

**MODIFICATION NO. 16**  
**TO OHIO COMMUNITY SCHOOL CONTRACT**  
**BY and BETWEEN**  
**Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)**  
**AND**  
**Constellation Schools: Westpark Community Elementary (“Governing Authority” or**  
**“School”)**

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

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

**NOW THEREFORE**, the parties modify the Contract as follows:

**1. Article IV, Section 4.1.**

- a. In the first sentence of the section insert “3313.753,” “3319.614,” and “3320.04.” in the appropriate numerical order.
- b. In the first sentence of the section delete “3313.6015.”
- c. Delete “including division (E) of that section to the extent possible” from the third paragraph.
- d. In the final paragraph remove “(A)(4)(b)” and replace with “(B)(2).”
- e. The rest of Section 4.1 remains as originally written in the Contract.

**2. Article IV, Section 4.3.** Insert the following new sentences at the end of the section:

The School shall also require in-service training on child sexual abuse, which shall be presented by either a prosecutor or law enforcement officer who has experience in handling cases involving child sexual abuse or child sexual violence. The School shall require training in the use of an automated external defibrillator (“AED”) and cardiopulmonary resuscitation (“CPR”) by all teachers, principals, administrative employees, coaches, athletic trainers, any other person that supervises interscholastic athletics, and any other employee subject to in-service training requirements. AED and CPR training shall be incorporated into in-service training.

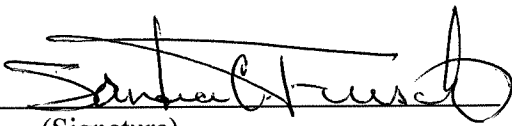
The rest of Section 4.3 remains as originally written in the Contract.

**3. Article IX, Section 11.15.** Insert “and receive prior approval of” after the word “notify”. The rest of Section 11.15 remains as originally written in the Contract.

4. **Attachment 3.2** shall be replaced in its entirety with the attached.
5. **Attachment 6.3** shall be replaced in its entirety with the attached.
6. **Attachment 6.12** shall be replaced in its entirety with the attached.
7. **Attachment 6.13** shall be replaced in its entirety with the attached.
8. **Attachment 9.5** shall be replaced in its entirety with the attached.
9. **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**

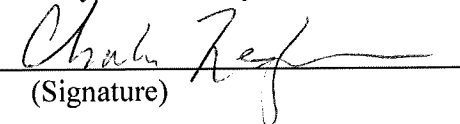
By:   
(Signature)

Its: Superintendent

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

Date: 9-13-2025

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

By:   
(Signature)

Its: President

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

Date: 11/21/2024

## **ATTACHMENT 3.2**

### **MANAGEMENT BY THIRD PARTY OPERATOR**

#### 1. Copy of Fully Executed Operator Contract

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

Under R.C. 3314.032(A), operator contracts must include the following:

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

## AMENDED AND RESTATED MANAGEMENT AGREEMENT

This Agreement, made this 21th day of November, 2024 by and between Accel Constellation Holdings LLC (hereinafter referred to as “CS”) and Constellation Schools: Westpark Community Elementary (hereinafter referred to as “School”) (together, the “Parties”) amends and revises the previously executed agreement and is for the purpose of setting forth the management and administration arrangement agreed to by the Parties with respect to the operation of the School.

WHEREAS, the School has entered into a contract with Educational Service Center of Lake Erie West (“Sponsor”) for the Purpose of operating a community school; and

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

NOW, THEREFORE, the parties agree as follows:

1. CONTRACT TERM AND EARLY TERMINATION. This Agreement effective on the date stated above, shall be for a term that runs concurrently with the current term of the existing sponsor contract and any extension thereof. Subject to the School being a party to a valid sponsorship agreement with an Ohio sponsor, this Agreement shall automatically renew for additional one (4) year term unless either party notifies the other in writing of its intention to renegotiate or terminate the Agreement at least one hundred and eighty (180) days prior to the expiration of the current term. Either party may terminate or not renew this Agreement for material breach of the terms of this Agreement by prior written notice to the other, which must be received by the other party by January 10 of the year of termination or non-renewal, which shall be effective on June 30 of that year. Such notice shall detail all alleged material breaches of this Agreement justifying termination or non-renewal. The other party shall have thirty (30) day period to cure the reasons for termination. If the terminating or non-renewing party does not accept the cure provided, the Parties shall proceed to dispute resolution (as defined in Paragraph 15 below).

2. SERVICES. CS will provide business, financial, and other management services to the School during the term of this Agreement. Services to be provided by CS include:

- a. CS will provide Superintendent, Treasurer, and Business Management Services;
- b. Facilities management, including the coordination of all facility repairs and maintenances, cleaning services, grounds maintenance, proposed alterations, plans for future development, security planning and coordination of related contractor services;
- c. Marketing and media relations;
- d. Human Resources services, including recruitment of personnel, interviewing candidates, updating and revising position descriptions, preparing employment contracts, and conducting BCI/ FBI criminal background checks;

- e. Centralized purchasing and inventory control;
- f. EMIS reporting assistance;
- g. Financial services, financial reporting and record-keeping, bookkeeping services, preparation of financial statements, monitoring banking relationships, obtaining annual tax return filings, obtaining annual audits, preparation and monitoring of budgets, developing and maintaining fiscal models consistent with an internal audit function, maintaining financial accounting policies and procedures, and any statutory duties set forth in the Ohio Revised Code;
- h. Educational Services, including Curriculum Development evaluation and review, evaluation of student assessments and accountability systems, coordination of standardized testing, updating and revising policies and procedures, establishment of conflict resolution plan, coordination of consolidated local plan, development and maintenance of a viable technology plan, gifted plan, and special education plan, coordination of summer school and before/afterschool programs, and assisting with the breakfast and lunch program;
- i. Coordination of Professional and Staff Development, including the development and monitoring of teacher certification requirements and coordination of Local Professional Development Committee and Resident Educator program (does not include teacher mentoring and coaching).

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

3. PERSONAL PROPERTY. All personal property of the School, including equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices, shall be listed in Exhibit A. Exhibit A shall indicate whether each item is owned by the School or by CS. Any personal property purchased by CS after February 1, 2016 with state funds paid to CS by the School as payment for services rendered for use in the operation of the School shall be the property of the School.

4. REAL PROPERTY. Any facility owned by CS or the School shall be detailed in Exhibit B, which will include a description of the ownership of the property and, if CS leases the property to the School, an addendum to the lease demonstrating that an independent professional in the real estate field has verified that, at the time the lease was agreed to, the lease was commercially reasonable. In the event that this Agreement is terminated, title to the real property shall be retained by whichever party holds the deed.

5. MANAGEMENT FEE. The School agrees to pay for the above services during the term, and any renewal thereof, a fixed fee equal to Five Hundred Thousand and 00/100

Dollars (\$500,000.00) (the "Fixed Fee") plus a sum equal to 6.25% of the current fiscal year total amount of payments for operating expenses that the school receives from the state ("Foundation Payment") received by the School, as reported in the Monthly Community School Foundation Report (the "Percent Fee") (collectively, the "Total Fee"). Notwithstanding anything to the contrary in this Agreement, the Fixed Fee shall in no event be less than fifty percent (50%) of the Total Fee and the Percent Fee shall be capped, if necessary, by an amount sufficient to meet this requirement. The Total Fee shall be due and owed at the beginning of the term or any renewal thereof, as applicable. CS may draw upon the annual obligation periodically. In addition to the Total Fee, the School shall reimburse CS for all out-of-pocket expenses that it may incur in carrying out the above listed activities.

