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ESCCO Department of Community Schools Guidance

Background Information

(Background Information Sources--Ohio Department of Education and Buckeye Charter School Boards, Inc.)

Ohio Charter Accountability Hierarchy

SPONSORS / AUTHORIZERS
GOVERNING AUTHORITY / BOARD
SCHOOL OPERATOR

Ohio is the only state that refers to charter schools as community schools.

Community schools and charter schools are synonymous.

➤ H.B. 2 went into effect February 1, 2016. Sponsorship is a major focus of the legislation and implementation is currently happening. This guidance document is subject to change. It is approved as the ESCCO's policy on an annual basis.

Roles (Training completed by November 30th)

Ohio Department of Education (ODE) Responsibilities

The Department's responsibilities fall into two distinct areas. First, the Office of School Sponsorship focuses on authorizing and providing oversight to the schools it sponsors. Second, the Office of Community Schools focuses on oversight of charter school sponsors (also referred to as "authorizers") and is assigned the following key responsibilities in that role:

- Approving and renewing sponsors
- Revoking sponsorship authority, as necessary

- Monitoring sponsor effectiveness
- Evaluating sponsor performance (based on an assessment of compliance, quality practices & school academic performance)
- Placing sponsors on probation, as necessary, and reviewing/approving related corrective action plans
- Reviewing all charter contracts between sponsors and school governing authorities for legal sufficiency
- Providing technical assistance to sponsors and schools
- Preparing annual community school report and distributing to key policy makers as required by law ODE/sponsor contracts. Most sponsors must enter into contracts with ODE – which specify the sponsor's obligations.

Sponsor/Authorizer Responsibilities

Ohio has numerous authorizer options available – districts, educational service centers (ESCs), state universities/designees, not-for-profit organizations and ODE. Under Ohio law, sponsors are assigned the following key responsibilities:

- Thoroughly vetting new school proposals and entering into initial contracts only with the boards of schools deemed likely to succeed
- Renewing (or non-renewing) school contracts based on a rigorous assessment of school performance and compliance
- Providing school oversight, monitoring, technical assistance, and intervention (when needed)
- Conducting annual site visits to schools during the school year and prior to opening each school year, and providing written assurances of compliance to ODE
- Meeting with schools' boards, reviewing school financial and enrollment records on a monthly basis (and preparing written reports, made available to ODE upon request).
- Notifying ODE of schools' failure to comply with applicable state/federal laws and contractual obligations, and of schools' financial difficulties
- Placing schools on probation, as necessary, and demanding corrective action plans to address issues of concern; removing schools from probation upon successful implementation of corrective actions
- Suspending operations of non-compliant schools. State law specifies many items that must be addressed in the contract between sponsors and school governing boards including the educational program (mission, student demographics and characteristics, and curriculum focus), academic goals (and method of measuring achievement), performance standards, admission standards, dismissal procedures, policy requirements, financial audit requirements, facilities, teacher qualifications, insurance requirements, financial plan and

budget, and more. All contracts must be filed with ODE and are available online at ODE's website.

(*Conflict of Interest forms will be collected by the sponsor by September 30th.)

Community School Governing Authority Responsibilities

Community school boards are not-for-profit entities that must have a minimum of five members. Prior to joining, candidates must pass a criminal background check and be free of conflicts of interest with the school. Community school board meetings are public and subject to state sunshine laws. Individuals are limited to serving on no more than five community schools boards at the same time. Key governing board responsibilities include:

- Oversight of all aspects of school operations and performance ensuring full compliance with state laws and all the requirements of the "charter" contract
- Fiscal management and accountability of public funds
- Submission of annual reports summarizing school activities, progress in meeting goals and performance standards, and financial status to sponsors and students' parents/guardians -within four months of the end of each school year
- Adoption of administrative policies and procedures, as required by state law (and others appropriate to each individual school)
- Hiring, evaluating and, if necessary, terminating school leaders responsible for school operations and performance or contracting with a professional operator for the school
- Oversight of academics, curriculum, testing and all compliance with state requirements in regards to student achievement

Governing authority/operator contract: A Board may enter into an agreement or contract with an individual or a management organization that will be responsible for day-to-day school operations-referred to below as school operator.

