the teaching/learning process; to demean, intimidate, or harm another or the property of individual or the School.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.	Level 4 disciplinary action.
Physical Contact	Participating in unacceptable physical contact, including but not limited to fighting, pushing, intentionally hurting other students.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.	Level 3 or 4 disciplinary action.
Playground Behavior	The playground is a place to develop friendships in a relaxed setting. Improper behavior or other dangerous actions may include, but are not limited to: <ul style="list-style-type: none"> ♦ Any use of physical force or violence ♦ Throwing objects of any kind, including snow, and/or ice ♦ Taking property of others (hats, gloves, etc.) ♦ Not being in the supervised area ♦ Improper use of playground equipment Using unapproved playground equipment	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.	Level 3 or 4 disciplinary action.
Reckless Endangerment	Any willful act that is not intended to cause harm but in fact places others in jeopardy of injury, or results in the damage, destruction, or defacement of School or private property.	Level 2 disciplinary action.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.
Refusal to Do Classroom Work	The refusal to complete work, labs, projects, or other assignments given by the teacher.	Level 1 disciplinary action.	Level 2 disciplinary action.	Level 3 disciplinary action.
Safety	Students shall be concerned about their own safety and that of others. Student actions that may be considered a safety risk include, but are not limited to: <ul style="list-style-type: none"> ♦ Talking during safety drills ♦ Running, pushing, yelling, or other inappropriate behaviors ♦ Possession of or use of tobacco, alcohol, or drugs 	Level 1 or 2 disciplinary action.	Level 2 disciplinary action.	Level 3 or 4 disciplinary action.

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INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
	<ul style="list-style-type: none"> Leaving the school building or grounds without permission Any of the inappropriate playground behaviors listed above 			
Sale, Use, Possession, or Distribution of Alcohol, Drugs, or other Chemical Controlled Substances	Using, selling/purchasing, distributing, possessing, or attempting to possess, mood altering chemicals, or substances (including counterfeit or look-alike substances), distributing any narcotics, drugs, controlled substances of any kind, or alcoholic beverages, or other intoxicant on School property or at School functions or event.	Level 3 disciplinary action.	Level 4 disciplinary action.	Level 4 disciplinary action.
Sale, Use, Possession, or Distribution of Tobacco Product	Using, selling/purchasing, distributing, possessing or attempting to possess, any tobacco product or paraphernalia.	Level 2 disciplinary action.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.
School Hall and Restrooms	<p>Students will conduct themselves according to the standards of character education, values training, positive character traits, and proper behavior taught at the school. Violations include but are not limited to:</p> <ul style="list-style-type: none"> Cheating, stealing, lying, coarse language, etc. Lack of courtesy and respect (name-calling, talking back) Any use of physical force or violence at any time anywhere on school property Harassment of other students, teachers, volunteers, etc. Disrespect toward staff members, substitutes, volunteers, and/or visitors 	Level 2 disciplinary action.	Level 3 disciplinary action.	Level 3 or 4 disciplinary action.

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INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
School Property	Textbooks, computers, and school facilities are available for student use. Proper care and use of school property is expected. All violations in this area require restoration and/or restitution. Violations include but are not limited to: <ul style="list-style-type: none"> ♦ Defacing textbooks, library books, and other school materials ♦ Destruction or improper use of school computers, printers, or other technology ♦ Defacing/destruction of school property including desks, walls, lockers, etc. ♦ Failure to respect the property of other students, teachers, school personnel, etc. ♦ Gum chewing on school property ♦ Improper use of restrooms and/or supplies ♦ Stealing 	Level 2 disciplinary action.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.
School Telephone	Use of the telephone by students is strongly discouraged. To help students develop responsibility, phone calls home require the written consent of the student's teacher. Violations include but are not limited to: calls not approved by the teacher/principal.	Level 1 disciplinary action.	Level 2 disciplinary action.	Level 3 or 4 disciplinary action.
School-Wide Discipline and Classroom Policies	The School has in place a school-wide behavior management and discipline plan designed to provide consistent expectations throughout the School. In addition, each classroom has its own characteristics and expectations, and teachers may establish certain classroom rules to assist them in providing a pleasant atmosphere and good educational environment. These school-wide and classroom rules are in addition to those listed in this Code of Conduct, and failure of a student to adhere to these classroom rules and policies may be the basis of disciplinary action.	Level 1 or 2 disciplinary action.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.

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INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Sexual or Other Harassment	<ul style="list-style-type: none"> Unwelcome advances of a sexual nature, requests for sexual favors, and/or other verbal or physical conduct or communication of a sexual nature. Sexual harassment that includes unwelcome physical contact shall be assumed to have the effect of substantially interfering with the victim's employment or educational environment. 	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.	Level 4 disciplinary action.
Social Behavior	<p>Students will conduct themselves according to the standards of character education, values training, positive character traits, and proper behavior taught at the school. Violations include but are not limited to:</p> <ul style="list-style-type: none"> Cheating, stealing, lying, coarse language, etc. Lack of courtesy and respect (name-calling, talking back) Any use of physical force or violence at any time anywhere on school property Harassment of other students, teachers, volunteers, etc. Disrespect toward staff members, substitutes, volunteers, and/or visitors 	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.	Level 3 or 4 disciplinary action.
Tardiness	<ul style="list-style-type: none"> To class: The act of a student not being in his/her classroom or seat when class is scheduled to begin as defined in the School schedule. 	Level 1 or 2 disciplinary action.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.
Technology Misuse	See 4.2010.8	Levels 1 through 3	Level 3 or 4	Level 4
Theft	<ul style="list-style-type: none"> Stealing, attempting to steal, possessing or transferring School or private property, or participating in the theft or attempted theft of School or private property. 	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.	Level 3 or 4 disciplinary action.

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INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Toys or Play Objects	<p>School is a place of learning. Distractions cause students to be inattentive. Therefore students are to keep all toys or play objects at home unless the teacher designates a specific day for sharing what a student owns. If a Student chooses to share a toy or other object on such an occasion, the School is not responsible for these items. Violations include but are not limited to:</p> <ul style="list-style-type: none"> • Bringing toys or distracting objects to school • Creating toys or distracting objects at school 	Level 1 disciplinary action.	Level 2 disciplinary action.	Level 2 disciplinary action.
Transportation	<p>Riding the bus, or other transportation provided by the district, is a privilege. The applicable guidelines, rules and policies established by the local school district which provides transportation will be supported by the School and Constellation Schools. Violations include but are not limited to:</p> <ul style="list-style-type: none"> • Disrespectful behavior towards the driver or another student • Physical violence and/or abusive language (swearing) • Eating on the bus • Constant yelling or screaming (which could endanger the lives of others) • Failure to remain seated • Threatening behavior • Possession of drugs, glass, weapons, animals, or stolen merchandise. 	Level 2 disciplinary action.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.
Trespassing	Being in a School building or on School grounds without permission or authorization, or refusing to comply with a request to leave School premises.	Level 2 disciplinary action.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.

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INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Truancy	Habitual or chronic absence from School or class without legitimate excuse and failure to follow proper attendance check-in/check-out and absence procedures.	Level 2 disciplinary action.	Level 3 disciplinary action.	Level 4 disciplinary action and 1 year discretionary expulsion.
Verbal altercation	Engaging in minor verbal altercations. Insulting, taunting, or challenging another person under circumstances in which such conduct could provoke a violent or disruptive response.	Level 2 or 3 disciplinary action.	Level 3 disciplinary action.	Level 3 or 4 disciplinary action.
Violating Classroom Rules	Not following the classroom rules as determined by the classroom teacher.	Level 1 or 2 disciplinary action.	Level 2 or 3 disciplinary action.	Level 3 or 4 disciplinary action.

Dress Code. The Board has adopted the following reasonable dress code and grooming guidelines to promote discipline, maintain order, secure the safety of Students, and provide a healthy environment conducive to academic purposes. Prohibited Student dress or grooming practices include those which (1) present a hazard to the health or safety of the Student himself/herself or to others in the School, or, (2) materially interfere with school work, create disorder, or disrupt the educational program. All students are expected to wear neat, clean clothing that is appropriate for an educational environment. The Principal may require students to change any attire deemed inappropriate. For this purpose, the Principal may ask the student's parents to bring different clothing to the school, or to remove the child from the premises. Adherence to the dress code is expected from the first day of school to the last. School uniforms must be worn every day and failure to do so will result in disciplinary action. The uniform consists of the following:

- White, light blue or navy blue button down shirts with collars
- Black or navy blue dress pants
- Girls may wear navy blue or black knee length skirts
- Boys may wear navy blue or black ties (optional)
- Black or navy blue socks
- Dress Shoes with navy blue or black shoelaces (tennis or basketball shoes may only be worn during gym and recess, boots may be worn to school in the winter but must be removed during school)
- Navy blue sweaters
- White or light blue turtlenecks may be worn under shirts or sweaters
- Navy blue or black knee length shorts may be worn in appropriate weather

Violations to the uniform requirement include, but are not limited to:

- any clothing not identified above

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- any clothing with pictures or wording
- sweatshirts/sweatpants
- open toed shoes
- tennis or basketball shoes
- jeans
- t-shirts
- jewelry
- any shirts that expose the shoulders or have a V neck
- any clothing deemed inappropriate by the Principal

Expulsion and Suspension Policies. The School may suspend a student for up to ten (10) days or may expel a student. In the event that the School decides to suspend or expel a student, the student will be given a notice which states the intent to suspend or expel and the reason(s) for the suspension or expulsion. Immediate attempts will be made to contact a parent or guardian by phone. The student may meet informally with the Principal to challenge the suspension or expulsion. After the meeting, or if the student declines the meeting, suspension or expulsion may be invoked immediately. A copy of the notice of intent to suspend or expel will be mailed to the parent or guardian within one (1) school day after the time of a student's expulsion or suspension. A formal hearing will be scheduled within ten (10) business days from the date of the notice to expel.

Students may be prohibited from participating in extra-curricular activities of the School for offenses or violations of the Student Code of Conduct or School policies. Participation in extra-curricular activities is a privilege and not a right. Accordingly, students prohibited from participating in all or part of any extra-curricular activity are not entitled to notice, hearing or appeal rights.

In the event that, in the opinion of the Principal or his/ her designee, a student's presence at the School creates a health risk, presents a danger to other persons or property or seriously disrupts the functions of the School, the student may be removed from the premises without formal suspension or expulsion procedures with notice and procedures to follow the removal in accordance with R.C. §3313.66.

A student shall be expelled for one (1) year for bringing a firearm to the School or onto School Property (any Property owned, used or leased by the School for School, School extracurricular or School-related events).

A student may also be expelled for a period not to exceed one (1) year for:

1. bringing a firearm to an interscholastic competition, an extracurricular event, or any other School program or activity that is located at a School or on School Property.;
2. bringing a knife to the School, onto School Property or to an interscholastic competition, an extracurricular event or any other program or activity sponsored by the School or which the School is a participant;

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3. possessing a firearm or knife at School, on School Property, or at an interscholastic competition, an extracurricular event, or any other School program or activity which firearm or knife was initially brought onto School Property by another person;
4. committing an act that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property;
5. making a bomb threat to a School building or to any premises at which a School activity is occurring at the time of the threat.

A firearm is defined as any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, or any destructive device. A destructive device, includes but is not limited to, any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive or incendiary charge of more than one quarter ounce, mine, or other similar device.

A knife is defined as any cutting instrument consisting of at least one sharp blade.

The specific circumstances under which the Executive Director may modify a one (1) year expulsion could include:

1. a recommendation from the group of persons knowledgeable of the student's educational needs in accordance with policy no. 4.3030, Suspension/Expulsion of Disabled Students;
2. the student was unaware that s/he was possessing a firearm or knife;
3. the student did not understand that the item s/he possessed was considered a firearm or knife;
4. the student brought the item to School as part of an educational activity and did not realize it would be considered a firearm or knife; and
5. the student may be eligible for participation in an alternative program.

A student may be expelled for up to eighty (80) days for serious misconduct or rules violations, or for other just cause.

During the period of suspension, removal, or expulsion the student may not attend or participate in any School functions without permission from the Principal. The student may enter School facilities only when given permission by the Principal or if accompanied by a parent or guardian who accepts responsibility for the student's actions and/or behavior at the facility.

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The Board also authorizes the Principal to suspend a student from any or all co-curricular or extra curricular activities for misconduct or rules violations. The length of suspension shall be determined by the Principal commensurate with the seriousness of the student's misconduct or rules violations in accordance with the discipline code.

If the Principal determines that a student's behavior on a School vehicle violates School rules, s/he may suspend the student from School bus riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior.

The Board authorizes the Principal to provide for options to suspension of a student from the School which shall include a program whereby a student performs community service either in lieu of or as a part of a suspension or an expulsion.