6. INTENTIONALLY LEFT BLANK.

7. SECURITY DEPOSIT. The School has paid to CS a refundable security deposit in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00). The Security deposit shall be used to secure payment of any outstanding obligations upon termination of the Agreement.

8. REPORTS. CS will provide the School with reports, information, and documentation that the School deems necessary, and CS deems to be reasonable.

9. SERVICE PROVIDERS. CS will use its best efforts to locate service providers (i.e. independent contractors) necessary to carry out this Agreement, and in so doing CS shall comply with all state and federal laws relating to or governing the engagement and assignment of such providers. Non-licensed/certificated personnel will be appropriately supervised.

10. INDEMNIFICATION. CS agrees to indemnify, defend and hold harmless the School from any loss, cost, expense, obligation, liability, fee, (including, but not limited to reasonable attorney fees) or other expenditures incurred by the School due to any claims, actions or lawsuits brought against the School as a result of (i) the performance of CS, its employees, agents, subcontractors, representatives and assigns (collectively, "CS's agents") pursuant to the terms of this Agreement; (ii) the negligence, recklessness or intentional misconduct of CS or CS's agents; or (iii) any breach of this agreement by CS or CS's agents. Likewise, the School agrees to indemnify, defend and hold harmless CS from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by the CS as a due to any claims, actions or lawsuits brought against CS as a result of (i) the performance of the School, its employees, agents, subcontractors, representatives and assigns (collectively, the "School's agents") pursuant to this Agreement; (ii) the negligence, recklessness or intentional misconduct of the School or the School's agents; or (iii) any breach of this Agreement by the School or the School's agents.

CS shall indemnify the School for financial losses up to the amount of the management fee specified in Section 5 herein in the event such losses occur as a direct result of the existence of a business or familial relationship between the governing authority of the School or any of its officers or employees and CS or any of CS' officers or employees, unless such position with the governing authority or the business relationship is created pursuant to the operating agreement itself.

11. ADDITIONAL SERVICES. Nothing herein prevents the School from contracting with CS for certain additional support services at rates negotiated between CS and the School on a fee for service basis, so long as such services are not part of the services performed under this Agreement.

12. EMPLOYMENT OF CS EMPLOYEES. The School shall not offer employment to any CS employee assigned to the School during the current academic year without the express written consent of CS. The School shall not employ or contract with any CS employee for a period of two (2) years after such person leaves CS, for any reason, without the written consent of CS.

13. NONDISCRIMINATION. Neither party to this Agreement will discriminate against any person on the basis of race, color, religion, disability, national origin, age, or sex.

14. SUCCESSION. This Agreement shall inure to the benefit of CS and the School, and their respective successors, and permitted assigns. CS may assign this Agreement at its discretion and the School may assign this Agreement with the prior written consent of CS.

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

- a. If School or its representative makes a reasonable determination that one or more terms of this Agreement threaten either (i) School's status as an organization described in Internal Revenue Code Section 501(c)(3) and exempt from federal income tax under Code Section 501(a); (ii) School's sponsorship contract; or (iii) compliance by this Agreement with the safe harbor conditions under which a management contract does not result in private business of property financed with tax exempt bonds under Section 141(b) of the Internal Revenue Code as set forth in IRS Rev. Proc. 2017-13 or any successor federal guidance, then the parties agree to renegotiate the problematic terms of this Agreement. If agreeable renegotiated terms cannot be reached within thirty (30) days of School providing CS with notice and an explanation of its determination pursuant to this Section, then either party may terminate this Agreement without breach.
- b. It is the intention of the parties for this Agreement to comply with the management contract guidelines set forth in IRS Rev. Proc. 2017-13. CS agrees that it will not take any tax position that is inconsistent with being a service provider to School with respect to the Services described in this Agreement. Without limiting the foregoing, CS agrees it will not claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to any of School's property. School shall approve (i) the annual budget for the property to be used or managed by CS (the "Managed Property"), (ii) capital expenditures with respect to the Managed Property and (iii) each disposition of property that is part of the Managed Property. Both parties acknowledge that CS does not have any role or relationship with School

that, in effect, substantially limits School's ability to exercise its rights under this Agreement.

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

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

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

19. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and contract between the Parties. All prior representations or agreements that are not explicitly contained herein are null and void and of no effect. This Agreement may only be modified in a writing executed by each party hereto.

[Signatures on following page]



ACCEL CONSTELLATION HOLDINGS, LLC

By: Signed by:  
Ronald J. Packard  
206489E0F900481...

Its: CEO and founder

Date: 12/4/2024

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

By: Chad Leaf

Its: BOARD PRESIDENT

Date: 11/21/2024

## **EXHIBIT A**

### **PERSONAL PROPERTY**

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

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

## **EXHIBIT B**

### **SCHOOL FACILITY REAL PROPERTY**

All real property which the School operates out of is owned 100% by the School. A copy of the deed is available for review at the management company offices or at the Cuyahoga County Recorder's office.

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

## **ATTACHMENT 6.3 EDUCATIONAL PLAN**

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

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

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

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

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

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

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

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

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

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

## **Constellation Schools: Westpark Community Elementary**

### **6.3 Educational Plan**

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

Constellation Schools: Westpark Community Elementary will maintain high student learning expectations and employ highly qualified teachers 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 lifelong 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 and welcome 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.

**The Governing Authority Does Not intend to seek designation for the School as a STEM School under R.C. 3326.032.**

## **Characteristics of the Students**

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

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

## **Grades and Ages**

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

## **Description of Curriculum**

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

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

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

Technology and computers play a significant part in the lives of children today, therefore,

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

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

**ELA** – Constellation Schools: Westpark Community Elementary has adopted McGraw Hill Wonders for Tier 1 instruction in grades K-5. Heggerty will be used in grades K-2 for phonics and phonemic awareness. Wonders intervention kits for grades K to 5 will be used for Tier 2 and Tier 3 intervention and remediation. Grades 6-8 will use McGraw Hill Study Sync.

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

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

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

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

#### **Research-based Intervention Curriculum:**

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

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

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



disability when applicable.

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

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

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

### **Instructional Delivery Methods**

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

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

### **Educational Program for Each Grade Served**

Constellation Schools: Westpark Community Elementary has a curriculum map for all subject

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

### **Evidence/Research of Viability of Curriculum**

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

## **Classroom Based and Non-Classroom Based**

### **Classroom Based**

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

### **Formats**

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

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

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

### **Non-classroom Based**

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

instructional strategies that includes technology.

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

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

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

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

Internet or Independent Study is not applicable at this time.

## **Curriculum and Instruction**

### **Alignment to all of Ohio's Learning Standards**

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

### **Scope of Curriculum**

ELA – Constellation Schools: Westpark Community Elementary has adopted McGraw Hill Wonders for instruction in grades K to 5, and McGraw Hill Study Sync for grades 6-8.

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

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

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

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

In addition, Constellation Schools: Westpark Community Elementary will integrate Character Education throughout its curriculum. The school's character education component is constantly monitored, evaluated and upgraded to ensure students are exposed to the most comprehensive

program possible. Copies of the most current character education materials are available at the school or upon request.

