

**MODIFICATION NO. 7
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 II, Section 2.1.** At the end of the section, add the following new paragraph: “In the event of the Schools closure, the Governing Authority members and officers in place at the time the School learns it must close or votes to close must remain in office and as members until the School is fully closed and the final closing audit is completed.”

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

2. **Article II, Section 2.3.** Add the following sentence at the end of the section: “The person registered in OEDS-R as Superintendent shall be the Superintendent of the School, even if he/she is the same person as the Chief Administrative Officer.”

The rest of Section 2.3 remains as originally written in the Contract.

3. **Article VI, Section 6.11.**

- a. In the last sentence, insert “(1) and (2)” after “R.C. 3313.603(J).”
- b. After the last sentence of the section, insert the following sentence: “Beginning with the 2018-2019 school year, the School shall also comply with the framework developed by the Ohio Department of Education under R.C. 3313.603(J)(3) for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education.”
- c. The rest of Section 6.11 remains as originally written in the Contract.

4. **Article VII, Section 7.2.** In subsection (j), division (iv), insert “and signed ethics and conflicts policies” after “R.C. 3314.02(E)(7).” The rest of Section 7.2 remains as originally written in the Contract.

5. **Article IX, Section 9.2.**

6.

- a. Insert the following sentence between the first and second sentences: “Effective January 1, 2018, the Fiscal Officer shall be its Treasurer, Caroline Zito, contracted through the School’s operator, Constellation Schools.”
- b. Insert the following sentence at the end of the last paragraph: “Under no circumstances is the Sponsor liable for the debts, obligations or audit findings of any kind of the School.”
- c. The rest of Section 9.2 remains as originally written in the Contract.

7. **Article IX, Section 9.4.** Insert the following sentence at the end of the last paragraph: “Cancellation of the bond maybe grounds for suspension or termination.”

The rest of Section 9.4 remains as originally written in the Contract.

8. **Article IX, Section 9.7.** Insert the following two sentences between the first and second sentences:

The word “received” means the acceptance by the Sponsor in accordance with and pursuant to the revenues received on the monthly School Foundation Statement. The Sponsor has a right to rely upon the monthly statement and is not responsible, except for reductions due to FTE findings already deducted in the then current monthly statement, or those FTE findings deducted in future statements upon which Sponsor figures its fee.

The rest of Section 9.7 remains as originally written in the Contract.

9. **Article X, Section 10.2.** Add the following new subsection as subsection (g): “Any audit finding based on failure of the School to accurately report enrollment, attendance, participation in learning opportunities or inaccurate EMIS submissions.”

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

10. **Article XI, Section 11.4.** Insert “When practical” at the beginning of the first sentence.

The rest of Section 11.4 remains as originally written in the Contract.

11. **Article XI, Section 11.12.** In the first sentence, remove “for operation within eight (8) month(s) after the execution” and replace with “before September 30th of any year (unless the School is a Dropout Prevention and Recovery school or the Sponsor is rated “exemplary” for at least two consecutive years) or within one (1) year after the initial execution.”

The rest of Section 11.12 remains as originally written in the Contract.

12. **Article XI, Section 11.18.** Insert the following as a new paragraph at the end: "The Sponsor has an obligation to update this Contract periodically due to changes in statutes, case law, rules, procedures or governmental mandates, and the School agrees to modify the Contract at any time for those reasons."

The rest of Section 11.18 remains as originally written in the Contract.


13. **Attachment 9.2** shall be replaced in its entirety with the attached.

14. **Attachment 9.3** shall be replaced in its entirety with the attached.

15. **Attachment 9.4** shall be replaced in its entirety with the attached.

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

**Educational Service Center of
Lake Erie West**


By: 
(Signature)

Its: Superintendent

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

Date: 6-13-2018

**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: 4-19-18

ATTACHMENT 9.2

FISCAL SERVICES AGREEMENT

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

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

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

Constellation Schools: Westpark Community Elementary

RESOLUTION

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

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

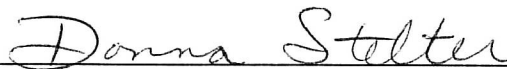
WHEREAS, the Governing Authority (Board) for the School has entered into a Management Agreement (Agreement) with Constellation Schools LLC (CS LLC) for the period July 1, 2016 through June 30, 2017; and

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

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

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

Adopted this 16th day of June, 2016


Secretary

Constellation Schools: Westpark Community Elementary

ATTACHMENT 9.3

FISCAL LICENSURE

1. Treasurer's License

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

State of Ohio

EMPLOYER COPY

Department of Education

5 Year School Treasurer License

This License Awarded To: **CAROLINE R. ZITO**


License Number: **OH3028267**

Issue Date: **06/17/2014**

FROM: **07/01/2014 - 06/30/2019**

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

School Treasurer


Superintendent of Public Instruction

1388648

ATTACHMENT 9.4

FISCAL BOND

1. Treasurer's Bond

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



BOND

No. **601129177**

KNOW ALL MEN BY THESE PRESENTS:

That we Caroline R. Zito

208 Highland Avenue, Wadsworth, OH 44281

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

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

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

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

(\$1,000,000.00)

DOLLARS, for the payment of which, well and truly presents.

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

for a term beginning on December 20, 2017 and ending on December 20, 2018.

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

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

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

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

SIGNED, SEALED and DATED December 20, 2017

Caroline R. Zito

The Ohio Casualty Insurance Company

By:

Frances L. Lyons

Attorney-in-Fact

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Principal: Caroline R. Zito

Bond Number: 601129177

Agency Name: Knight Insurance Agency, LLC

Obligee: State of Ohio f.b.o. Constellation Community Schools, 5730 Broadview Road, Parma, OH 44134

Agent Code: 342377

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

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

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.



David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2021

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

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

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

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

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

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

CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 20th day of December, 2017.



Renee C. Llewellyn, Assistant Secretary

OATH OF OFFICE

STATE OF Ohio

County of Cuyahoga

} SS

I, Caroline R. Zito

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

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

Caroline R. Zito
Caroline R Zito

Sworn to and subscribed before me this 27th day of December, 2017

Thomas F. Babb