The Board designates the Executive Director or his/her designee as its representative at all hearings regarding the appeal of a suspension. The Board or the Executive Committee will hear the appeal of an expulsion.

The Principal and Executive Director shall be responsible for implementing this policy and ensuring compliance with applicable laws.

A copy of this Policy is to be posted in common areas of the School and made available to students and parents upon request.

Due Process Rights

Suspension. The following procedure does not apply to in-school suspensions. The Principal, or designee, may suspend a student if the following procedure is met:

1. Prior to the imposition of the suspension, a written Notice of Intent to suspend will be given to the student, which contains the following:
 - a. The reasons for the intended suspension; and
 - b. If the suspension is based on one of the serious criminal offenses for which permanent exclusion is allowed, and if the student is age 16 or older, the notice must also indicate the possibility that the Principal may seek permanent exclusion.
2. The student must be allowed an informal hearing before the Principal, or designee, to challenge the reasons for the intended suspension or otherwise explain his actions. The student is not entitled to call witnesses at this informal hearing.

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3. Within one school day after the suspension is imposed, the Principal, or designee, shall provide written notification to the parent, guardian, or custodian of the student and the treasurer of the Board of Education of the suspension. The notice must contain the following:
- a. The reasons for the suspension;
 - b. Notification of the right to appeal to the Executive Director, or designee. The intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving the notice.
 - c. The right to representation at all appeals;
 - d. The right to a hearing before the Board or its designee, the Executive Director; and
 - e. The right to request that the hearing be held in executive session.

If the suspension is based on one of the serious criminal offenses for which permanent exclusion is allowed, and the student is age 16 or older, the notice must also indicate the possibility that the Superintendent may seek permanent exclusion.

Suspensions imposed during the last ten days of the school year may be carried over into the following school year. However, only the superintendent may impose a carryover suspension.

Expulsion. The Principal, or designee, may expel a student. The following procedure is required:

1. Prior to the imposition of the expulsion, the Principal, or designee, must provide not only the student, but also the parent, guardian, or custodian written notice of his intention to expel. The notice must include the following:
 - a. The reasons for the intended expulsion; and
 - b. The time and place for a hearing, which must be not less than three nor more than five school days after giving the notice, unless the period is extended by the Principal, or designee, at the request of the student, his parent, custodian, guardian or representative. The parent, guardian, or custodian must be sent written notice of any extension, and the subsequent notice should contain the same information required in the original notice.
 - c. If the student is age 16 or older and the expulsion is for one of the serious criminal offenses for which permanent exclusion is allowed, the notice must also indicate the possibility that the Principal may seek permanent exclusion.
2. A hearing must be scheduled not less than three or more than five school days after giving the notice, for the student and his parent, guardian, custodian or representative to appear in person before the Principal, or designee, to challenge the reasons for the expulsion or otherwise explain his/her actions.

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3. Within one school day after the expulsion is imposed, the Principal, or designee, shall provide written notification to the parent, guardian, or custodian of the student and the treasurer of the Board of Education of the expulsion. The notice must include the following:
 - a. The reasons for the expulsion;
 - b. Notification of the right to appeal to the Executive Director, or his designee. The intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving the notice.
 - c. The right to representation at all appeals;
 - d. The right to an appeal hearing before the Board or its designee, the Executive Director;
 - e. The right to request that the hearing be held in executive session;
 - f. If the expulsion is based on one of the serious criminal offenses for which permanent exclusion is allowed, and the student is age 16 or older, the notice must also indicate the possibility that the Principal may seek permanent exclusion;
 - g. When the Principal expels a student for more than twenty days or for any period of time extending into the next semester or school year, the School shall provide, along with this notice, the student and his parent, guardian or custodian with information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitudes and behaviors that contributed to the incident giving rise to the expulsion. The information must include names, addresses, and phone numbers or the appropriate public and private agencies.

During the period of expulsion, the School may, but is not required to, continue educational services in an alternative setting.

The Principal is required to follow through on expellable offenses even if the student in question withdraws from the School prior to the hearing or Principal's decision.

The Principal may apply any remaining part or all of the period of expulsion into the following year.

Permanent Exclusion of Non-Disabled Students.

In accordance with the law, the Board may seek to permanently exclude a student, sixteen (16) years of age or older, who has been convicted of or adjudicated delinquent for the reason of the following offenses:

1. carrying a concealed weapon or conveying or possessing a deadly weapon or dangerous ordinance on property owned or controlled by the Board or at an activity held under the auspices of this Board;

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2. possessing, selling, or offering to sell controlled substances on property owned or controlled by the Board or at an activity under the auspices of this Board; and
3. complicity to commit any of the above offenses, regardless of where the complicity occurred.

In accordance with law, any student, sixteen (16) years of age or older, who has been convicted or adjudicated delinquent for committing the following offenses may be subject to permanent exclusion:

- A. rape, gross sexual imposition or felonious sexual penetration;
- B. murder, manslaughter, felonious or aggravated assault; and
- C. complicity to commit offenses described in paragraphs A and B, regardless of where the complicity occurs.

The above statement of policy on permanent exclusion is to be posted in a central location in each School facility as well as made available to students, upon request.

If the Executive Director has adequate evidence that a student, sixteen (16) years old or older at the time of the offense, has been convicted of or is an adjudicated delinquent resulting from any of the above offenses, s/he shall submit a written recommendation to the Board that the student should be permanently excluded from the public School by the State Superintendent of Public Instruction (State Superintendent). The recommendation is to be accompanied by the evidence, other information required by statute, and the name and position of the person who should present the School's case to the State Superintendent. The Board, after considering all the evidence, including the hearing of witnesses, shall take action within fourteen (14) days after receipt of the Executive Director's recommendation.

If the Board adopts the resolution, the Board shall submit it to the State Superintendent, together with the required documents and the name of the person designated by the Board as its representative to present the case to the State Superintendent. A copy of the resolution shall be sent to both the student and his/her parents.

If the Board fails to pass the resolution, it shall so notify the Executive Director, in writing, who, in turn, shall provide written notification of the Board's action to both the student and his/her parents.

If the State Superintendent rejects the Board's request, the School shall re-admit the student in accordance with statute and Board guidelines. If the State Superintendent acts on the Board's request, his/her actions and those of the School shall be in accord with the procedures described in Ohio Revised Code §3313.66.

Attachment 6.7

Suspension, Expulsion, Exclusion Policy, Due Process Procedures, Policy for Discipline, Suspension, Expulsion of Disabled Students, Policy for Compliance with American with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973, and the Reauthorized Individuals with Disability Education Act of 1997

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

Suspension/ Expulsion of Disabled Students. In matters relating to the disciplining of disabled students, the Board shall abide by Federal and State laws regarding suspension and expulsion. The Principal, or designee, will follow the guidelines below and ensure they are properly used when disciplining any student with a disability.

Removals of Not More Than 10 Days- The 10-Day Rule

The School may unilaterally remove a student with a disability who violates a code of student conduct from the student's current placement for not more than 10 school days. This option may be used only if the disciplinary action is consistent with actions taken against nondisabled students. The School may place students removed under the 10-day rule in an appropriate interim alternative educational setting ("IAES") if applicable (see below), another setting, or suspend them. Removals under the 10-day rule are not considered a "change of placement" and the School is not obligated to provide services to students during those removals. The School can use the 10-day rule to remove a student for either a single removal of 10 consecutive school days; or a series of shorter-term removals over the course of the school year that are more than 10 consecutive school days during that school year, so long as those removals do not constitute a pattern of removals (and therefore, a change of placement).

Removals of More than 10 Days - Change of Placement. A change of placement occurs if a removal is for more than 10 consecutive school days; or if a student is subjected to a series of removals which accumulate to over 10 school days, that constitute a pattern. If a change of placement occurs (after a MDR (see below)), then the School must notify the parents or guardians of that decision. This notice must inform the parents or guardians of all the procedural safeguards accorded under the law. These safeguards include a manifestation determination review, a right to receive services, and a continuation of services for a free appropriate public education. The School must provide services that:

- enable the student to continue to participate in the general education curriculum (although in another setting); and
- enable the student to progress toward meeting the goals set out in the student's IEP.

Manifestation Determination Review ("MDR"). The School will conduct a MDR to examine a student's behavior before imposing disciplinary consequences that would amount to a change of placement. The purpose of the MDR is to determine whether a student's disability caused, influenced or otherwise impacted the student's behavior in question. To make this determination, the student's IEP team is required to review certain information and determine whether the behavior causing the disciplinary infraction is or is not a manifestation of the student's disability.

The MDR is not required for disciplinary removals that do not constitute a change of placement, that is, less than 10 school days per incident or a series of removals accumulating to more than 10 school days in one school year that do not constitute a pattern.

Attachment 6.7

Suspension, Expulsion, Exclusion Policy, Due Process Procedures, Policy for Discipline, Suspension, Expulsion of Disabled Students, Policy for Compliance with American with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973, and the Reauthorized Individuals with Disability Education Act of 1997

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

No later than the date on which the decision to take a disciplinary action which may be a change of placement is made, the School must notify the parents or guardians of that decision and of all procedural safeguards, including the MDR. The School and the parents or guardians must determine which members of the IEP team are relevant to conduct the manifestation determination. The team will review all relevant information in the student's file to determine whether the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability or was the direct result of the School's failure to implement the IEP. If the team determines that either condition is applicable for the student, it must determine that the conduct is a manifestation of the student's disability.

Manifestation - If the team determines that the behavior was a manifestation of the student's disability, the full IEP team must meet the following requirements:

- conduct a functional behavior assessment and implement a behavior intervention plan for the student, unless the School conducted a functional behavior assessment prior to the manifestation determination;
- if the IEP team already developed a behavior intervention plan, it must review and modify the plan as necessary to address the behavior; and
- return the student to the placement from which he or she was removed, 45-day rule exception applies.

No Manifestation - If the team determines that the behavior was NOT a manifestation of the disability, the School may discipline the student using the relevant disciplinary procedures applicable to students without disabilities in the same manner and for the same duration, continuing to provide services to students with disabilities.

If a student's behavior was not a manifestation of the disability, the School will still take steps to attend to the student's behavior. The student must receive, as appropriate, a functional behavior assessment, behavioral intervention services and modifications designed to address the behavior violation in order to attempt to prevent a reoccurrence.

Exceptions to the MDR Requirement – The Unilateral Change in Placement and 45-Day Rule. School personnel may remove a student to an IAES for up to 45 school days, without a prior MDR or IEP meeting, when a student:

- carries or possesses a weapon (a device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except that the term does not include a pocket knife with a blade of less than 2 1/2 inches in length);
- knowingly possesses or uses illegal drugs (a controlled substance not legally possessed or used under the supervision of a licensed health care professional, or legally possessed or used under any other authority under the Controlled Substances

Attachment 6.7

Suspension, Expulsion, Exclusion Policy, Due Process Procedures, Policy for Discipline, Suspension, Expulsion of Disabled Students, Policy for Compliance with American with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973, and the Reauthorized Individuals with Disability Education Act of 1997

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

Act (21 U.S.C. §812) or under any other provision of federal law), or sells or solicits the sale of a controlled substance (a drug or other substance identified under Schedule I, II, III, IV or V in the Controlled Substances Act); or

- has inflicted serious bodily injury on another person (a cut, abrasion, bruise, burn or disfigurement, physical pain, illness, impairment of the function of a bodily member, organ or mental faculty, or any other injury, no matter how temporary).

This authority can be exercised if a student commits any of the offenses described above at the School, on the School premises or at a School function.

The IEP team will meet subsequent to the unilateral placement in an IAES, and must determine what the permanent setting will be, take steps to modify the student's IEP, as appropriate, provide appropriate behavioral intervention services and modifications designed to address the behavior violation so that it does not recur, and continue to provide the student with educational services to enable him or her to participate in the general education curriculum and to progress toward IEP goals.

The School must still do a MDR, but it can occur after the removal to the 45-day setting. If the conduct is a manifestation of the student's disability, the School must still meet all of the requirements outlined above for the MDR, with the additional exception that the student stay in the alternative placement for 45 school days, regardless of the outcome of the manifestation.

Due Process Complaint. Parents or guardians who disagree with any decision regarding placement or the outcome of an MDR may appeal the decision through the filing of a due process complaint.

The School may request a hearing to change a student's placement if the School believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. Under those circumstances, the hearing officer may order a change in placement of a student with a disability to an IAES for a period of up to 45 school days if the hearing officer agrees with the School's assessment.

During any due process proceedings, the student's placement, through a disciplinary action, must not change unless the parents/guardians and the School agree otherwise, or upon admissions to the School and parent/guardian consent. The School may change the student's placement when taking disciplinary actions that constitute a change of placement against students with disabilities, or students who may be eligible for IDEA services.