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

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

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

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

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

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

<b>Reading/ELA</b>	<p>McGraw Hill Wonders grades K-5 and Study Sync grades 6-8</p> <p>Newsela grades 3-8</p> <p>Grades 5-8 use Literature Trade Books as well</p> <p>Heggerty grades K-2</p>	<p>The McGraw Hill Wonders for grades K-5 IXL for grades K-8; McGraw Hill Study Sync Intervention Kits grades 6-8 Reading A-Z, Foundations A-Z Raz Plus, IXL, are computer-based intervention programs</p>	<p>Reading A-Z, Foundations A-Z, Raz Plus, IXL, are computer-based intervention programs</p>
<b>Math</b>	<p>McGraw Hill My Math Series grades K-4</p>	<p>IXL, are computer-based interventions programs</p>	<p>IXL, are computer-based interventions programs</p>
<b>Science</b>	<p>Savvas Interactive Science</p>	<p>Savvas Interactive Science Intervention Program</p>	<p>Savvas Interactive Science Intervention Program</p>

<b>Social Studies</b>	Savvas My World Interactive	Savvas My World Interactive Intervention Practices Grades K-4	Savvas My World Interactive Intervention Practices Grades K-4
<b>Behavior Management</b>	Westpark Community Elementary PBIS Plan	Westpark Community Elementary PBIS Plan	Westpark Community Elementary PBIS Plan

## **ATTACHMENT 6.12**

### **ADMISSIONS POLICY**

1. Admissions and enrollment policy and procedures, including:
  - a. Specification that the school will not discriminate in its admission of students on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability, or measurement of achievement or aptitude (unless at-risk limitations apply)
  - b. Specification that the School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3314.64 or 3313.65, except that the School may limit to:
    - i. Students who have obtained a specific grade level or are within a specific age group,
    - ii. Students who meet the definition of “at risk,” or
    - iii. Residents of a specific geographic area
  - c. Wait list and lottery procedures
2. Enrollment and attendance policy, which must require that parents notify the community school in which their child is enrolled when there is a change in the parent’s or student’s primary residence
3. Student residency and address verification policy, which must requires schools to verify the address of enrolling students and annually verify the residency of attending students, and must specify the number and type of documents to be used for residency verification
4. Open Enrollment Policy, if applicable
5. At-Risk Definitions, including gifted, if applicable

**NOTE:** Any change in the admissions or enrollment policies must be reported in writing to the Sponsor within five (5) business days.



# Constellation Schools

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## 4.1150 Enrollment and Residency Policy

Constellation Schools: Westpark Community Elementary admits students residing in the home district of Cleveland Metropolitan School District, and (\_\_\_) contiguous districts, **OR**, **(X)** statewide (“admissions areas”). The School serves grades K-4 and or ages 5-10 as per its Community School contract with its Sponsor.

A child shall be admitted to the School as a student, if the child’s parent resides in the School’s admission areas. Residency is not determined solely by where the parents own or rent a home or an apartment, but rather by where the primary residence is and where substantial family activities take place. Any one (1) of the following documents can be used to establish proof of residency for verification of a child’s ability to be enrolled. These items must be current, be in the parent’s name, and include a street address. A post office box address cannot be used to validate residency records:

- a. A deed, mortgage, lease, current home owner’s or renter’s insurance declaration page, or current real property tax bill; or
- b. A utility bill or receipt of utility installation issued within ninety days of enrollment; or
- c. A paycheck or paystub issued to the parent or student within ninety days of enrollment that includes the address of the parent’s or student’s primary residence; or
- d. The most current available bank statement issued to the parent or student that includes the address of the parent’s or student’s primary residence; or
- e. Documented affirmation of the parent’s address from the district of residence where the parent currently resides; or
- f. Notarized affirmation of current address from parent or student if over age 18; or
- g. A USPS return receipt from a certified letter sent to the parents by the district of residence; or
- h. Written confirmation of the parent’s current address from the Ohio Department of Job and Family Services; or



- i. Written confirmation of the parent's current address from a local law enforcement agency; or
- j. Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence and as approved by the Ohio Superintendent of Public Instruction.

If there is a change in the location of the parent or student's primary residence, the student's parent must notify the School immediately.

Upon enrollment and on an annual basis thereafter, the School shall review the residency records of students enrolled in the School and shall provide an annual verification to the Ohio Department of Education and Workforce that students are entitled to attend the School. The Principal or his or her designee will compare each submitted proof of residence with the School's EMIS records to ensure that EMIS reporting is accurate that students are permitted to enroll.

All custody or court orders pertaining to the family or student must be turned in when asked, or at admission. If the School and Parent disagree as to residency status, the Director of the Department of Education and Workforce shall determine the public school in which the student may enroll. If the School and the Student's home district (district of residency) disagree about residency, this policy shall supersede any policy concerning the number of documents for initial residency verification adopted by the student's home district. If the district of residence challenges the student's residency, the Principal may request additional documentation from the Parent, which may be provided to the student's home district.

*R.C. 3314.03(A); R.C. 3314.11; R.C. 3313.64(B)(1); R.C. 3313.64(K)*

See also Appendix 4.1150-A Residency Verification Procedures; Policy 2.1260 Migrant Students; Policy 4.1030 Admissions and Lottery Standards; Policy 2.2080.1 Compulsory and Early Kindergarten Admissions; Policy 5.2230 Missing and Absent Children; Policy 4.2070 Student Records and Release of Information; Policy 4.2110 Homeless Children and Youth Policy; and Policy 2.3120 Grandparent Caretaker Policy.

**Adopted: August 15, 2024**  
**Adopted: December 17, 2020**  
**Adopted: September 19, 2020**



# Constellation Schools

## CHAPTER 4: STUDENT POLICIES

### 4.1030 Admission and Lottery Standards

The School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3313.64 or 3313.65, except that admission may be limited to the geographic area and grade or age levels specified in the Community School Contract.

The School will not discriminate in the admission of students to the School on the basis of race, creed, color, disability, sex, intellectual ability, measures of achievement or aptitude, or athletic ability, provided, however, that the School may limit admission to students identified as “at risk” in the Community School Contract. Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

If there are more applicants than there are spaces, a lottery will be conducted in the following manner:

- Each applicant will be assigned a number;
- The numbers will then be drawn at random by a disinterested third party;
- The first number drawn will be the first new applicant placed on a permanent waiting list and so on until all numbers are drawn;
- Applicants on a permanent waiting list prior to any lottery will retain their position on the waiting list;
- The school may separate the lottery and the waiting lists for each grade or age grouping;
- Students attending the previous year and students who reside in the district in which the school is located, will have first preference for a position;
- Secondary preference may be given to siblings of existing students and students who are the children of full-time School Staff, provided the total number of students receiving this preference is less than five percent (5%) of the School’s total enrollment.