School Operator Responsibilities

Responsibilities and expectations are defined in each unique agreement or contract and may include any or all of these key responsibilities:

- Compliance with all applicable state laws and administrative rules
- Day-to-day school operations in compliance with charter contract
- Curriculum from selection and implementation, to alignment with state standards
- Student growth and achievement measurements including administration of all statemandated and other testing
- Special education services -- in full compliance with state/federal rules and laws

- Student services from health, counseling and social services, to coordination of student transportation
- Personnel/HR management from recruitment/hiring, retention, discipline, professional development and training, to ensuring appropriate certifications and other qualifications
- Communication with stakeholders from students, parents/guardians and staff, to the board and local community and Sponsor
- Budgeting and fiscal management
- Facilities and food service management
- Technology
- Security

ESCCO SPONSORED SCHOOLS

As stated earlier, an ESC can serve as sponsor in Ohio. The ESCCO currently provides sponsorship for the following schools:

<u>Early College Academy (Columbus)</u> – Drop-out prevention and recovery school serving high school students. Contract expires in 2022.

<u>Graham Elementary and Middle School (Columbus)</u> – K-8 Expeditionary Learning (EL) School. Contract expires in 2022.

Oakstone Community School (Columbus) – K-12 school serving students on the autism spectrum. 100% special education from Kindergarten through age 21. Contract expires in 2022.

<u>The Charles School at Ohio Dominican University (Columbus)</u> – Five-Year Expeditionary Learning (EL) high school working with Ohio Dominican University and Columbus State University giving students an opportunity to complete their Associate Degree. Contract expires in 2022.

<u>The Graham School (Columbus)</u> – High school using part of their week for experiential programs in the community. Contract expires in 2022.

<u>The Maritime Academy of Toledo (Toledo)</u> – A maritime themed school serving grades 6-12. Contract expires in 2022.

Community School Sponsorship is one of the services that an ESC can provide. The agency also proudly serves students and school districts in Delaware, Franklin, Licking, Madison, Marion, Morrow, Ross, and Union counties. The community schools which it sponsors are located in both Franklin and Lucas Counties.

In serving school districts and community schools that it does not sponsor, the ESC of Central Ohio provides expertise in the areas of Achievement & Leadership Services, Business Services, Student Services and Technology. In serving community schools that it sponsors, the ESC of

Central Ohio focuses on the following performance framework critical areas while addressing education/academic, governance/operational, finance, and accountability throughout each critical area.

ESCCO QUALITY PRACTICES

I. Commitment and Capacity

Board and Agency Commitment/Capacity:

ESC of Central Ohio's Vision, Purpose, Values and Goals

VISION

An educational solutions agency meeting the needs of today, while remaining focused on the future, driven by innovation and choice.

PURPOSE

The ESC of Central Ohio leads when necessary, supports all stakeholders, and seeks to share and leverage resources on behalf of its client school districts and partners.

VALUES

Respect: We honor the diverse needs of those we serve.

Service: We value the opportunity to be of service.

Collaboration: We foster strong relationships with our partners. Accountability: We are answerable for our actions and behaviors.

GOALS

Build and sustain relationships that advance the vision, purpose and values of the ESC of Central Ohio.

Make optimum use of all available resources.

Provide programs and services that improve outcomes for students.

All Departments of the ESCCO support the agency vision and values. Within the community school department we also have a departmental mission specific to community schools:

<u>Community School Department Mission</u>: All departments of the ESCCO support the mission of the agency. Specifically to its community schools, the ESCCO is committed to monitoring each of its sponsored schools for the benefit of the students in each of the sponsored schools. Although sponsoring is a small part of the agency's portfolio, it is dedicated to best practices for effective school choice options for parents, as supported by the National Association of Charter School Authorizers (NACSA) and has the following goals:

<u>Education</u>: To monitor and assess the goals of the Educational Plan of the sponsorship agreement, aligning them with the Assessment and Accountability Plan/Performance Framework.

Governance: To monitor and assist with governance compliance.

<u>Finance</u>: To monitor and provide feedback for fiscal viability and sustainability – providing intervention, if needed.

Accountability: To monitor and evaluate legal compliance as well as all areas of the contract.

<u>Community School Department Strategic Plan</u>: The ESC Department of Community Schools has a <u>strategic plan</u> for sponsorship that sets forth priority areas for improvement over the next four years.

II. Sponsoring Priorities

The ESCCO is currently not accepting applications for new schools, replicators, or schools seeking to change sponsors. As sponsor, the ESCCO has as its priority authorizing quality community schools that meet academic, fiscal, and organizational requirements within a small portfolio.

The purpose of the agency is:

PURPOSE

The ESC of Central Ohio leads when necessary, supports all stakeholders, and seeks to share and leverage resources on behalf of its client school districts and partners.

The ESCCO Community School Department supports the greater agency purpose while also providing the department's specific mission of monitoring each of its community schools through quality sponsorship for the benefit of the students in each of the sponsored schools.