In the case where a student has been placed in an IAES, the student will remain in the IAES chosen by the School, pending the hearing officer's decision or until the time period expires, whichever occurs first, unless the parent and school agree otherwise. An expedited hearing will be arranged during an IAES appeal and will occur within 20 days of the hearing request, and the hearing officer must make a determination within 10 school days after the hearing.

Attachment 6.7

Suspension, Expulsion, Exclusion Policy, Due Process Procedures, Policy for Discipline, Suspension, Expulsion of Disabled Students, Policy for Compliance with American with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973, and the Reauthorized Individuals with Disability Education Act of 1997

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

Board Adopted Special Education Model Policies & Procedures – See Attached.

Harassment, Intimidation and Bullying Policies – See Attached.

Attachment 6.7

Suspension, Expulsion, Exclusion Policy, Due Process Procedures, Policy for Discipline, Suspension, Expulsion of Disabled Students, Policy for Compliance with American with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973, and the Reauthorized Individuals with Disability Education Act of 1997

ATTACHMENT 6.12 and 6.13

Admissions Procedures
Open Enrollment Policy, if any
At-Risk Definitions, if applicable
Attendance Policy (including covenant to maintain written log of daily attendance verified by the applicable teacher(s) and signed by the Principal, and kept in chronological order)
Automatic Withdrawal Rule
Truancy Policy and Procedure

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

ADMISSION PROCEDURES, OPEN ENROLLMENT POLICY AND AT-RISK DEFINITION

Admission policies and student application procedures

All admission procedures will be in compliance with Section 3314.06, of the Revised Code.

Constellation Schools: Westpark Community Elementary will be a General Population school. Constellation Schools: Westpark Community Elementary will meet the needs of all children – disabled, gifted, regular, economically disadvantage and/or privileged – in a caring, nurturing environment.

Student attendance area. Constellation Schools: Westpark Community Elementary has selected as its primary attendance area the Westpark neighborhood in the City of Cleveland, which is in the Cleveland Metropolitan School District. Constellation Schools: Westpark Community Elementary will give preference to students residing in this primary attendance area, however, Constellation Schools: Westpark Community Elementary has adopted an enrollment policy that allows students residing within the Cleveland Metropolitan School District, students residing in districts adjacent thereto, and, students who reside in any other district in the State of Ohio, to attend Constellation Schools: Westpark Community Elementary. Enrollment of students will be in the following order:

1. Students who reside within the boundaries of the Cleveland Metropolitan School District. If more qualified students from this category apply than the school has space to accommodate, Constellation Schools: Westpark Community Elementary will conduct a lottery to determine which students will be admitted.
2. Students who reside in school districts adjacent to the Cleveland Metropolitan School District, or who reside in any district within the State of Ohio. If more qualified students from this category apply than the school has space to accommodate, Constellation Schools: Westpark Community Elementary will conduct a lottery to determine which students will be admitted.

Non-Discrimination Policy. Constellation Schools: Westpark Community Elementary admits students of any race, color, national and ethnic origin and does not discriminate on the basis of race, color, national origin, disability, age or sex in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school administered programs.

No Tuition and No Incentive to Enroll. The School will not charge tuition, although it may charge a reasonable materials fee. Other than providing a superior educational opportunity and a safe environment for students, the School will offer no tangible incentives for parents to enroll their children in the School.

Admission Procedure. After the first year of operation, the preferred entry point for enrollment in the school will be kindergarten, however, the Principal, with the approval of the Board, may admit students in any grade. Constellation Schools: Westpark Community Elementary will admit the number of students that does not exceed the capacity of the school's programs, class sizes, grade levels or facility.

Application Process. During the school's first year of operations, applications will be taken from the time the school is approved until classes are filled. In subsequent years, current students and siblings of current students will have the opportunity to enroll during November of each year for the following year. During the first two weeks of December of each year, the School will accept applications from students wishing to enroll in the School. Preference will be given to students attending Constellation Schools: Westpark Community Elementary the previous year, and to siblings of such students.

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

Lottery, Selection Process and Criteria. Should the number of applicants exceed the enrollment capacity for each grade level, a lottery will be held for each grade level from all those submitting applications prior to the initial application cut-off date, giving preference to students in the primary then secondary tier enrollment areas, in that order. The lottery, if required, will occur on the third Wednesday in December at the school, unless the Principal selects and publicizes a different public time and location. All parties will have the opportunity to be present during the lottery process and will be notified of the date, time and location of the lottery. All parents of children selected in the lottery will be notified of the selection by certified mail. Parents will have up to seven (7) days from receipt of the certified mail to contact the school regarding their decision. If a parent does not respond within seven (7) days of receipt of the certified mail, the school will select another child from the lottery in the order the child's name was drawn.

Timeliness of Applications. Applications will be available during the first two weeks of December for the succeeding academic year. Application forms will be distributed through the month of July. Applications submitted after the lottery (if a lottery is conducted) will be handled on a first-come, first-serve basis, until the maximum enrollment has been reached in each grade level. A waiting list may be established for prospective enrollees. In subsequent years, the initial enrollment period will take place during the first two weeks of December, preceding the academic year.

Notification Procedures and Enrollment Requirements. Parents will be contacted and advised to set-up individual appointments to enroll their children.

Information Required Prior to Admission. Before a child may attend Constellation Schools: Westpark Community Elementary the child's parent must provide the following information:

1. An address and telephone number where the parent may be reached should it be necessary to confirm a child's absence from school;
2. A signed authorization allowing Constellation Schools: Westpark Community Elementary to obtain records from the public or non-public school most recently attended by the child, and copies of any such records in the possession of the parent;
3. A certified copy of the child's birth certificate, or, in lieu of a birth certificate, a passport, an attested transcript of the birth certificate, an attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child, an attested transcript of a hospital record showing the date and place of the child's birth, or, a birth affidavit;
4. A current utility bill (gas, phone, electric, water/sewer) showing a residence address within the attendance area;
5. The child's Social Security Number (optional);
6. A certified copy of any order or decree, or any modification of such an order or decree allocating parents rights and responsibilities for the care of the child and designating a residential parent and legal custodian;
7. A complete medical report, including immunization records, signed by the child's physician, including: evidence that the child has been immunized against mumps, poliomyelitis, diphtheria, pertussis, tetanus, rubeola and rubella. [O.R.C. §3313.671]

Constellation Schools: Westpark Community Elementary will comply with Ohio public health council requirements for tuberculosis testing. [O.R.C. §3313.71]

Request for Records Within 24 Hours of Admission. Within twenty-four (24) hours of a student being admitted to Constellation Schools: Westpark Community Elementary, the Principal shall request the students' official records from the public or non-public school most recently attended by the

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

student. If the prior school indicates that it has no record of the student's attendance, or the records are not received within fourteen (14) days of the request, or if the student does not present a certification of birth as described in (a) to (d) above, the Principal shall notify the Police Department of this fact. **[O.R.C. §3313.672]**

Withdrawals. When a student transfers to another school, a copy of the student's permanent records is made and mailed to the school, at the request of the student's new school. The record will not be given to the family or to the student. Parents/guardians must complete a records release form prior to the records being forwarded to the new school.

Procedures for Notification of Students' District of Residence. Subsequent to enrollment of each student, the residence address will be verified, and the student's public school district of residence will be advised that the student is enrolled in Constellation Schools: Westpark Community Elementary. This notification will go to the EMIS coordinator for the district, and/or to the Principal of the last building that the student attended in that district. For transportation purposes, Constellation Schools: Westpark Community Elementary will notify the Transportation Department of the Cleveland Metropolitan School District during May of each year of the names, addresses, and other necessary data, for those students who will require transportation.



Constellation Schools

CHAPTER 4: STUDENT POLICIES

4.1070 Attendance Policy

Students enrolled in the School must attend School regularly in accordance with the laws of the State. The educational program offered by the School is predicated upon the presence and punctuality of the Student and requires continuity of instruction and classroom participation. Attendance affects student academic success. Therefore, every parent is expected to ensure that his/her child attends school every day, arrives on time, arrives ready to learn, and, remains in School for the entire day.

All students are expected to attend School and all school related activities on a regular basis. Attendance need not always be within the School facilities, but a student will be considered to be in attendance if present at any place where School is in session by authority of the Board.

Excessive tardiness, absence or early departure will not be tolerated and may result in school administrators contacting the Department of Jobs and Family Services to report educational neglect. Such a report could result in government intervention and a hearing in Juvenile Court. Violations include but are not limited to:

- Excessive tardiness, absence or early departure, with or without a valid excuse
- Truancy from class
- Truancy from school

According to the Ohio law, any student who is absent from school more than 5 consecutive days, seven or more days in a month, or 12 or more days in a year is considered to be "habitual truant" and the school is required to intervene. Students who are consistently tardy, or whose parents remove them from School prior to the end of the academic day, may also require the school to intervene when the school determines the education of the child is being adversely impacted by this pattern of behavior.



Constellation Schools

CHAPTER 4: STUDENT POLICIES

4.1080 Excused Absences

Absences due to the following will be excused:

1. Personal physical illness such as to prevent attendance at School.
2. Personal mental illness such that the student will not benefit from instruction.
3. Illness in the family if student is age fourteen or older.
4. Quarantine of the home.
5. Death in the family.
6. Observance of religious holidays.
7. Court subpoena.
8. Necessary work at home due to absence of parents/guardians.
9. Instruction at home from a person qualified to teach the branches of education in which instruction is required.
10. An emergency or set of circumstances which in the judgment of the School constitutes a good and sufficient cause for absence.
11. If a student is absent from School for the sole purpose of traveling out of state to participate in a School-approved enrichment activity or extra-curricular activity, the School shall count that absence as an excused absence, up to a maximum of 4 days per school year. The student must complete any classroom assignments he/she misses due to the absence. If the student will be absent for 4 or more consecutive school days, classroom teachers must accompany the student during the travel period to provide the student with instructional assistance in order to count the student as in attendance.

Upon return to School, the student must provide to the School a written statement from a parent of the cause for absence, or the absence will be considered unexcused. The Principal or his/her designee reserves the right to verify such statements and to investigate the cause of each individual absence.

Revised 6/17/10



Constellation Schools

CHAPTER 4: STUDENT POLICIES

4.1090 Procedure for Absences

1. A Parent must call the School to inform the School that his/her child or children will be absent from School. This phone call should take place within the first hour that School is in session.
2. If a Parent fails to call the School as prescribed in Part A, School personnel will call the Parent to inform him/her of the Student's absence.
3. In those cases where telephone communication could not be made, School personnel will initiate a written communication to the home of the legal guardian the day of the Student's absence.
4. Students who fail to attend school the day of an after school activity or evening event, may be excluded from the activity/event.



Constellation Schools

CHAPTER 4: STUDENT POLICIES

4.1100 Disciplinary Action for Unexcused Tardiness, Absence or Early Departure

Absences, tardiness and/or early departures negatively impact a Student's education. In addition, Students who are late to class or who leave class early are disruptive to the learning and education of every other child in the class. Parents are expected to get children to School; get them to School on time; and ensure that children remain in School for the duration of the academic day except in cases of illness or other circumstances that would justify an excused absence. Repeated absences, tardiness and/or early departures shall be grounds for disciplinary action.

After three (3) unexcused absences, and each unexcused absence thereafter, Students may be issued an extended day or Saturday Enrichment. After five (5) unexcused absences, and each unexcused absence thereafter, Students may be suspended for three (3) days, except that no unexcused absences will be assessed for purposes of suspension while student is suspended for an attendance violation.

Tardiness is a bad habit and is detrimental to Students' future educational and employment opportunities. A Student is tardy when a Student arrives after school begins or after any class begins. **There is no grace period.** Students are expected to be in their seats and ready to learn at the time class is scheduled to begin. If a student misses more than half a class, the student will be marked absent for the class. After three (3) unexcused tardies, and each unexcused tardy thereafter, a Student may be issued an extended day or Saturday Enrichment. After five (5) unexcused tardies, a student may be suspended from school for three (3) days.

After two (2) unexcused early departures, and each unexcused early departure thereafter, Students may be issued an extended day or Saturday Enrichment. After four (4) unexcused early departures, and each unexcused early departure thereafter, Students may be suspended for three (3) days.

Any student who, due to a medically-documented physical or mental impairment, is absent for an extended period will not be disciplined. Such students may be entitled to receive an education tailored to their individual needs or abilities as provided for under federal and/or state law.



Constellation Schools

CHAPTER 4: STUDENT POLICIES

4.1110 Truancy

A Student is habitually truant if the Student is absent without a legitimate excuse for five (5) or more consecutive School days, for seven (7) or more School days in one (1) month, or twelve (12) or more School days in one (1) school year.

A Student is chronically truant if the Student is absent without a legitimate excuse for seven (7) or more consecutive School days, for ten (10) or more School days in one (1) month, or fifteen (15) or more School days in one (1) year.