*R.C. 3314.06.*

See Policy 2.1070 General Notice of Non-Discrimination, Policy 2.1080 Access to Equal Educational Opportunity, Policy 2.2080 Compulsory and Early Kindergarten Admission, Policy 4.1150 Enrollment and Residency Policy, and Policy 4.1160 Tuition for Out-of-State Students

## **ATTACHMENT 6.13**

### **ATTENDANCE POLICIES**

1. Attendance and Participation Policies, including any policy or procedures for non-classroom learning opportunities
2. Truancy Policy, including 72 hour automatic withdrawal procedures for students

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



# Constellation Schools

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## **2.1130 Religion in the Schools**

Religious belief and disbelief are matters of personal consideration rather than governmental authority and the students of this School are protected by the First Amendment from the establishment of religion in the schools. Accordingly, no devotional exercises or displays of a religious character will be permitted at the School in the conduct of any program or activity under the jurisdiction of the School, nor shall instructional activities be permitted to advance or inhibit any particular religion, or religion generally. However, a student may engage in religious expression before, during, and after school hours in the same manner and to the same extent that a student is permitted to engage in secular activities or expression before, during, and after school hours. The School shall also give the same access to school facilities to students who wish to conduct a meeting for the purpose of engaging in religious expression as is given to secular student groups, without regard to the content of a student's or group's expression.

An understanding of religions and the contributions that religion has made to the advancement of civilization is essential to the thorough education of young people and to their appreciation of a pluralistic society. To that end, the curriculum shall be developed to include, as appropriate to the various ages and attainments of the students, instruction about the religions of the world.

The Board and School acknowledge the degree to which a religious consciousness has permeated the arts, literature, music, and issues of morality. The instructional and resource materials approved for use frequently contain religious references or concern moral issues that have traditionally been the focus of religious concern. That such materials may be religious in nature shall not, by itself, bar their use by the School. The Board directs that teaching staff members employing such materials be neutral in their approach and avoid using them to advance or inhibit religion in any way.

Religious traditions vary in their perceptions and doctrines regarding the natural world and its processes. The curriculum is chosen for its place in the education of the students of the School, not for its conformity to religious principles. Students should receive unbiased instruction in the schools so that they may privately accept or reject the knowledge so gained in accordance with their own religious tenets.

Accordingly, no Student shall be exempted from attendance in a required course on the grounds that the instruction therein interferes with the free exercise of his/her religion.

Consistent with the School's attendance policy, students are permitted to be absent for up to three (3) school days each school year in order to participate in holidays for reasons of faith or religious or spiritual belief systems, or to participate in organized activities conducted under the auspices of a religious denomination, church, or other religious or spiritual organization. Absences shall be treated as excused, and students shall not be penalized as a result of their absence. Students absent for religious expression days or religious holidays shall be permitted to participate in athletics or extracurricular activities on days in which the student was otherwise excused from attendance at school. The School shall also provide alternative accommodations in order to complete exams and other academic requirements missed due to a timely requested absence. Accommodations may include re-scheduling the alternative examination or other

academic requirement for the approved student, which may be before or after the time and date that was originally scheduled.

Parents shall report absences due to religious expression or holidays in writing to the Principal in the usual manner required by the School's attendance policy. Provided however, requested absences that require accommodation for an exam or academic requirement shall be made in writing by the student's parent no later than fourteen (14) days after the start of the school year, or the date of the student's enrollment, whichever is later, in order to be deemed timely. The Principal may require confirmation of the parent's signature on any absence request, but may not inquire as to the sincerity of the student's religious or spiritual belief system.

The School also shall not prohibit a student from engaging in religious expression in the completion of homework, artwork, or other written or oral assignments. Assignment grades and scores shall be calculated using ordinary academic standards of substance and relevance, including any legitimate pedagogical concerns, and shall not penalize or reward a student based on the religious content of a student's work.

For questions or grievances regarding this policy, please contact:

Superintendent (Title)

5730 Broadview Road, Parma, OH 44134 (Address)

216-712-7600 (Phone)

Grievances related to this policy will be addressed through the School's standard grievance procedure outlined in Policy 1.2060 Complaints/Judicial Powers.

This policy, as well as a non-exhaustive list of major religious holidays, festivals, and religious observations for which an excused absence shall not be unreasonably withheld or denied, shall be posted in a prominent location on the School's website and conveyed to parents on an annual basis.

*R.C. 3320.04.*

See also **Appendix 21130- A List of Non-Exhaustive Religious Holidays and Festivals.**

**Board Approved: August 15, 2024**



# Constellation Schools

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

## **4.1070 Attendance/Truancy/Withdrawal**

### General 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. A parent must contact the School in accordance with the procedure set forth in Policy 4.1090 whenever a student is absent.

Attendance shall be required of all students enrolled at the School during the days and hours that the School is in session. 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.

### Excused Absences

Absences due to the following will be excused:

1. Personal physical illness that prevents attendance at School (at the discretion of the Principal or his/her designee, a written statement from a physician may be required).
2. Personal mental illness such that the student will not benefit from instruction (at the discretion of the Principal or his/her designee, a written statement from a physician/mental health professional may be required).
3. Illness in the family necessitating the presence of the child (at the discretion of the Principal or his/her designee, a written statement from a physician and an explanation as to why the child's absence was necessary may be required).
4. Quarantine in the home (absence will be excused for the duration of the quarantine as determined by proper health officials).
5. Death in the family (absence will be excused for no more than eighteen (18) hours unless the Principal or his/her designee determines that a longer absence is reasonably necessary).
6. Medical, behavioral, or dental appointments (at the discretion of the Principal or his/her designee, a written statement from a physician, mental health professional, or dentist confirming the appointment may be required).
7. Observance of religious holidays or expression of religious beliefs consistent with the truly held religious beliefs of the child or the child's family for no more than three (3) school days (the Principal may require confirmation of the parent's signature).

- requesting the absence, but may not inquire as to the sincerity of the student's religious or spiritual belief system).
8. College or university visits (at the discretion of the Principal or his/her designee, verification of the date and time of the visit may be requested).
  9. Pre-enlistment reporting to military enlistment processing station (at the discretion of the Principal or his/her designee, a written verification confirming the date and time reporting may be required).
  10. Absence due to a placement in or changes to a foster care placement or any court proceeding related to a student's foster care status.
  11. Absences due to a student being homeless.
  12. Absences due to deployment activities of a parent or custodian.
  13. The existence of an emergency condition at home such as absence, illness, or death of the parent or custodian.
  14. Necessary work in a family business or on a family farm (after proof of necessary absence is provided to the Principal or his/her designee).
  15. Necessary work directly and exclusively for a child's parent, if the child is over the age of fourteen (14) and has been in regular attendance at school during the current school year (after proof of necessary absence is provided to the Principal or his/her designee).
  16. Instruction at home from a person qualified to teach the branches of education in which instruction is required, and such additional branches, as the advancement and needs of the child may require (after adequate certification of home instruction has been provided to the Principal or his/her designee).
  17. An emergency or set of circumstances which in the judgment of the School constitutes a good and sufficient cause for absence.
  18. 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 extracurricular activity, the School shall count that absence as an excused absence, up to a maximum of twenty-four (24) hours per school year that the School is open for instruction. The student must complete any classroom assignments he/she misses due to the absence. If the student will be absent for twenty-four (24) or more consecutive hours that the School is open for instruction, a classroom teacher must accompany the student during the travel period to provide the student with instructional assistance in order to count the student as in attendance.

The Principal or his/her designee reserves the right to verify statements and to investigate the cause of absence.

Excuses from future school attendance:

1. Shall be limited to a period not to exceed thirty (30) school hours and can be renewed at the discretion of the Superintendent or his/her designee for thirty (30) additional hours. Absences shall not exceed sixty (60) consecutive hours unless the child's parent has recently died or become totally or partially incapacitated and there is no older sibling living in the home who is out of school. At the discretion of the Superintendent or his/her designee, a written statement from a physician may be required.
2. May not materially endanger the child's educational welfare or scholastic advancement.

### Withdrawal

A student who fails to participate in seventy-two (72) consecutive hours of learning opportunities will be automatically withdrawn, unless the student's absence is excused. Otherwise, a parent may withdraw a student voluntarily by signing a Voluntary Withdrawal form with the Principal or his/her designee.

Whenever a student withdraws from the School voluntarily, the Student's teacher shall attempt to ascertain the reason for withdrawal and shall immediately inform the Superintendent or his/her designee of the reason for the withdrawal. If the Student voluntarily withdrew from the School as a result of a change in residence, the Superintendent or his/her designee shall notify the superintendent of the district to which the Student has moved of all essential information regarding the Student, including the Student's new address.

If the Superintendent or his/her designee becomes aware that a Student who has withdrawn from the School for reasons other than a change of residence is not enrolled in another school, the Superintendent or his/her designee shall notify the registrar of motor vehicles and the juvenile judge of the county in which the School is located of the Student's likely violation of the State's compulsory education laws. Notice shall be given within two (2) weeks and shall include the Student's name, address, date of birth, School, and the district where the Student resides. Any notice given in error shall be immediately rescinded by the Superintendent or his/her designee.

### Disciplinary Action for Unexcused Tardiness or Absence

Repeated unexcused absences/tardiness may be grounds for disciplinary action that will not include suspension or expulsion.

A student is tardy when a student is more than five (5) minutes late for School or for a class. If a student misses more than half a class, the student will be marked absent for the class. When tracking hours of missed instruction for excessive absence and truancy purposes, the School shall track tardiness and early dismissal times based on the precise amount of missed instruction, tracked to the nearest minute (e.g., if a student is thirty-five (35) minutes tardy to school and leaves school forty-five (45) minutes early, the student shall be counted as absent for eighty (80) minutes of that day).

Students shall not be considered absent for purposes of habitual truancy calculations while out of class for a legitimate reason, including but not limited to restroom breaks, visits to the nurses office, counselor meetings, or remediation sessions.



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.

### Truancy and Absence Intervention Strategies

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.

A student is excessively absent from school if a student is absent from the School with or without legitimate nonmedical or nonreligious excuse for thirty-eight (38) or more hours in one (1) school month or sixty-five (65) or more hours in one (1) school year. Within seven (7) days of a student becoming excessively absent from School, the attendance officer shall notify the student's parents of the student's absences in writing.

A student is habitually truant if the student is absent without a legitimate excuse for thirty (30) or more consecutive hours, for forty-two (42) or more hours in one (1) school month, or seventy-two (72) or more hours in one (1) school year.

Legitimate excuses for the absence of a student otherwise habitually 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 School will assign the student to an absence intervention team ("AIT") within ten (10) days. The Principal or designee selects the AIT members, who shall include a representative of the School who knows the child and the child's parent, guardian, custodian, guardian ad litem, or temporary custodian. Members may also include a school psychologist, counselor, social worker, or representative of a public or nonprofit agency designed to assist students and their families in reducing absences.

Within seven (7) days of the School's determination that the student is a habitual truant, the School will make at least three (3) reasonable, meaningful attempts to secure the child's parent, guardian, or custodian's (for the purposes of this policy, "parent") participation on the AIT. If the parent responds to attempts but is unable to attend, the School will notify the parent of the right to participate by designee. In the event the parent does not respond to the attempts at all, the School will investigate whether the failure to respond triggers child abuse and neglect reporting requirements and instruct the other members of the AIT to develop a plan for the child.

Within fourteen (14) days after its formation, the AIT will develop a written plan ("AIT plan") to reduce or eliminate Student's further absences. The AIT plan will state that a complaint will be filed in juvenile court alleging that the child is an unruly child not later than sixty-one (61) days after implementation if the child refuses to participate in or fails to make satisfactory progress on

the plan or other alternatives to adjudication. The School will make reasonable attempts to provide student's parent with written notice of the plan within seven (7) days of development.

If a student becomes habitually truant during the last twenty-two (22) school days of the year, the School may assign one official to work with the parent and develop an AIT plan in lieu of forming a full AIT. The plan shall be implemented not later than seven (7) days prior to the first day of instruction of the next school year.

**AIT Exemption:** The School shall be exempt from AIT procedural requirements if it has a chronic absenteeism rate of less than 5% of the student body per the last state report card.

The School shall employ absence intervention strategies for all students who are excessively absent from School. Such strategies shall include the following, if applicable:

1. Providing a truancy intervention plan for any student who is excessively absent from school;
2. Providing counseling for a habitual truant;
3. Requesting or requiring a parent to attend parental involvement programs;
4. Requesting or requiring a parent to attend truancy prevention mediation programs;
5. Notification of the registrar of motor vehicles of student's truancy status if the student misses sixty consecutive hours of instruction or ninety hours of instruction during the course of the school year; and
6. Taking legal action under R.C. 2919.222, 3321.20, and/or 3321.38.

On the 61st day after the implementation of an AIT plan or other intervention strategy, the attendance officer shall file a complaint with the juvenile court against a student, if all of the following apply:

1. the student is a habitual truant;
2. the School has made meaningful attempts to re-engage the student through the AIT plan, other intervention strategies, and any other offered alternatives to adjudication; and
3. the student has refused to participate in or failed to make satisfactory progress on the AIT plan, as determined by the AIT, or any offered intervention strategies or alternatives to adjudication.

If the 61st day falls during the summer months, at the School's discretion, the AIT or attendance officer may extend the implementation of the plan and delay filing the complaint for an additional thirty (30) days from the first day of instruction of the next school year.

If, however, at any time during the implementation phase of the AIT plan or other intervention strategy, the student is absent without legitimate excuse for thirty (30) or more consecutive hours or forty-two (42) or more hours in one school month, the attendance officer shall file a complaint with the juvenile court against the student, unless the AIT has determined that the student has made substantial progress on the absence intervention plan.

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.

## Reporting

The School shall report to the Ohio Department of Education and Workforce, as soon as practicable, any of the following occurrences:

1. When a student is deemed habitually truant.
2. When a student is deemed excessively absent.
3. When a student has been adjudicated an unruly child for being a habitual truant and violates the court order regarding that adjudication.
4. When an AIT plan has been implemented for a student.

This Board consulted with the juvenile court of the counties in which the School is located, parents of students attending the School, and state and local agencies deemed appropriate by the Board prior to adopting this policy.

*R.C. 2151.011; R.C. 2151.27; R.C. 3314.03(A)(6); R.C. 3314.11; R.C. 3321.01; R.C. 3321.041; R.C. 3321.13-.191; O.A.C. 3301-69-02.*

**Adopted: August 15, 2024**  
**Adopted: September 19, 2019**

## **ATTACHMENT 9.5 FINANCIAL PLAN**

1. Estimated school budget for every year of the contract

**NOTE:** The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The base formula amount for each year shall not exceed the formula amount defined in R.C. 3317.02. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimate per pupil expenditure amount for each year.

Constellation Schools: Westpark Community Elementary

<b>School Year</b>	<b>Estimated Per Pupil Expenditure</b>

Please refer to the 5 year forecast attached. The Per Pupil Expenditure figure is listed within the forecast.