Legitimate excuses for the absence of a student otherwise habitually or chronically truant include but are not limited to:

1. the Student was enrolled in another school;
2. the Student's absence was excused in accordance with applicable law or policy, or;
3. the Student has received an age and schooling certificate.

If the student is habitually truant and the student's parents have failed to cause the student's attendance, the Board authorizes the Principal or his/her designee to inform the student and his/her parents of the truancy record and the Board's intent to notify the Judge of the Juvenile Court of the student's excessive truancy.

The Principal or his/her designee may act as the School's attendance officer or delegate that duty as permitted by law. The School's attendance officer shall investigate possible School attendance violations, and is authorized under Ohio law, to serve warrants, to enter places where children of compulsory School age are employed, and to take such other actions as may be necessary to enforce the compulsory education laws.

The Principal or his/her designee is also authorized to establish a parent education program for parents of students who are habitually truant. Any parent assigned to the program who does not complete the program is to be reported to law enforcement authorities for neglect of parent education, a fourth class misdemeanor if found guilty.

R.C. §3321.01; §3314.03(A)(6); §3321.13-.191.

See also Policy No. 4.2010 Student Code of Conduct-Statement of General Policy.

Revised 6/17/10



Constellation Schools

CHAPTER 4: STUDENT POLICIES

4.1120 Withdrawal of Student

As required by 3314.03(A)(1)(b) of the Revised Code, any student who fails to participate, without a legitimate excuse, in 105 consecutive hours of learning opportunities during a school year will be automatically withdrawn from school no later than the thirtieth day after the student reaches the stated limit. Otherwise, a Parent may withdraw a Student voluntarily by signing a Voluntary Withdrawal form with the Principal. When a student transfers to another school, a copy of the student's records will be mailed to the school, at the request of the student's new school. The record WILL NOT be given to the family or to the student. Parents/guardians must complete a records release form prior to the records being forwarded to the new school.

ATTACHMENT 6.14

Requirements of an internet or computer-based community school:

1. A filtering device or filtering software to protect against access to materials that are obscene or harmful to juveniles on the computers provided to students or the provision of the filter or software at no cost to a child who utilizes a computer that was not provided by the internet or computer-based community school is required;
2. A central base with a sponsor provided representative within fifty miles of said base to provide monitoring and assistance.
3. A plan for providing special education and related services to disabled students enrolled in an internet or computer-based community school, which must be submitted prior to the internet or computer-based community school's receipt of its first payment from the state and on or before September 1st of each year thereafter.
4. A plan outlining meetings between teachers and students which shall indicate the number of times teachers will visit each student throughout the school year and the manner in which those visits will be conducted.
5. Each internet or computer-based community school is to retain an affiliation with at least one full-time teacher of record licensed in accordance with R.C. 3314.03(10).
6. Each student enrolled in an internet or computer-based community school must be assigned to at least one teacher of record who is primarily responsible for no more than 125 students.¹
7. Each student enrolled in an internet or computer-based community school is entitled to a computer provided by the school. Each internet or computer-based community school is required to provide written notice of the one computer per student provision to all parents of enrolled students and all parents who are interested in enrolling a child. The internet or computer-based community school may not provide a stipend or any other substitute in lieu of supplying an actual computer, provided however, a parent may waive the one-computer-per -student requirement, and may amend or rescind that waiver at any time. Parents and the school must keep copies of waivers and the school must notify the State and copy the Sponsor concerning any waivers, amendments or rescissions .
8. An internet or computer-based community school may not enter into a contract with a nonpublic school to use or rent any facility space at the nonpublic school for the provision of instructional services to enrolled students.
9. An internet or computer-based community school must provide its students with a location, which must be at least within 50 miles of the student's residence, to complete statewide achievement tests and diagnostic assessments.

10. An internet or computer-based community school is required to withdraw students who fail to participate in spring administration of state tests for two consecutive school years (unless excused pursuant to statute). The internet or computer-based community school must report any such student's data verification code to the department of education, and the internet or computer-based community school will not receive funds for any enrolled student whose data verification code appears on the department of education list. Notwithstanding any provision of Ohio law to the contrary, the parent of any such student must pay tuition.
11. Students enrolled in an internet or computer-based community schools are prohibited from engaging in more than 10 hours of learning opportunities within a 24 hour period. Any time exceeding the 10 hour maximum will not count toward satisfying the annual minimum number of required hours. If the internet or computer-based community school's participation is based on days rather than hours, participate must amount to at least five hours per day.
12. This Attachment 6.14 is statutory and the **School** shall comply with these provisions as now in effect, or, as the law may hereafter amend.

ATTACHMENT 7.2(h)
REPORTING REQUIREMENTS (not exhaustive)

- Current roster of staff by position
- Criminal background checks (FBI and BCI&I) –employees and Board
- Certificates (copy) for all teachers and aides – new/renewal –
Information on “highly qualified” status of each
- Current roster of students – identify regular and special education, §504 plans or English language learners
- Current roster of Board members – including names, addresses (home or work), electronic mail addresses, and home and work telephone numbers
- Current roster of all staff with contact information and salaries or compensation
- Schedule of regular Board meetings – dates, times and places
- Notice of all regular, special or emergency Board meetings
- Copies of all approved and signed Board minutes (after every meeting)
- School calendar
- Lease/rental agreement/deed
- Building inspection certificates – fire and health department inspections/building permits/Certificate of Occupancy
- Current School environment report (Health Dept.) Any asbestos management plans.
- Board approved budget by June 30th
- Inventory per Board Fixed Assets Policy
- Articles of Incorporation, Code of Regulations, Employer ID No., IRS Determination Letter (if any), supplemental bylaws or policies
- Safety plan – new/revised
- Approved and updated technology plan
- Annual report
- Complete set of staff, student, safety, Board and other school policies
- Financials (at least bi-monthly)
- Structural chart
- Timely submission of all required or requested information into AOIS document management system

ATTACHMENT 8.2

Staff Benefits Dismissal and Disciplinary Procedures for Staff Disposition of Employees if Contract is Terminated

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

PERSONNEL POLICIES

Hiring of Employees. The Board will comply with Ohio Revised Code Chapters 3307 and 3309. Constellation Schools: Stockyard Community Elementary will not discriminate on the basis of race, color, religion, disability, national origin, age or sex in hiring policies and practices. Ads for employees are placed in newspapers of broad and general circulation and on the Constellation Schools website.

Interviews. The Principal, in cooperation with the Education Management Organization, will interview candidates and make hiring recommendations to the Board. The prospective employees are expected to bring the following to the interview:

- Official transcripts and Ohio State certification (for positions requiring these)
- Necessary health certificates, including TB test verification
- Completed application form or comprehensive resume'
- Two letters of reference

During the interview, the applicant will be provided with a copy of:

- The Educational Philosophy, Policies and Procedures, Goals and Objectives of Constellation Schools: Stockyard Community Elementary
- A specific job description for the position (including expectations and evaluations)
- A criminal background investigation must be completed

Before an applicant will be employed, Constellation Schools: Stockyard Community Elementary must have in its possession a report from the Bureau of Criminal Identification and Investigation indicating that the prospective employee is not disqualified from teaching.

Upon completion of all of the above requirements, the applicant may be offered a position with the school. Employees will be employed "at will," and the employment may be terminated at any time, for any reason, or for no reason at all. However, the Board may, in its sole discretion, offer any employee an employment agreement, which will not modify the "at will" employment status.

Staff Training and Professional Development. Constellation Schools: Stockyard Community Elementary will provide its Teachers with in-service days according to its policies. Additional in-service training is provided at monthly faculty meetings. Training regarding the Educational Plan and program of Constellation Schools: Stockyard Community Elementary will be provided to each employee prior to the beginning of school. Professional training will be made available throughout the school year and will include special education issues, health matters, personal relation skills, and other topics that the Principals and/or Director believe are timely and necessary. The Local Professional Development Plan will ensure the professional and training needs are met.

Evaluation of Employee Performance. Employees of Constellation Schools: Stockyard Community Elementary are "at will" employees, although the Board may extend employment agreements to some or all of the employees, in its sole discretion. Employees are evaluated by the Principal through classroom observations and in accordance with an evaluation system adopted by the Board. After such formal observation, the Principal meets with the Teacher and discusses the observations, makes suggestions for improvement and provides the Teacher with a copy of the evaluation. The Principal signs the evaluation, and the employee being evaluated is requested to sign and date the evaluation. A copy is placed in the employee's personnel file. Employees are "at will," so even an employee who

**Staff Benefits; Dismissal and Disciplinary Procedures for Staff;
Disposition of Employees if Contract is Terminated**

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

has received a positive or favorable evaluation may be terminated, or not retained, at any time, for any reason, or no reason at all.

The Board will annually evaluate the performance of the Principal.

Disciplinary Action, Termination and Dismissal of Staff. Disciplinary action shall be initiated by the Principal, in consultation with the Executive Director, at such times and in such manner as the Principal deems necessary and appropriate. Disciplinary action, up to and including the recommendation that an employee be terminated, may be recommended by the Principal.

- Termination or Dismissal of Staff. Where the Principal recommends the termination of an employee, or, upon the Board's own initiative, the Board may remove the employee and terminate the employee's employment for any reason whatsoever, or no reason at all. The Board may, in its sole discretion, solicit information from any source, including the employee and/or the Principal. However, it also may choose to terminate the employee based upon the principles of "at will" employment, for any reason, or no reason at all, or pursuant to the terms of any employment contract, if one exists.
- Employees who will not be invited to return will be advised by June 1.

Incentive Policies. Constellation Schools: Stockyard Community Elementary currently has no employee incentive policies in place. Such policies may be developed and implemented later.

Salary Schedules. (Attached)

Employee Work Schedules.

- Principal – full-time, 12 months/year (the Principal is expected to put in the time necessary to successfully run the school).
- Teachers – full-time, according to the school calendar and daily schedule adopted by the Board from time-to-time. Teachers are expected to be available August 1st.
- Assistant Teachers – full-time, according to the school calendar and daily schedule adopted by the Board from time-to-time. Assistant Teachers are expected to be available August 1st.
- Secretaries – full-time, 12 months/year.
- Custodian – Full or Part-time (hours to be determined by the needs of the building).

Health Insurance and Other Benefits

Health Insurance. All eligible employees may participate in the medical insurance plan provided by Constellation Schools: Stockyard Community Elementary. To be eligible, an employee must work a minimum of 30 hours per week. The Management Company will annually review and evaluate the coverage provided and may, from time-to-time and in its sole discretion, modify the insurance

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

coverage or change providers. Constellation Schools: Stockyard Community Elementary will pay a percentage of the cost of coverage for each employee, however, Constellation Schools: Stockyard Community Elementary reserves the right to change its contribution towards insurance coverage at any time, including the elimination of its contribution. Information/enrollment forms will be made available to employees when available.

Retirement Plan (Pension).

1. State Teachers Retirement System (STRS). Constellation Schools: Stockyard Community Elementary will contribute to STRS, and withhold employee contributions, as required by Chapter 3307 of the Revised Code. STRS issues a publicly available financial report that includes financial statements and required supplementary information. The report may be obtained by writing to the State Teachers Retirement System, 275 East Broad Street, Columbus, Ohio 43215-3771.
2. School Employee Retirement System (SERS). Constellation Schools: Stockyard Community Elementary will contribute to SERS, and withhold employee contributions, as required by Chapter 3309 of the Revised Code. SERS issues a publicly available financial report that includes financial statements and required supplementary information. The report may be obtained by writing to the School Employees Retirement System, 45 North Fourth Street, Columbus, Ohio 43215-3634.
3. 403(b) Annuities. Constellation Schools: Stockyard Community Elementary provides information to its employees regarding these tax-deferred retirement vehicles. Each employee will determine whether he/she will contribute to a tax-deferred annuity. All contributions will be made with employee, before tax, funds.

Tuition Reimbursement. Constellation Schools: Stockyard Community Elementary does not currently have a tuition reimbursement plan.

Personal Days. Teachers shall be entitled to personal days according to current policies adopted by the Board. The leave shall be granted upon written request to the Principal at least three days prior to the proposed leave, except in the case where prior notice is not possible. Personal leave days shall not be taken the day preceding or the day following a school holiday or vacation period. In addition, personal days may not be taken on school in-service days or during the months of September, May or June. Personal leave days will not be deducted from accumulated sick leave days. Personal leave days do not carry-over from year-to-year, and may not be used on a day that is scheduled for in-service, professional development or committee assignments.

Professional Days. Teachers are entitled to professional leave days according to current policies adopted by the board, to attend meetings, conferences, educational programs or classes in another school. Requests for professional leave must be in writing and submitted to the Principal at least seven days prior to the proposed leave. Staff shall submit written documentation to verify attendance at the professional in-service or school. Professional leave days will not be deducted from accumulated sick leave days. Professional leave days do not carry-over to the following school year, and may not be used on a day that is scheduled for in-service, professional development or committee assignments.

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

Sick Leave. Full time employees shall be entitled to sick leave in accordance with current policies adopted by the Board. The maximum accumulation is currently 120 days, however, the Board may modify or eliminate the number of days that may be accumulated.

1. New Teachers and Teachers who have exhausted their sick leave shall be on advanced sick leave days which can be earned during the remainder of the school year. Unearned sick leave will result in loss of pay at the end of the school year.
2. Sick leave may be used for the following purposes:
 - Personal illness including pregnancy-related illness.
 - Personal injury.
 - Illness, injury or death in the Teacher's immediate family. "Immediate family" means: members of the Teacher's household, including spouse, children, stepchildren, parent or grandparent.
3. When an employee has been absent for five consecutive days, that employee must provide verification of the illness from a licensed physician. However, any employee that is absent or otherwise misses a day that is planned for in-service, professional development or committee assignments must provide verification from a licensed physician.
4. An employee who transfers from another school system will be credited with the unused balance of his/her sick leave from that system, up to 120 days, or in accordance to policies then in place.
5. A record of the accumulated sick leave will be give to each employee at the beginning of each academic year.

Leave of Absence. Constellation Schools: Stockyard Community Elementary will comply with the Family and Medical Leave Act but otherwise currently has no leave of absence policy.

Vacation. Vacation for teaching staff will be according to the school calendar adopted annually by the Board. Vacation for the clerical staff will be approved by the Principal in consultation with the Executive Director. Vacation for the Custodian will be approved by the Principal in consultation with the Executive Director. Vacation for the Executive Director, Director of Accountability & Oversight, Director Educational Services and Principal will be determined annually between the Management Company and the respective employee.

STAFF DISMISSAL ON CONTRACT TERMINATION

Employees will be notified in writing by March 1st of the current school year if the contract for Constellation Schools: Stockyard Community Elementary will not be renewed for the following year. (Provided Constellation Schools: Stockyard Community Elementary receives notification from the Sponsor by this date.) If Constellation Schools: Stockyard Community Elementary receives notice of termination from the Sponsor at any time, school officials will notify all employees in a timely manner once it is clear that another resolution cannot be reached and it will be necessary for the school to close. When appropriate, letters of recommendation will be provided for all employees, at their request, by the Principal.

Constellation Schools Salary Schedule

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Principal	\$40,000	\$70,000
Assistant Principal	\$35,000	\$55,000
Counselor	\$30,000	\$52,500
Teacher	\$29,000	\$50,000
Educational Aide	\$18,000	\$25,000
Administrative Assistant I	\$20,000	\$32,500
Administrative Assistant II	\$20,000	\$40,000
Teacher Coach	\$35,000	\$55,000
Building Cleaner	\$20,000	\$32,500

ATTACHMENT 9.2

Fiscal Services Agreement with ESCLEW's Treasurer
(if any)

If not applicable, write "N/A" here N/A .

ATTACHMENT 9.3

Licensure Training – Closing Duties
Certification of Fiscal Agent, Officer or
Services Provider

I, THOMAS F. BABB, hereby certify that I am licensed as provided for under R.C. 3301.074 (license attached and made a part of this certificate), or, that I have completed not less than sixteen (16) hours of continuing education classes, courses or workshops in the area of school accounting as approved by the Sponsor, completed an additional twenty-four (24) hours of continuing education classes, courses or workshops in the area of school accounting as approved by the Sponsor, or have completed or will complete eight (8) hours of continuing education classes, courses or workshops in the area of school accounting as approved by the Sponsor during each subsequent year. Official transcripts, licenses and certificates for all hours of training are attached as Exhibit A to this Certification.

If School obtains a new fiscal agent, officer or service provider, then a new Certification of Fiscal Agent, Officer or Service Provider must be signed and sent to Sponsor within three (3) business days.

The written agreement between Fiscal Agent, officer or Services Provider ("Treasurer") and the School requires that Treasurer be retained to also provide all closing responsibilities required by Sponsor, School and ODE should School close for any reason.

Fiscal Agent, Officer or Services Provider

Thomas F. Babbs
Signature

7/15/2012
Date

Witnesses (2)

1) David
2) Betty Long

Constellation Schools: Westpark Community Elementary

Bruce Smith (PRESIDENT)
Signature and Title OF BOARD 3/15/12
Date

Witnesses (2)

1) David
2) Betty Long

Exhibit A to Attachment 9.3
Licenses, Transcripts, Certificates for all hours of training

State of Ohio

EMPLOYER COPY

Department of Education

5 Year School Treasurer License

This License Awarded To: **THOMAS BABB**
License Number: OH1363116

Issue Date: 10/15/2010

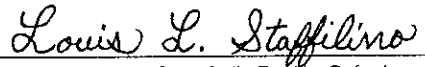
FROM: 07/01/2010 - 06/30/2015

The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education, is authorized to teach the subject(s) or serve in the area(s) listed below for the period specified.

School Treasurer


Superintendent of Public Instruction

1130146


Associate Superintendent, Center for the Teaching Profession

ATTACHMENT 9.4
Treasurer's Bond



The Ohio Casualty Insurance Company

BOND

No. **3817895**

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

5730 Broadview Road Parma Ohio 44134

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

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

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

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

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

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

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

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

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

SIGNED, SEALED and DATED

August 5, 2011

Thomas F Babb

The Ohio Casualty Insurance Company

By:

Orally A. Hale
 Attorney-in-Fact

OATH OF OFFICE

STATE OF OHIO

County of CUYAHOGA }

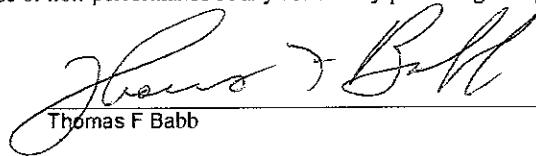
SS

I, Thomas F Babb

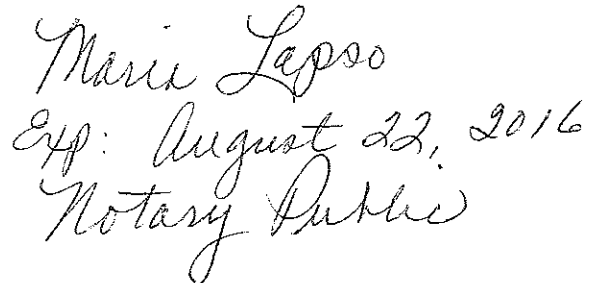
do solemnly swear (or affirm) that I will support, protect and defend the Constitution of The United States and the Constitution of the State of OHIO and that I will discharge the duties of my office of CFO / Treasurer

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

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


Thomas F Babb

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


Exp: August 22, 2016
Notary Public

Principal: Thomas F Babb

POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

Agency Name: Chisholm & Assoc Ins Agency

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

Bond Number: 3817895

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

Four Hundred Thousand Dollars And Zero Cents

\$400,000.00

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

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



STATE OF OHIO,
COUNTY OF BUTLER

Gregory W. Davenport Assistant Secretary

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

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



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

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

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

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

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

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

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

CERTIFICATE

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

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



David M. Carey Assistant Secretary

ATTACHMENT 9.5
Projected Budget/Financial Plans
Five-Year Projection of Operational Revenues and Expenditures under R.C.
§5705.391
Amount of Per-Pupil Expenditure Assumed
ODE Per-Pupil Expenditure Worksheet
Financial Information Summary (FIS)
CCIP, SOES, OEDS-R Forms

FIVE YEAR FORECAST

County: Cuyahoga

Constellation Schools: Westpark Community Elementary

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended June 30, 2009 through 2011, Actual and
the Fiscal Years Ending June 30, 2012 through 2016, Forecasted

	Actual			Forecasted			
	Fiscal Year 2009	Fiscal Year 2010	Fiscal Year 2011	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2016
<u>Operating Receipts</u>							
State Foundation Payments (3110, 3211)	\$2,055,565	\$2,047,036	\$2,059,889	\$2,300,657	\$2,300,000	\$2,458,352	\$2,557,669
Charges for Services (1500)	22,404	29,577	23,724	24,000	14,400	16,000	16,000
Fees (1600, 1700)	64,887	59,352	62,608	52,500	52,500	59,063	59,063
Other (1830, 1840, 1850, 1860, 1870, 1890)	45,287	179,906	231,387	361,000	359,100	370,850	370,850
Total Operating Receipts	2,188,143	2,315,871	2,377,608	2,738,157	2,726,000	2,904,265	3,003,582
<u>Operating Disbursements</u>							
100 Salaries and Wages	873,643	1,016,342	1,093,182	1,199,227	1,113,156	1,122,059	1,189,272
200 Employee Retirement and Insurance Benefits	236,261	302,988	315,743	377,195	376,060	366,913	377,400
400 Purchas Services	1,016,225	1,132,824	876,742	1,418,696	1,402,829	1,391,096	1,377,733
500 Supplies and Materials	157,427	129,137	138,558	133,325	130,795	133,325	133,325
600 Capital Outlay -New	321,069	61,240	46,112	22,500	10,000	16,000	15,000
700 Capital Outlay - Replacement	0	0	0	0	0	0	0
800 Other	24,949	45,273	524,029	363,597	41,875	41,875	41,875
Total Operating Disbursements	2,629,574	2,687,804	2,994,366	3,514,540	3,074,715	3,071,268	3,150,983
Excess of Operating Receipts Over (Under)	(441,431)	(371,933)	(616,758)	(776,383)	(348,715)	(167,003)	(147,401)
<u>Nonoperating Receipts/(Disbursements)</u>							
Federal Grants (all 4000 except fund 532)	245,585	343,246	337,013	370,809	292,787	276,363	256,834
Federal Fiscal Stabilization Funds (SFSF)	xxxxxx	140,217	174,811	xxxxxx	xxxxxx	xxxxxx	xxxxxx
Ed Jobs	xxxxxx	xxxxxx	90,505	37,654	xxxxxx	xxxxxx	xxxxxx
State Grants (3200, except 3211)	14,216	9,029	9,189	3,800	3,000	3,000	3,000
Donations (1820)	459	8,060	7,619	0	0	1,500	1,500
Interest Income (1400)	12,549	1	10	11,500	10,600	10,600	10,600
Debt Proceeds (1900)	0	0	0	0	0	0	0
Debt Principal Retirement	0	0	0	0	0	0	0
Interest and Fiscal Charges	0	0	0	0	0	0	0
Transfers - In	5,626	14,302	25,180	4,000	0	0	0
Transfers - Out	(5,626)	(14,302)	(25,180)	(4,000)	0	0	0
Total Nonoperating Revenues/(Expenses)	272,809	500,553	619,147	423,763	306,387	291,463	271,934
							271,934

FIVE YEAR FORECAST

	Actual			Forecasted				
	Fiscal Year 2009	Fiscal Year 2010	Fiscal Year 2011	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	(168,622)	128,620	2,389	(352,620)	(42,328)	124,460	125,906	124,533
Fund Cash Balance Beginning of Fiscal Year	1,384,143	1,215,521	1,344,141	1,346,530	993,910	951,582	1,076,042	1,201,948
Fund Cash Balance End of Fiscal Year	\$1,215,521	\$1,344,141	\$1,346,530	\$993,910	\$951,582	\$1,076,042	\$1,201,948	\$1,326,481

Disclosure Items for State Fiscal Stabilization Funds

Personal Services SFSF	xxxxxxx	126,421	133,663	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
Employees Retirement/Insurance Benefits SFSF	xxxxxxx	13,796	41,148	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
Purchased Services SFSF	xxxxxxx	0	0	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
Supplies and Materials SFSF	xxxxxxx	0	0	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
Capital Outlay SFSF	xxxxxxx	0	0	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
Total Expenditures - SDFSF	xxxxxxx	\$140,217	\$174,811	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx

Assumptions

Projected enrollment for FY 2012 =	300
Projected enrollment for FY 2013 =	300
Projected enrollment for FY 2014 =	315
Projected enrollment for FY 2015 =	315
Projected enrollment for FY 2016 =	315

Local Funding: Charges for Services; Fees; Other; Donations and Interest Income-- Includes collections for food services from students and other miscellaneous collections based on historical patterns.

State Funding - Fiscal Year 2012 is based on the May 2012 Foundation Settlement with the Ohio Department of Education. Fiscal Year 2013 assume 100% of the average per pupil rate for 2012. Fiscal Years 2014 through 2016 assume 2% annual increases over the prior years average per pupil rate. Other state grants are based on historical patterns.