FY2025 - October 2024 Submission

IRN No.: 132993

Type of School: Brick &amp; Mortar

Contract Term: 06/30/26

County: Cuyahoga

**Westpark Community Elementary**

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances

For the Fiscal Years Ended 2022 through 2024, Actual and

the Fiscal Years Ending 2025 through 2029, Forecasted

	Actual			Forecasted				
	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
<b>Operating Receipts</b>								
State Foundation Payments (3110, 3211)	2,071,995	2,084,790	2,730,234	2,570,239	2,681,337	3,014,615	3,299,013	3,583,411
Charges for Services (1500)								
Fees (1600, 1700)								
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	635,290	558,142	1,075,185	976,113	979,669	386,959	390,696	394,526
<b>Total Operating Receipts</b>	2,707,285	2,642,932	3,805,419	3,546,351	3,661,006	3,401,575	3,689,709	3,977,936
<b>Operating Disbursements</b>								
100 Salaries and Wages	1,354,252	1,461,287	1,061,032	1,017,441	1,147,754	1,235,232	1,326,925	1,423,008
200 Employee Retirement and Insurance Benefits	439,209	490,149	394,946	338,683	415,219	437,890	470,395	504,457
400 Purchased Services	831,338	925,524	1,247,562	1,213,091	1,184,029	1,203,048	1,257,105	1,318,734
500 Supplies and Materials	132,994	184,843	95,882	106,445	114,673	121,712	128,807	109,802
600 Capital Outlay - New	50,816	61,698	141,919	481,000	-	-	-	-
700 Capital Outlay - Replacement				92,000	-	-	-	-
800 Other	20,463	(1,864)	47,210	1,780	1,833	1,888	1,945	2,003
819 Other Debt	33,067	(43,360)	52,346	9,583	-	-	-	-
<b>Total Operating Disbursements</b>	2,862,139	3,078,277	3,040,899	3,260,023	2,863,508	2,999,770	3,185,176	3,358,004
Excess of Operating Receipts Over (Under)								
Operating Disbursements	(154,854)	(435,345)	764,520	286,328	797,498	401,805	504,533	619,933
<b>Nonoperating Receipts/(Disbursements)</b>								
Federal Grants (all 4000 except fund 532)	867,288	1,241,961	793,078	492,413	511,524	532,280	554,986	579,834
State Grants (3200, except 3211)								
Restricted Grants (3219, Community School Facilities Grant)								
Donations (1820)								
Interest Income (1400)								
Debt Proceeds (1900)	-	-	-	377,588	-	-	-	-
Debt Principal Retirement	(139,504)	(133,721)	(141,680)	-	(139,081)	(146,571)	(152,923)	(161,548)
Interest and Fiscal Charges	(479,371)	(461,789)	(457,899)	(317,124)	(348,592)	(341,360)	(334,313)	(326,213)
Transfers - In	182,931	-	-	57,173	-	-	-	-
Transfers - Out	-	(19,177)	(48,963)	-	(3,028)	(9,471)	(14,158)	(7,567)
<b>Total Nonoperating Revenues/(Expenses)</b>	431,345	627,274	144,536	610,050	20,823	34,878	53,592	84,506
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	276,490	191,929	909,056	896,379	818,321	436,683	558,125	704,439
<b>Fund Cash Balance Beginning of Fiscal Year</b>	2,599,676	2,876,167	3,068,096	3,977,152	4,873,531	5,691,852	6,128,534	6,686,659
<b>Fund Cash Balance End of Fiscal Year</b>	2,876,167	3,068,096	3,977,152	4,873,531	5,691,852	6,128,534	6,686,659	7,391,098

FY2025 - October 2024 Submission

IRN No.: 132993

Type of School: Brick &amp; Mortar

Contract Term: 06/30/26

County: Cuyahoga

**Westpark Community Elementary**

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances

For the Fiscal Years Ended 2022 through 2024, Actual and

the Fiscal Years Ending 2025 through 2029, Forecasted

	Actual			Forecasted				
	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
<b>Staffing/Enrollment</b>								
Total Student FTE	224	227	234	209	233	257	281	306
Instructional Staff	27	31	21	22	25	27	29	31
Administrative Staff	3	3	3	3	3	3	3	3
Other Staff	7	1	1	1	1	1	1	1
<b>Purchased Services</b>								
Rent	-	-	-	-	-	-	-	-
Utilities	102,697	85,704	95,387	98,248	101,196	104,232	107,359	110,579
Other Facility Costs	99,390	114,578	66,463	60,881	62,707	64,589	66,526	68,522
Insurance	9,324	8,594	4,825	4,970	5,119	5,273	5,431	5,594
Management Fee	340,201	338,940	400,121	390,412	397,356	380,914	398,688	416,463
Sponsor Fee	57,558	56,901	74,954	64,894	67,360	75,833	82,987	90,141
Audit Fees	23,239	27,157	28,662	29,169	30,044	30,945	31,874	32,830
Transportation	-	-	7,737	7,969	8,208	8,454	8,708	8,969
Legal	2,348	3,481	144	5,000	5,150	5,305	5,464	5,628
Marketing	2,693	17,352	11,001	17,371	17,892	18,429	18,982	19,551
Consulting	81,699	96,385	324,468	314,165	250,317	249,961	249,595	254,458
Special Education Services	2,022	4,613	16,340	16,639	17,138	17,652	18,182	18,727
Technology Services	6,662	61,412	27,978	28,818	29,682	30,573	31,490	32,435
Food Services	101,737	108,225	187,396	172,404	189,645	208,609	229,470	252,417
Other	1,766	2,183	2,088	2,150	2,215	2,281	2,350	2,420
<b>Total</b>	<b>831,338</b>	<b>925,524</b>	<b>1,247,562</b>	<b>1,213,091</b>	<b>1,184,029</b>	<b>1,203,048</b>	<b>1,257,105</b>	<b>1,318,734</b>
<b>Financial Metrics</b>								
Debt Service Payments	339,866	328,068	316,219	317,124	209,511	194,789	181,390	164,665
Debt Service Coverage	2.10	2.46	4.93	2.46	6.25	4.80	5.84	7.29
Growth in Enrollment	0.0%	101.0%	103.0%	89.3%	111.6%	110.4%	109.4%	108.6%
Growth in New Capital Outlay	0.0%	121.4%	230.0%	338.9%	0.0%	0.0%	0.0%	0.0%
Growth in Operating Receipts	0.0%	97.6%	144.0%	93.2%	103.2%	92.9%	108.5%	107.8%
Growth in Non-Operating Receipts/Expenses	0.0%	145.4%	23.0%	422.1%	3.4%	167.5%	153.7%	157.7%
Days of Cash	348.52	356.52	386.26	445.29	652.92	728.14	737.71	763.54
Total Expenditures / FTE	\$14,887	\$15,618	\$14,980	\$17,152	\$13,798	\$12,998	\$12,512	\$12,058

**FY2025 - FY2029 Budget Assumptions:**

In January 2022, the ODE implemented increased state support as passed by legislation Ohio House Bill 110. Increased funding is expected over a six year period, FY2022-FY2027, with each community school generating a different base cost amount. FY2025 per pupil state aid funding is \$11,324, a 5.5% change vs. FY2024 per pupil state aid funding of \$10,732. Funded FTEs will grow to 233, 257, 281, and 306 in FY2026 - FY2029. Ohio House Bill 33 (Community Equity Funding) provides funding in FY2024 - FY2025 at \$650 per pupil. It is assumed that for every additional 25 students enrolled each year, one teacher will be added to the staff at a starting annual salary of \$50,000. This school has no rent expense. Management fees for Accel Schools are included in this forecast at 6.25% of revenue per the terms of the management agreement, plus a flat fee of \$193K. Sponsor Fees projected for FY2025 as a percent of state revenue at 2.75%. Food expense is expected to align with enrollment. Interest and fiscal expenses are not limited to debt; total includes loan interest, bank and credit card fees as well as other fiscal charges. A majority of operating expenses are assumed to grow 3% year over year.

Fiscal Year FY2025 - FY2029 Projected Debt					
Description	Beginning Year Balance	Principal Retirement	Interest Expense	Ending Year Balance	Debtor Creditor
Loan A	\$ 5,995,440	\$ (222,535)	\$ 1,667,602	\$ 5,772,905	Cuy Port Auth
Loan B	\$ -	\$ -	\$ -	\$ -	
Loan C	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)					
<b>Total</b>	<b>\$ 5,995,440</b>	<b>\$ (222,535)</b>	<b>\$ 1,667,602</b>	<b>\$ 5,772,905</b>	



# Performance Accountability Framework

## Attachment 11.6

<b>School Name</b>	Constellation Schools: Westpark Community Elementary
<b>School IRN#</b>	132993
<b>Building Leader</b>	Jean Rizi
<b>Board President</b>	Charles Ledger
<b>Contract Term Dates</b>	07/01/2012 – 06/30/2025
<b>Management Company</b>	Accel Schools
<b>School Mission</b>	Constellation Schools provides every child an opportunity to obtain an excellent education built on a foundation of character education for life long success.

## Section I –Performance on the Ohio School Report Card Component

The ESC of Lake Erie West will use data reported by the Ohio School Report Card to analyze school performance on state-mandated assessments. All applicable measures and indicators of student performance on the report card will receive a rating based on performance. To successfully meet the target for measure and indicator, the school must be rated ***Meets Standard*** or higher.

School Academic Performance on the Traditional Ohio School Report Card				
Academic Indicators	Exceeds Standard (6 points)	Meets Standard (4 points)	Approaches Standard (2 Points)	Falls Below Standard (0 points)
Overall Rating	5 or 4 Stars	3 Stars	2 Stars	1 Star
Achievement Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Performance Index	≥80% of maximum score	≥70% but < 80% of maximum score	≥50% but < 70% of maximum score	< 50% of maximum score
Progress Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Gap Closing Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Chronic Absenteeism		Met		Not Met
Gifted Performance	N/A	N/A	N/A	N/A
Graduation Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
4-Year Graduation Rate	≥93.5%	≥90% but < 93.5%	≥84% but < 90%	< 84%
5-Year Graduation. Rate	≥ 93.5%	≥90% but < 93.5%	≥84% but < 90%	< 84%
Early Literacy Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Proficiency in 3 <sup>rd</sup> Grade	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%
Promotion to 4 <sup>th</sup> Grade	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%
Improving K-3 Literacy	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%
College, Career, Workforce and Military Readiness		Not reported at this time		
PBIS		Yes		No



# School Academic Performance on the Dropout Prevention and Recovery (DOPR) Ohio School Report Card

Academic Indicators	Exceeds Standard (6 points)	Meets Standard (4 points)	Does Not Meet Standard (0 points)
Overall Rating	Exceeds Standards	Meets Standards	Does Not Meet Standards
Achievement Component	Exceeds Standards	Meets Standards	Does Not Meet Standards
Progress Component	Exceeds Standards	Meets Standards	Does Not Meet Standards
Gap Closing Component	Exceeds Standards	Meets Standards	Does Not Meet Standards
Chronic Absenteeism		Met	Not Met
Graduation Component	Exceeds Standards	Meets Standards	Does Not Meet Standards
4-Year Graduation Rate	Exceeds Standards	≥ 90% but < 93.5%	< 84%
5-Year Graduation Rate	Exceeds Standards	≥90% but < 93.5%	< 84%
6-Year Graduation Rate	Exceeds Standards	Meets Standards	Does Not Meet Standards
7-Year Graduation Rate	Exceeds Standards	From 68%-77%	< 58%
8-Year Graduation Rate	Exceeds Standards	From 68%-77%	< 58%
Combined Graduation Rate vs. All Ohio DOPR Schools	Scored 7% or more above all Ohio DOPR Schools	Scored the same as or up to 6.9% above all Ohio DOPR Schools	Scored below all Ohio DOPR Schools
College, Career, Workforce and Military Readiness		Not reported at this time	
PBIS		Yes	No

## Section II – Academic Achievement Targets & Metrics Component

The ESC of Lake Erie West will use data reported by the school to analyze additional applicable academic measures of student performance. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on performance.

School Academic Achievement Targets & Metrics							
Measure Domain	Assessment	Grades		Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Achievement	Schools locally administered norm-referenced assessment Reading/ELA Spring Benchmarking	K-8		50% at or above grade level on schools locally administered norm-referenced assessment	41-49% at or above grade level on schools locally administered norm-referenced assessment	30-40% at or above grade level on schools locally administered norm-referenced assessment	< 30% at or above grade level on schools locally administered norm-referenced assessment
Achievement	Schools locally administered norm-referenced assessment Math Spring Benchmarking	K-8		50% at or above grade level on schools locally administered norm-referenced assessment	41-49% at or above grade level on schools locally administered norm-referenced assessment	30-40% at or above grade level on schools locally administered norm-referenced assessment	< 30% at or above grade level on schools locally administered norm-referenced assessment
Achievement	Algebra I EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in Algebra I	50-69% of students pass EOC exam in Algebra I	40-49% of students pass EOC exam in Algebra I	< 40% of students pass EOC exam in Algebra I
			DOPR	68% of students pass EOC exam in Algebra I	45-67% of students pass EOC exam in Algebra I	32-44% of students pass EOC exam in Algebra I	< 32% of students pass EOC exam in Algebra I
Achievement	English Language Arts II EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in ELA II	50-69% of students pass EOC exam in ELA II	40-49% of students pass EOC exam in ELA II	< 40% of students pass EOC exam in ELA II
			DOPR	68% of students pass EOC exam in ELA II	45-67% of students pass EOC exam in ELA II	32-44% of students pass EOC exam in ELA II	< 32% of students pass EOC exam in ELA II
Achievement	Credit Earning Rate	9th-12th	Traditional	The average credit earning rate for all students is 90-100%	The average credit earning rate for all students is 80-89%	The average credit earning rate for all students is 60-79%	The average credit earning rate for all students is below 60%
			DOPR	The average credit earning rate for all students is 80-100%	The average credit earning rate for all students is 70-79%	The average credit earning rate for all students is 60-69%	The average credit earning rate for all students is below 60%

### Section III – Academic Growth Component

The ESC of Lake Erie West will use data reported by the school to analyze additional applicable academic measures of student performance. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on the students’ performance on the **fall to spring** benchmark assessment data. All locally administered norm-referenced assessments must be on the Ohio Department of Education and Workforce approved vendor list.