Federal Funding -- Revenues are based on 2012 CCIP allocations plus 2011 rollovers for 2012 For 2013 through 2016 they are the same as the base 2012 allocations. Food services reimbursements are estimated based on prior years experience. Includes unused Education Jobs funding in 2012 only. Race to the Top funding has been spread for 2012 through 2014. Assumes all federal funds will be collected and expended in the year it is allocated

Salaries -- Staff are identified for positions per the current salary scale. Annual increases are estimated at 2-3%.

Benefits -- Calculated as a percentage of salaries and based on actual 2012 rates.

FIVE YEAR FORECAST

Actual			Forecasted			
Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
2009	2010	2011	2012	2013	2014	2015
						2016

Purchased Services -- Based on historical patterns and anticipated needs. Includes contracts where applicable.

Supplies -- Based on historical patterns and anticipated needs.

Capital Outlay -- Based on historical patterns and anticipated needs.

Miscellaneous -- Based on historical patterns and anticipated needs.

Other Uses -- Assumed to be of minimal consequence.

OEDS_R ADMINISTRATOR FORM

In order to access OEDS-R, a school administrator (superintendent) role must be established in OEDS_R. Please provide the following information to the Office of Community Schools so an initial role can be established for your school. Send the completed form to Mary E. Cotton. Completed forms may be sent via email, fax or mail. **Fill out the form in its entirety.**

NAME OF SCHOOL: Constellation Schools: Westpark Community Elementary

IRN NUMBER: 132993

NAME OF INDIVIDUAL(S) TO BE ENTERED INTO OEDS_R:

TITLE: (check applicable one)

XX Superintendent
 Treasurer
 OEDS_R Organization Administrator

Date of Birth: March 3, 1944

LAST 4 DIGITS OF SOCIAL SECURITY NUMBER: 1625

E-MAIL ADDRESS: Preseren.gerald@constellationschools.com

If you do not already have a SAFE account, your designated personnel will be able to access the SAFE Web portal via https://webapp2.ode.state.oh.us/portal/what_is_safe.asp. Once an account is established, additional roles can be established by the person with the account. Once this information is received, a role will be established in OEDS_R. OEDS_R is updated each night around midnight.

If you have any questions, or need further assistance, please contact Mary E. Cotton at mary.cotton@ode.state.oh.us or (614) 995-1129.

The Ohio Department of Education
Office of Community Schools
25 South Front Street, Mail Stop 307
Columbus, OH 43215-4183
Fax 614 466-8506

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Gerald Preseren

[Home](#)[Printer Friendly Version](#)**CCIP Home****Associated Organizations**

IRN	Organization Name
000140	Victory Academy of Toledo
000316	Constellation Schools: Westpark Community Middle
000317	Greater Cleveland Academy For Gifted Students
000319	Constellation Schools: Madison Community Elementary
000320	Constellation Schools: Lorain Community Middle
000321	Constellation Schools: Old Brooklyn Community Middle
000530	Akron Academy For Gifted Students
000531	Akron School For the Arts
000532	Canton Academy For Gifted Students
000533	Cuyahoga East Academy for Gifted Students
000534	Constellation Schools: Puritas Community Middle
000535	Lima Academy For Gifted Students
000536	Lorain School For the Arts
000537	Mahoning Valley Academy For Gifted Students
000538	Mansfield School For the Arts
000541	Constellation Schools: Outreach Academy for Students with Di
000542	Parkside Community School
000544	West Boulevard Community School
009149	Constellation Schools: Westside Community School of the Arts
009909	Constellation Schools: Mansfield Community Middle
011508	Constellation Schools: Detroit-Shoreway Community Elementary
011509	Constellation Schools: West Boulevard Community Elementary
012017	Academy for Creative Learners-Toledo
012018	Academy for Creative Learners-Cleveland West
012019	Academy for Creative Learners-Cleveland
012020	Academy for Creative Learners-Columbus
012022	Academy for Creative Learners-Mansfield
012025	Constellation Schools: Stockyard Community Middle
012026	Constellation Schools: Collinwood Village Academy
012671	Constellation Schools: Eastside Arts Academy
132951	Constellation Schools: Lorain Community Elementary
132969	Constellation Schools: Elyria Community Elementary
132993	Constellation Schools: Westpark Community Elementary
133256	Constellation Schools: Parma Community
134098	Constellation Schools: Old Brooklyn Community Elementary

School Options Enrollment System WESTPARK COMMUNITY SCHOOL - Cuyahoga (132993) (2011-2012)
06/19/2012 12:33

Home
Select
Students
Reports
Entity
 Report
 Profile Entry
User
Utilities
Help
Logout

- Profile has been submitted for review

Entity Information

ID 238
Entity Type CS
E-School ☐
Entity Name WESTPARK COMMUNITY SCHOOL
IRN 132993
County Cuyahoga
Financial Contact Thomas Babb
Contact Email Babb.Thomas@Constellationschools.com
Contact Phone 440-845-7688
FAX Number 440-845-7689

2012-2013 School Year

Transporation Offered ☐
Kindergarten Program Type ☒ Full-day everyday kindergarten program
First Day of Class 08/22/2012
Last Day of Class 06/05/2013
Annual Membership Units H
Days In Session ☒ 178.00
Instructional Hours Per Day ☒ 6.50
Total Annual Membership Days/Hours ☒ 1157.00
Profile Status ☒ Submitted For Review

Cancel

OFFICE OF COMMUNITY SCHOOLS

Per Public Expenditure Worksheet

School Name: CONSTELLATION SCHOOLS: WESTPARK COMMUNITY
Sponsor: ESC OF LAKE ERIE WEST ELEMENTARY
IRN #: 132993 County: CUYAHOGA

For Fiscal Year 2012

Basic Formula '12	x	Estimated # of Students	=	'12 Formula Total
\$5,653.00	x	<u>300</u>	=	<u>1,695,900</u>
A.	Estimated Revenue from PBA* Family Services	=		<u>480,399</u>
B.	Estimated Revenue from Special Education Weighted Funds=			<u>124,358</u>
C.	Sum of Estimated FY '12 Annual Revenues (Totals from A, B, C)		=	<u>2,300,657</u>

Total Per Pupil Expenditure = $\frac{\text{Sum of Estimated FY '12 Annual Revenues (Box D)}}{\text{Total \# of Students}}$

D. Total of Students 11,715
Total Per Pupil Expenditure: _____

* Poverty Based Assistance

INCLUDES \$317,922 INVESTED
IN OTHER SCHOOLS OR \$1,060
PER STUDENT. TO BE RECOVERED
WITH INTEREST IN FUTURE
PERIODS.

Constellation Schools: Westpark Community Elementary
Cash Budget for the Year
2011/2012

Revised: 17-May-2012

IRN: 132993	Requested Budget	Previously Approved Budget	Budget Changes
BEGINNING CASH BALANCE	1,346,530	1,378,608	(32,078)
RECEIPTS			
Local Funding	449,000	449,125	(125)
State Funding	2,304,457	2,309,250	(4,793)
Federal Funding	408,463	380,588	27,875
Other	4,000	4,000	0
TOTAL RECEIPTS	3,165,920	3,142,963	22,957
EXPENSES			
Salaries	1,199,227	1,217,987	18,760
Benefits	377,195	397,717	20,522
Purchased Services	1,418,696	1,444,298	25,602
Supplies	133,325	147,125	13,800
Capital Outlay	22,500	35,000	12,500
Miscellaneous	45,675	47,800	2,125
Other Uses of Funds	321,922	321,922	0
TOTAL EXPENSES	3,518,540	3,611,849	93,309
NET REVENUE/(DEFICIT)	(352,620)	(468,886)	116,266
ESTIMATED CASH BALANCE AT END OF YEAR	993,910	909,722	84,188

909,722

0

Constellation Schools: Westpark Community Elementary
Revenues for the Year
2011/2012

Revised: 17-May-2012

	Requested Budget	Previously Approved Budget	Budget Changes
Enrollment	300	300	0
Maximum Enrollment	330		
Local Funding			
1410 - Interest Earned	11,500	0	11,500
1510 - Food Services - Students	24,000	25,000	(1,000)
1690 - School Activity Receipts	0	0	0
1790 - Materials Fees	52,500	58,125	(5,625)
1810 - Rentals - WCM	222,500	222,500	0
1820 - Contributions/Donations	0	1,500	(1,500)
1830 - Services - Other Schools - OBCE	16,000	16,000	0
1830 - Services - Other Schools - MDCE	16,000	16,000	0
1830 - Services - Other Schools - WCM	12,500	12,500	0
1830 - Services - Other Schools - WCM	12,500	12,500	0
1860 - Fines	0	0	0
1890 - Other Income	33,500	32,500	1,000
1940 - Proceeds from Sale of Notes	48,000	52,500	(4,500)
Subtotal Local Funding	449,000	449,125	(125)
State Funding			
3110 - Foundation Basic Aid	2,295,380	2,300,000	(4,620)
3110 - Foundation Basic Aid - Prior Year Adj	5,277	0	5,277
3190 - Unrestricted State Grant	0	0	0
3210 - Restricted State Funding			
EMIS	0	5,000	(5,000)
OneNet	1,800	2,000	(200)
3213 - State Lunch Program	2,000	2,250	(250)
Subtotal State Funding	2,304,457	2,309,250	(4,793)
Federal Funding			
4220 - Restricted Federal Funding			
Federal Lunch/Breakfast Program	90,000	82,500	7,500
Title I	184,985	169,263	15,722
Title II-A	3,318	3,115	203
Title II-A	1,050	0	1,050
IDEA Part B	47,830	47,830	0
ECSE	633	583	50
Race to the Top	38,020	38,020	0
Education Jobs	37,654	34,304	3,350
Prior Years Grants	4,973	4,973	0
Subtotal Federal Funding	408,463	380,588	27,875
Other Revenues			
5100 - Transfers In	4,000	4,000	0
5300 - Refund Prior Year Expenditure	0	0	0
Subtotal Other Revenues	4,000	4,000	0
TOTAL RECEIPTS	3,165,920	3,142,963	22,957

Constellation Schools: Westpark Community Elementary
2011/2012

Revised: 17-May-2012

Payroll & Benefits

Personnel		Requested Budget	Previously Approved Budget	Budget Changes
Principal		46,983	46,983	0
Secretary		29,150	29,150	0
Secretary/Food		28,598	28,598	0
Coach		37,580	37,580	0
Teacher	1	32,158	32,158	0
Teacher	1	32,396	32,396	0
Teacher	1	29,855	29,855	0
Teacher	2	31,314	31,314	0
Teacher	2	33,027	33,027	0
Teacher	2	32,158	32,158	0
Teacher	3	30,720	30,720	0
Teacher	3	31,314	31,314	0
Teacher	3	44,013	44,013	0
Teacher	4	35,105	35,105	0
Teacher	4	31,611	31,611	0
Teacher	4	31,314	31,314	0
Teacher	K	34,750	34,750	0
Teacher	K	32,448	32,448	0
Teacher	K	33,027	33,027	0
Building Sub		29,000	29,000	0
Music		32,223	32,223	0
Phys Ed		37,046	37,046	0
Phys Ed		30,000	30,000	0
Title I		39,599	39,599	0
Title I		34,844	34,844	0
Title I		31,314	31,314	0
Title I		29,000	29,000	0
Race to the Top		3,100	3,100	0
Tutoring		10,000	10,000	0
Supplementals		2,000	2,000	0
Summer School		7,500	7,500	0
Substitutes		4,000	4,000	0
Spec Ed Teacher		36,550	36,550	0
Spec Ed Teacher		37,731	37,731	0
Spec Ed Aide		21,000	21,000	0
Spec Ed Aide		23,815	23,815	0
Spec Ed Aide		23,295	23,295	0
Spec Ed Aide		22,233	22,233	0
Spec Ed Aide		18,640	18,640	0
Food Services		9,380	18,760	9,380
Food Services		9,380	18,760	9,380
Bldg Cleaner		23,698	23,698	0
Bldg Cleaner		23,023	23,023	0
Bldg Cleaner		19,960	19,960	0
Board Members		3,375	3,375	(3,375)

Total Personnel 1,199,227 1,217,987 15,385

Benefits	377,195	397,717	20,522
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Total Benefits 377,195 397,717 20,522

SERS/STRS	14.00%	167,892	170,518	2,626
SERS Surcharge	(from prior year)	1,320	1,320	0
Medicare	1.45%	17,389	17,661	272
SUTA - \$9,000	1.60% 41	5,904	5,904	0
Ohio WC	0.39%	4,690	4,764	74
Insurance		180,000	197,550	17,550

377,195 397,717 20,522

Purchased Services	Requested Budget	Previously Approved Budget	Budget Changes
411-1100 - Foreign Language	0	0	0
411-1100 - Instrumental Education - PTCM	5,000	5,000	0
411-1100 - Physical Education	0	0	0
411-1220 - Special Education	4,250	4,250	0
411-1910 - Intervention Service	16,000	2,500	(13,500)
412-1100 - Field Trips	15,000	15,000	0
412-2140 - Psychological Services - CS 1 day	21,600	21,600	0
412-2150 - Speech Pathology - CS 1.5 days	25,250	23,775	(1,475)
412-2185 - Occupational Therapy - DT	24,000	15,050	(8,950)
412-2186 - Physical Therapy	5,250	5,250	0
412-2213 - Prof Dev	3,581	6,000	2,419
412-2213 - Prof Dev - Race to the Top	34,348	34,348	0
413-2130 - Health Services - CS 2 days	29,350	29,350	0
415-2225 - Technology Support	4,000	5,000	1,000
415-2600 - Mgmt Fees - CS	316,711	317,000	289
415-2600 - Mgmt Fees - Sponsor	34,431	34,500	69
416-2123 - Test Scoring	4,000	4,000	0
416-2421 - EMIS Fees	15,000	12,500	(2,500)
418-2450 - Accounting Fees	0	0	0
418-2540 - Payroll Service Fee	2,500	2,500	0
418-2600 - Legal Fees	5,250	1,000	(4,250)
422-2700 - Cleaning Services (Building Maint)	17,500	17,500	0
423-2225 - Computer Repairs	500	500	0
423-2421 - Equipment Maintenance - Admin	0	0	0
423-2700 - Building Repairs	42,500	45,000	2,500
423-2730 - Grounds Maintenance	10,000	12,000	2,000
423-2760 - Security	25,000	30,000	5,000
425-2700 - Rent	567,925	567,925	0
425-2700 - Building Improvements - (Lease)	0	0	0
429-2600 - Moving Expenses	0	0	0
429-2700 - Architectural Services	0	0	0
430-2213 - Travel & Meetings	1,500	2,500	1,000
430-2241 - Travel & Meetings Admin	1,000	750	(250)
440-1100 - Equipment Rentals - Classroom	31,000	28,000	(3,000)
440-2421 - Equipment Rentals - Admin	2,000	2,000	0
441-2421 - Telephone	2,500	2,750	250
443-2421 - Postage & Delivery	2,000	3,000	1,000
446-2421 - Marketing (Students & Staffing)	2,500	2,500	0
449-2225 - Website	250	250	0
451-2700 - Electric	45,000	55,000	10,000
452-2700 - Water & Sewer	5,500	3,000	(2,500)
453-2700 - Natural Gas	35,000	35,000	0
453-2700 - Natural Gas - (Credit)	(24,000)	0	24,000
461-1100 - Printing Classroom	0	0	0
461-2421 - Printing Admin	3,500	3,500	0
461-4680 - Printing Yearbook	2,000	4,500	2,500
462-3120 - Food Services	80,000	90,000	10,000
483-2890 - Transportation	0	0	0
TOTALS	1,418,696	1,444,298	25,602

Constellation Schools: Westpark Community Elementary
2011/2012

Revised: 17-May-2012

Supplies, Capital, Miscellaneous & Other

Supplies	Requested Budget	Previously Approved Budget	Budget Changes
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511-1100 - Supplies	40,000	50,000	10,000
511-1221 - Special Ed Supplies	500	800	300
511-1910 - Intervention Supplies	500	500	0
511-2212 - Testing Materials	6,500	6,500	0
512-2225 - Professional Development Supplies	325	325	0
512-2225 - Software & Supplies	6,000	5,000	(1,000)
512-2421 - Office Supplies	4,000	6,000	2,000
514-2130 - Medical Supplies	500	2,000	1,500
516-1100 - Instruction Software	15,000	15,000	0
521-1100 - Text Books	45,000	43,500	(1,500)
572-2700 - Maintenance Supplies	15,000	17,500	2,500

TOTAL SUPPLIES	133,325	147,125	13,800
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Capital

640-1100 - Furn/Equip Classroom	10,000	10,000	0
640-1100 - Furn/Equip Classroom - Technology	12,500	25,000	12,500
640-2421 - Furn/Equip Office	0	0	0
640-2700 - Building Improvements	0	0	0

TOTAL CAPITAL	22,500	35,000	12,500
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Miscellaneous

841-2421 - Dues/Subscriptions	2,000	2,000	0
843-2421 - Audit Fees	11,300	11,300	0
848-2421 - Bank Service Fees	0	0	0
851-2421 - Liability & Property Insurance	8,500	5,750	(2,750)
853-2421 - Fidelity Bond Insurance	0	0	0
859-2421 - Director/Officer Insurance	3,750	3,250	(500)
891-1100 - Fundraising Expense	12,000	5,000	(7,000)
899-2421 - Other Admin	7,500	20,000	12,500
899-2700 - Other Building	625	500	(125)
899-2700 - Real Estate Taxes	0	0	0

TOTAL MISCELLANEOUS	45,675	47,800	2,125
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Other Uses of Funds

911-7200 - Transfers Out	4,000	4,000	0
930-7500 - Prior Year Return	0	0	0
941-7990 - Investment in Other Schools	317,922	317,922	0

TOTAL OTHER USES OF FUNDS	321,922	321,922	0
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Constellation Schools: Westpark Community Elementary
2012 Budget Assumptions
17-May-12

- ❖ **Enrollment** – 300 of a potential 330 students.
- ❖ **Local Funding** – Based on historical patterns. Materials fees is calculated at 70% collections. Services - Other Schools includes reimbursement for staff shared with other schools. Rent includes collection from Westpark Middle for shared space.
- ❖ **State Funding** - Fiscal Year 2012 is based on the May 2012 Foundation Settlement with the Ohio Department of Education. State grants are based on historical patterns.
- ❖ **Federal Funding** – Revenues are based on 2012 CCIP allocations plus 2011 rollovers as of May 2012. Food services reimbursements are estimated based on prior years experience. Includes unused Education Jobs funding and the 2012 allocation for Race to the Top funding. Assumes all federal funds will be collected and expended in the current year.
- ❖ **Salaries** – Staff are identified for filled positions with their contracted salaries. Open positions are budgeted at an amount to allow flexibility based on the experience of the new hire. Special Education and Title I staff are based on anticipated student needs and available funding.
- ❖ **Benefits** – Calculated using tax rates and health insurances as of May 2012.
- ❖ **Purchased Services** – Based on historical patterns and anticipated needs. Includes actual contracts or anticipated contracts where applicable (student services, management fees, grounds maintenance, etc.).
- ❖ **Supplies** – Based on actual orders, historical patterns and anticipated needs. Text book orders were approved in June 2011.
- ❖ **Capital Outlay** – Based on actual orders, historical patterns and anticipated needs.
- ❖ **Miscellaneous** – Based on actual orders, historical patterns and anticipated needs.
- ❖ **Other Uses** – Based on actual orders, historical patterns and anticipated needs.

ATTACHMENT 10.1
Insurance Binders, Declaration Sheets



CERTIFICATE OF LIABILITY INSURANCE

CONST-1

OP ID: CY

DATE (MM/DD/YYYY)

01/10/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The O'Neill Group 111 High Street Wadsworth, OH 44281 Tom Van Auker, CPCU, ARM, CIC	330-334-1561 330-336-5697	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Ohio Casualty Insurance	22659
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Constellation Schools, LLC
Gerald Preseren
5730 Broadview Rd.
Parma, OH 44134

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CBP8327881	11/08/11	11/08/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA8328191	11/08/11	11/08/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CU8332425	11/08/11	11/08/12	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	CBP8327881	11/08/11	11/08/12	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property Section		CBP8327881	11/08/11	11/08/12	Blanket B & BPP 77,959,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Educational Service Center of Lake Erie West is additional insured regarding Constellation Schools: Elyria Community Elementary, 300 North Abbe Road, Elyria, Ohio 44035
School Leaders E&O - GL8326086 11/08/11 - 11/08/12 \$3,000,000 Limit

CERTIFICATE HOLDER

CANCELLATION

EDUC-01

The Educational Service Center
of Lake Erie West
2275 Collinwood Blvd.
Toledo, OH 43620

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick O'Neill

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NEWAL

forming a part of

Policy Number: CBP 8327881	
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	
Named Insured: CONSTELLATION SCHOOLS LLC; CONSTELLATION SCHOOLS REAL REFER TO NAMED INSURED SCHEDULE	Agent: THE O'NEILL GROUP Agent Code: 0020088 Agent Phone: (330)-334-1561

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (continued)

EMIUM

Class Code	Classification Description		Rates		Advance Premium				
			Premium Base	Territory Code	Prods/ Comp Ops	All Other	Prods/ Comp Ops	All Other	
218	BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING-MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) -NOT-FOR-PROFIT ONLY PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT								
	18,231	001	INCL	\$	58.075	INCL	\$	1,059	
	AREA PER 1000 SQ FT								
LOCATION 019									
473	SCHOOLS-PUBLIC-HIGH PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT								
	990	001	INCL	\$	9.601	INCL	\$	9,505	
	EACH STUDENT								
Audit Period:				Total Advance Premium			INCLUDED		

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
17	- 1198 COMMON POLICY CONDITIONS
7-20	- 1202 SCHOOL AMENDATORY ENDORSEMENT

NEWAL



EFFECTIVE DATE: 11/08/2011

Policy Number: CBP 8327881

Prior Policy: 8327881

Billing Type: DIRECT BILL

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

Named Insured and Mailing Address:

CONSTELLATION SCHOOLS LLC;
CONSTELLATION SCHOOLS REAL
C/O THE ONEILL GROUP
111 HIGH STREET
WADSWORTH OH 44281
REFER TO NAMED INSURED SCHEDULE

Agent:

THE O'NEILL GROUP
PO BOX 440
WADSWORTH OH 44282-0440

Agent Code: 0020088

Agent Phone: (330)-334-1561

COMMON POLICY DECLARATIONS

Return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

POLICY PERIOD: From : 11/08/2011 To: 11/08/2012 at 12:01 AM Standard Time at your mailing address shown above.

FORM OF BUSINESS: SCHOOL

BUSINESS DESCRIPTION: SCHOOL

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

	PREMIUM
Commercial Property Coverage Part	\$ 36,632.00
Equipment Breakdown Coverage Part	INCLUDED
Commercial Crime Coverage Part	\$ 1,031.00
Commercial Inland Marine Coverage Part	\$ 10,463.00
Commercial General Liability Coverage Part	INCLUDED
Employee Benefits Liability Coverage Part	INCLUDED
Employers Stop Gap Liability Coverage Part	INCLUDED
Sexual Misconduct and Molestation Liability Coverage Part	INCLUDED
Total Premium for all Liability Coverage Parts	\$ 44,149.00
Terrorism Risk Insurance Act of 2002 and 2005 Coverage	\$ 1,901.00
Total Policy Premium	\$ 92,275.00

COMMON POLICY DECLARATIONS (continued)

IEWAL



ming a part of

Policy Number: CBP 8327881

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

Named Insured:

CONSTELLATION SCHOOLS LLC;
CONSTELLATION SCHOOLS REAL
REFER TO NAMED INSURED SCHEDULE

Agent:

THE O'NEILL GROUP

Agent Code: 0020088

Agent Phone: (330)-334-1561

NAMED INSURED SCHEDULE

t Named Insured:

ne/Address

Form of Business: SCHOOL

CONSTELLATION SCHOOLS LLC; CONSTELLATION SCHOOLS REAL
STATE HOLDING CO LLC
THE ONEILL GROUP
HIGH STREET
DOWNSWORTH OH 44281

Date Issued: 11/22/2011

forming a part of.