Traditional School Academic Growth Targets & Metrics							
Measure Domain	Assessment	Grades	Overall Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Growth	Schools locally administered norm-referenced assessment Reading	K-12	Students will meet annual typical growth from the fall to spring benchmark assessment data	80-100%	50-79%	40-49%	< 40%
Locally Administered Norm-Referenced Assessment:		<i>i-Ready</i>					
Growth	Schools locally administered norm-referenced assessment Math	K-12	Students will meet annual typical growth from the fall to spring benchmark assessment data	80-100%	50-79%	40-49%	< 40%
Locally Administered Norm-Referenced Assessment:		<i>i-Ready</i>					

DOPR School Academic Growth Targets & Metrics							
Measure Domain	Assessment	Grades	Overall Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Growth	Schools locally administered norm-referenced assessment Reading	9-12	Composite gain score is at least two standard errors of measure above the mean score	At least 2 standard errors of measure above the mean score	Less than 2 standard errors of measure above the mean score	Greater than or equal to 2 standard errors of measure below the mean score	Not greater than two standard errors of measure below the mean score
Locally Administered Norm-Referenced Assessment:		<i>i-Ready</i>					
Growth	Schools locally administered norm-referenced assessment Math	9-12	Composite gain score is at least two standard errors of measure above the mean score	At least 2 standard errors of measure above the mean score	Less than 2 standard errors of measure above the mean score	Greater than or equal to 2 standard errors of measure below the mean score	Not greater than two standard errors of measure below the mean score
Locally Administered Norm-Referenced Assessment:		<i>i-Ready</i>					

## Section IV – Performance on Other Fiscal, Governance, Organizational, and Operational Components

The ESC of Lake Erie West will use data reported by the school to analyze the performance of the non-academic organizational, operational, compliance, and fiscal goals. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on performance.

School Fiscal Performance Targets and Metrics				
Measure Domain	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Current Ratio of Assets to Liabilities	Ratio is greater than or equal to 1.1	Ratio is between 1.0 and 1.1; AND one year trend is positive (current year's ratio is higher than last year's)	Ratio is between 0.9 and 1.0 or equals 1.0; OR ratio is between 1.0 and 1.1 AND one-year trend is negative	Ratio is $\leq 0.9$
Unrestricted Days of Cash	School has 60 days cash available	School has between 30 and 60 days cash available	School has between 15 and 30 days cash available	School has < 15 days cash available
Current-year Enrollment Variance	Actual enrollment equals or is within 95% of budgeted enrollment in most recent year	Actual enrollment is 90–95% of budgeted enrollment in most recent year	Actual enrollment is 80–90% of budgeted enrollment in most recent year	Actual enrollment is less than 80% of budgeted enrollment in most recent year
Total Expense Variance	School expenses are less than 95% of projected	School expenses are between 95-100% of projected	School expenses are between 100-110% of projected	School expenses are more than 110% of projected
Sponsor Financial Reporting	All reports submitted by deadline	No more than two (2) reports or responses submitted no more than five (5) days late	Between three (3) to four (4) reports submitted no more than five (5) days late	More than four (4) reports submitted late or more than five (5) days late
Audit Findings	School's most recent audit contains zero (0) findings AND management letter comments	School's most recent audit contains zero (0) findings and no more than two (2) management letter comments	School's most recent audit contains zero (0) findings and between two (2) to five (5) management letter comments	School's most recent audit contains any findings and/or five (5) or more management letter comments
Sustainability	The % of eligible students remaining enrolled from one year to the next (September to September) will be at least 90%	The % of eligible students remaining enrolled from one year to the next (September to September) will be 80-89%	The % of eligible students remaining enrolled from one year to the next (September to September) will be at least 70-79%	The % of eligible students remaining enrolled from one year to the next (September to September) below 70%

## School Governance Performance Targets and Metrics

Measure Domain	Assessment	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
School Governance	Board Engagement	100% of board members attend two (2) or more school visits or school-sponsored events	100% of board members attend at least one (1) school visit or school-sponsored event	At least one board member attends at least one (1) school visit or school-sponsored event	Zero (0) board members attend a school visit or school-sponsored event
School Governance	Required Number of Regular Board Meetings		Six (6) Meetings held per year	Five (5) meetings held per year	Four (4) or fewer meetings held per year
School Governance	Required Number of Board Members		Five (5) or more sponsor approved board members for all meetings		Fewer than five (5) sponsor approved board members for one (1) or more meetings
School Governance	Proper Meeting Notice		Timely public notice for all meetings, reschedules, and cancellations	Timely public notice not provided for one (1) meeting, reschedule, or cancellation	Timely public notice not provided for two (2) or more meetings, reschedules, or cancellations
School Governance	Required Board Member Training		Completion of Open Meetings and Public Records for 100% of board members	Completion of Open Meetings and Public Records for 80-99% of board members	Completion of Open Meetings and Public Records for less than 80% of board members
School Governance	Board Member Attendance	Overall member attendance is > 90%	Overall member attendance is between 80-90%	Overall member attendance is between 70-79%	Overall member attendance is < 70%

Compliance/Organizational/Operational Performance Targets and Metrics					
Measure Domain	Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Legal Compliance	On-Time Records Submission	School is compliant for 100% of ORC/OAC required items	School is compliant for 94-99% of ORC/OAC required items	School is compliant for 90-93% of ORC/OAC required items	School is compliant for less than 90% of ORC/OAC required items
Legal Compliance	Accuracy of Records Submission	School is compliant for 100% of ORC/OAC required items	School is compliant for 94-99% of ORC/OAC required items	School is compliant for 90-93% of ORC/OAC required items	School is compliant for less than 90% of ORC/OAC required items
Legal Compliance	Five-Year Forecast Submission		November & May forecasts approved and submitted on-time	November & May forecasts approved and submitted 1-15 days after deadline	November & May forecasts approved and submitted 16 or more days after deadline
Legal Compliance	Annual Budget		Annual Budget approved and submitted on-time	Annual Budget approved and submitted 1-15 days after deadline	Annual Budget approved and submitted 16 or more days after deadline
Legal Compliance	Annual Report		School Annual Report submitted AND made available to parents by the due date		School Annual Report <b>not</b> submitted OR not made available to parents by the due date
Legal Compliance	Emergency Management Plan		Emergency management plan approved and current		Emergency management plan <b>not</b> submitted on time, approved or expired
Student Discipline K-3	House Bill 318 restricts the out-of-school suspensions (OSS) and expulsions for students in grades K–3 grade for offenses that do not pose significant danger to school and student safety (as defined by Ohio law). <b><i>**Detailed documentation is required to determine if OSS meets the requirements of the law**</i></b>	Zero (0) out-of-school suspensions (OSS)	One (1) or more OSS with proper documentation and within the guidelines of the law		One (1) or more OSS without proper documentation and/or without meeting guidelines of the law

Student Discipline 4-8	The school will show an overall decrease in out-of-school suspensions (OSS) from the previous school year. The percent will be calculated using the total number of suspension incidents divided by the total student enrollment.	OSS is decreased by 50% or more from the previous school year OR zero OSS	OSS is decreased from the previous school year	OSS remains the same from the previous school year	OSS increased from the previous school year
Student Discipline 9-12	The school will show an overall decrease in out-of-school suspensions (OSS) from the previous school year. The percent will be calculated using the total number of suspension incidents divided by the total student enrollment.	OSS is decreased by 50% or more from the previous school year OR zero OSS	OSS is decreased from the previous school year	OSS remains the same from the previous school year	OSS increased from the previous school year