Policy Number: CBP 8327881

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

Named Insured:

CONSTELLATION SCHOOLS LLC;
CONSTELLATION SCHOOLS REAL
REFER TO NAMED INSURED SCHEDULE

Agent:

THE O'NEILL GROUP

Agent Code: 0020088

Agent Phone: (330)-334-1561

TOTAL ADVANCE PREMIUM FOR ALL LIABILITY COVERAGE PARTS

\$ 43,662.00

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

LIMITS OF INSURANCE

Each Occurrence Limit	\$ 1,000,000
Damage To Premises Rented To You Limit	\$ 300,000 Any One Premises
Medical Expense Limit	\$ 15,000 Any One Person
Personal and Advertising Injury Limit	\$ 1,000,000 Any One Person or Organization
General Aggregate Limit (Other Than Products/Completed Operations)	\$ 2,000,000
Products/Completed Operations Aggregate Limit	\$ 2,000,000

LOCATION OF PREMISES

Location Number	Address of All Premises You Own, Rent or Occupy
001	4430 STATE ROAD CLEVELAND OH 44109
002	7667 DAY DRIVE PARMA OH 44129
003	5983 WEST 54TH STREET CLEVELAND OH 44129
004	16210 LORAIN AVENUE CLEVELAND OH 44111
005	300 NORTH ABBE ROAD ELYRIA OH 44035

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (continued)

LOCATION OF PREMISES

Location Number	Address of All Premises You Own, Rent or Occupy
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006	455 PARK AVENUE WEST MANSFIELD OH 44035
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007	307 WEST 7TH ST LORAIN OH 44052
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008	201 WEST ERIE AVENUE LORAIN OH 44052
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009	15204 PURITAS AVENUE CLEVELAND OH 44135
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010	2015 95TH ST & MADISON AVENUE CLEVELAND OH 44102
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011	3200 WEST 65TH ST CLEVELAND OH 44102
-----	---

012	9772 DIAGONAL ROAD MANTUA OH 44255
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013	215 NORTH TRIMBLE ROAD MANSFIELD OH 44035
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015	3727 BOSWORTH RD 10812 ADELINE AVE CLEVELAND OH 44111
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016	1644 SNOW ROAD PARMA OH 44139
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018	3210-3212 W 65TH ST CLEVELAND OH 44102
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JEWAL

ming a part of

Policy Number: CBP 8327881	
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	
Named Insured: CONSTELLATION SCHOOLS LLC; CONSTELLATION SCHOOLS REAL REFER TO NAMED INSURED SCHEDULE	Agent: THE O'NEILL GROUP Agent Code: 0020088 Agent Phone: (330)-334-1561

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (continued)

CATION OF PREMISES

Location Number	Address of All Premises You Own, Rent or Occupy
019	716 EAST 156TH ST CLEVELAND OH 44132
020	6804 LANSING AVE CLEVELAND OH 44035
021	336 S LOGAN ST ELYRIA OH 44035
022	1110 WEST 4TH ST LORAIN OH 44052

PREMIUM

Class Code	Classification Description		Rates		Advance Premium	
			Premium Base	Prods/Comp Ops	All Other	Prods/Comp Ops
4						
555	SCHOOL AMENDATORY ENDORSEMENT					
	FLAT CHARGE					
						\$ 549

JEWAL

EFFECTIVE DATE: 11/08/2011

Policy Number: CU 8332425

Prior Policy: 8332425

Billing Type: DIRECT BILL

Coverage Is Provided In The THE MIDWESTERN INDEMNITY COMPANY

Named Insured and Mailing Address:

CONSTELLATION SCHOOLS LLC;
CONSTELLATION SCHOOLS REAL
C/O THE ONEILL GROUP
111 HIGH STREET
WADSWORTH OH 44281
REFER TO NAMED INSURED SCHEDULE

Agent:

THE O'NEILL GROUP
PO BOX 440
WADSWORTH OH 44282-0440

Agent Code: 0020088

Agent Phone: (330)-334-1561

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS

LIMITS OF INSURANCE

Each Occurrence Limit	\$ 9,000,000	Any One Occurrence or Offense Subject To The General Aggregate and Products/Completed Operations Aggregate Limits
Aggregate Limits	\$ 9,000,000	General Aggregate Limit
	\$ 9,000,000	Products/Completed Operations Aggregate Limit

SELF INSURED RETENTION

Self Insured Retention	\$ 10,000	Any One Occurrence Or Offense
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UNDERLYING INSURANCE – Refer to Schedule of Underlying Insurance

PREMIUM

Total Premium	\$ 8,928
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FORMS AND ENDORSEMENTS

Forms and Endorsements made a part of this policy:

Form Number	Description
-116 - 0204	OHIO CHANGES
-118 - 0204	SCHOOL AMENDATORY ENDORSEMENT
-148 - 0108	SCHEDULE OF UNDERLYING INSURANCE
-155 - 0204	QUICK REFERENCE COMMERCIAL UMBRELLA LIAB COV PART
-157 - 0204	SEXUAL MISCONDUCT & MOLESTATION LIABILITY EXCLUSION
-160 - 0204	SCHOOL LEADERS ERRORS & OMISSIONS LIABILITY EXCL
-163 - 0204	EXCLUSION-YEAR 2000 COMPUTER-RELATED
-175 - 0204	EXCLUSION-LAW ENFORCEMENT PROFESSIONAL LIABILITY
-186 - 0204	EXCLUSION - FUNGI OR BACTERIA
-200 - 0108	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
-210 - 0204	COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
-226 - 0204	EXCLUSION - DESIGNATED ONGOING OPERATIONS
-242 - 0204	NUCLEAR ENERGY LIABILITY EXCLUSION
-249 - 0204	EXCLUSION - SILICA
-257 - 0305	EXCLUSION - VIOLATION OF STATUTES
- } - 0204	AUTO LIABILITY - FOLLOW FORM
-74 - 0204	CROSS CLAIMS OR SUITS EXCLUSION

ming a part of

Policy Number: CU 8332425

Coverage Is Provided In THE MIDWESTERN INDEMNITY COMPANY

Named Insured:

 CONSTELLATION SCHOOLS LLC;
 CONSTELLATION SCHOOLS REAL
 REFER TO NAMED INSURED SCHEDULE

Agent:

THE O'NEILL GROUP

Agent Code: 0020088

Agent Phone: (330)-334-1561

SCHEDULE OF UNDERLYING INSURANCE

Line of Insurance	Policy Number	Policy Period	Insurer
Commercial General Liability	CBP 8327881	11/08/2011 - 11/08/2012	NETHERLANDS INSURANCE COMPANY
	Limits of Liability:		
	Each Occurrence:		\$ 1,000,000
	Personal and Advertising Injury:		\$ 1,000,000
	General Aggregate:		\$ 2,000,000
	Products/Completed Operations Aggregate:		\$ 2,000,000

Line of Insurance	Policy Number	Policy Period	Insurer
Auto Liability	BA 8328191	11/08/2011 - 11/08/2012	PEERLESS INSURANCE COMPANY
	Limits of Liability:		
	Each Accident:		\$ 1,000,000

Line of Insurance	Policy Number	Policy Period	Insurer
EMPLOYERS STOP GAP LIABILITY	CBP 8327881	11/08/2011 - 11/08/2012	NETHERLANDS INSURANCE COMPANY
	Limits of Liability:		
	BI EACH ACCIDENT		1,000,000
	BI BY DISEASE POLICY LIMIT		1,000,000
	BI BY DISEASE EACH EMPLOYEE		1,000,000
	AGGREGATE		2,000,000

Date Issued: 11/22/2011

NEWAL



forming a part of

Policy Number: CU 8332425

Coverage Is Provided In THE MIDWESTERN INDEMNITY COMPANY

Named Insured:

CONSTELLATION SCHOOLS LLC;
CONSTELLATION SCHOOLS REAL
REFER TO NAMED INSURED SCHEDULE

Agent:

THE O'NEILL GROUP

Agent Code: 0020088

Agent Phone: (330)-334-1561

NAMED INSURED SCHEDULE

Named Insured:

Name/Address

Form of Business: SCHOOL

CONSTELLATION SCHOOLS LLC; CONSTELLATION SCHOOLS REAL
STATE HOLDING CO LLC
THE ONEILL GROUP
HIGH STREET
DOWNSWORTH OH 44281

Date Issued: 11/22/2011

RENEWAL

EFFECTIVE DATE: 11/08/2011

Policy Number: GL 8327185	Prior Policy: 8327185
Billing Type: DIRECT BILL	
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	
Named Insured and Mailing Address: CONSTELLATION SCHOOLS LLC: WESTPARK COMMUNITY ELEMENTARY C/O THE ONEILL GROUP 111 HIGH STREET WADSWORTH OH 44281 REFER TO NAMED INSURED SCHEDULE	Agent: THE O'NEILL GROUP PO BOX 440 WADSWORTH OH 44282-0440 Agent Code: 0020088 Agent Phone: (330)-334-1561

COMMON POLICY DECLARATIONS

In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

POLICY PERIOD: From : 11/08/2011 To: 11/08/2012 at 12:01 AM Standard Time at your mailing address shown above.

FORM OF BUSINESS: SCHOOL

BUSINESS DESCRIPTION: SCHOOL

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

	PREMIUM
School Leaders Errors and Omissions Liability Coverage Part	INCLUDED
Total Premium for all Liability Coverage Parts	\$ 7,628.00
Terrorism Risk Insurance Act of 2002 and 2005 Coverage	\$ 0.00
Total Policy Premium	\$ 7,628.00

FORMS AND ENDORSEMENTS

Forms and Endorsements made a part of this policy at time of issue:

Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations

Form Number	Description
17-169	- 0399 EXCL YR 2000 COMPUTER-RELATED/ELECTRONIC PROBLEMS
17-357	- 0108 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
17-366	- 1202 WAR LIABILITY EXCLUSION
IL0003	- 0907 CALCULATION OF PREMIUM
IL 7	- 1198 COMMON POLICY CONDITIONS
IL0021	- 0504 NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

17-57 (01/08)

INSURED COPY

Forming a part of

Policy Number: GL 8327185

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

Named Insured:

 CONSTELLATION SCHOOLS LLC:
 WESTPARK COMMUNITY ELEMENTARY
 REFER TO NAMED INSURED SCHEDULE

Agent:

THE O'NEILL GROUP

Agent Code: 0020088

Agent Phone: (330)-334-1561

SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART DECLARATIONS

THIS IS A CLAIMS MADE COVERAGE. READ YOUR COVERAGE FORM CAREFULLY.

LIMITS OF INSURANCE

Each Wrongful Act Limit	\$ 3,000,000
Aggregate Limit	\$ 3,000,000
Aggregate Defense Expense Amount- Non-Monetary Relief	\$ 100,000

DEDUCTIBLE

Amount	Basis of Deductible
\$ 5,000	One "Wrongful Act"

RETROACTIVE DATE

This insurance does not apply to "wrongful acts" committed before the Retroactive Date, if any, shown here: 08/08/2007
 (Enter Date or "None" if no Retroactive Date applies)

PREMIUM

Class Code Classification Description

Premium Base

Advance Premium

OH

75333 ELEMENTARY AND SECONDARY SCHOOLS - PUBLIC

499

INCLUDED

 TOTAL
 STUDENT
 ENROLLMENT

Minimum Premium: 1,750

Total Advance Premium

\$ 7,628

Audit Period:

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
17-179 - 0798	AMENDMENT OF OTHER INSURANCE CONDITION

22-33 (01/08)

INSURED COPY

RENEWAL



Forming a part of

Policy Number: GL 8327185	
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	
Named Insured: CONSTELLATION SCHOOLS LLC: WESTPARK COMMUNITY ELEMENTARY REFER TO NAMED INSURED SCHEDULE	Agent: THE O'NEILL GROUP Agent Code: 0020088 Agent Phone: (330)-334-1561

NAMED INSURED SCHEDULE

First Named Insured:

Name/Address	Form of Business: SCHOOL
CONSTELLATION SCHOOLS LLC: WESTPARK COMMUNITY ELEMENTARY	
WESTPARK COMMUNITY MIDDLE	
C/O THE ONEILL GROUP	
111 HIGH STREET	
WADSWORTH OH 44281	

Date Issued: 11/22/2011

ATTACHMENT 11.19
Board Resolutions Approving Contract

Constellation Schools: Westpark Community Elementary RESOLUTION

At a meeting of the Board of Directors of **Constellation Schools: Westpark Community Elementary** held March 15, 2012, a quorum being present, the following resolution was duly enacted:

WHEREAS, Constellation Schools: Westpark Community Elementary has operated within the Cleveland Metropolitan School District since the 2001-2002 school year and is operating under a community school contract with the **ESC of Lake Erie West, AND**

WHEREAS, Constellation Schools: Westpark Community Elementary's community school contract is scheduled to terminate on June 30, 2012, **AND**

WHEREAS, the Board of the ESC of Lake Erie West has approved a new 10 year contract with **Constellation Schools: Westpark Community Elementary** and has submitted said contract to **Constellation Schools: Westpark Community Elementary** for consideration, **AND**

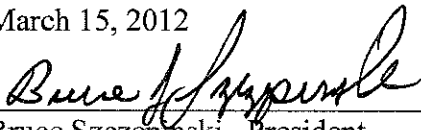
WHEREAS, the Board of Constellation Schools: Westpark Community Elementary is satisfied with the terms and conditions of the contract, **NOW THEREFORE**

BE IT RESOLVED, that the Board of Directors of **Constellation Schools: Westpark Community Elementary** does hereby accept the terms and conditions of the community school contract as submitted by **the ESC of Lake Erie West** and does authorize Mr. Bruce Szczepinski, President of the Board to execute said contract, **AND FURTHER**

BE IT RESOLVED, that The Board of Directors of **Constellation Schools: Westpark Community Elementary** authorizes **Mr. Gerald Preseren, Executive Director of Constellation Schools LLC**, to assemble and submit, in a timely manner, all necessary contract documents to the **ESC of Lake Erie West**.

Adopted,

March 15, 2012



Bruce Szczepinski, President

Constellation Schools: Westpark Community Elementary