Although sponsoring is a small part of the ESCCO's portfolio, it is dedicated to best practices for effective school choice options for parents, as supported by the National Association of Charter School Authorizers (NACSA) and has the following goals:

- Education: To monitor and assess the goals of the Education Plan of the sponsorship agreement, aligning them with the Assessment and Accountability Plan.
- Governance: To monitor and assist with governance compliance.
- Finance: To monitor and provide feedback for fiscal viability and sustainability, providing intervention if needed.
- Accountability: To monitor and evaluate legal compliance as well as areas of the contract.
- Technical Assistance: To provide technical assistance in all aspects of successful school programming.

If an application period opens, public notification will be made on the ESCCO Community Schools webpage. All application information including processes and timelines can be found in the ESCCO Department of Community Schools Guidance Document on the webpage.

Thank you for your interest in ESCCO Community School Sponsorship!

III. Application Process and Decision Making

Information concerning potential sponsorship by the ESCCO is listed on the Community School webpage Community School Sponsorship. Interested applicants may contact the Coordinators of the Community Schools for clarification. ESCCO's currently is not taking applications for sponsorship and has no plans to do so in the foreseeable future. When and if the ESCCO takes applications, its sponsorship priorities are to sponsor community schools that fill an identified need in its educational community while conforming to the vision, purpose, values and goals of the ESC of Central Ohio.

Timeline for new applications that are accepted:

- Some flexibility on the timeline may be permitted for those trying to replicate a successful school or a current successful ESCCO Operator is applying for a new school to be sponsored. All schools will begin the planning process at least 9 months in advance.
- $\underline{1}$ $\underline{1}$
- $\underline{1^{1}I_{2}}$ 1 Year Prior to Potential School Opening Applicants submit an application for sponsorship (application in Appendices). The application is scored based on a rigorous rubric, both internally and externally (rubric in Appendices).

<u>September 30th of the Year Before the Potential School Opening</u> – Deadline for applications.

<u>October of the Year Before the Potential School Opening</u> – Applications results are reviewed with the ESCCO Governing Board requesting approval to pursue talks and interviews with qualifying applicants.

November – December of the Year Before the Potential School Opening – Applicants are notified of application results and selected applicants are invited to the ESCCO for an interview with Sponsor leadership (Superintendent/Deputy Superintendent, Treasurer, & Community School Coordinators). Interview questions will reflect the submitted application, current legislative requirements, and the commitment and capacity of the applicant to show sustainability in the areas of education, governance/operational, finance, and accountability (legal compliance) for its targeted population. Interview results will be shared and a preliminary agreement will be offered to the new school. Technical assistance will ensue and deadlines for preliminary agreements and potential sponsorship contracts will be communicated.

 For transfer and replicator applicants, a proposal will be submitted first and if accepted, an application for sponsorship may be completed. This is the same application for new schools. • Throughout the process communication is constant between the potential school, the ESCCO and the ESCCO Governing Board.

IV. Performance Contracting

Current and archived contracts are available in Epicenter. The agency will continue to look for alignment to Ohio's accountability system with targeted goals as set forth in the Educational Plan and assessed in the Assessment and Accountability Plan/Performance Framework of the contract. Each school's performance framework will be reviewed in a high stakes review at renewal time. In addition, the performance framework is evaluated annually to monitor progress. Amendments will be added annually, if needed, to address changes in the sponsor evaluation process, or Ohio's accountability system, and/or pertinent statutes.

Process to Monitor Changes in Law, Ohio's Accountability System, and School Performance Measures: The ESCCO Department of Community Schools, including but not limited to the Coordinators of Community Schools, will monitor changes in federal and/or state laws, regulations, or rules, as well as changes to Ohio's accountability system and school data, in accordance with ESCCO Board policy. This monitoring will include: annual review of Ohio's accountability system; ongoing monitoring of changes in laws and rules; review of changes to the Ohio Department of Education's Sponsor Compliance and Oversight of Schools Compliance Worksheets and Quality Practices Rubric; monitoring communications and updates from the Ohio Department of Education concerning changes in rules, regulations, or procedures. School data will be reviewed as part of the annual performance report/annual review process, and as part of the intervention process if applicable. The Coordinators of Community Schools, or other ESCCO staff as assigned, will recommend modifications to the Contract and/or ESCCO Guidance or policies to ensure consistency with changes in law and regulations and Ohio's accountability system, and to support higher achievement in sponsored schools.

V. Ongoing Oversight and Evaluation

The ESCCO takes accountability and monitoring seriously as well as a school's autonomy. Once a school is accepted or renewed for sponsorship, monitoring is individualized to the school. Each school is assigned a Coordinator of Community Schools Lead at the ESCCO. Each coordinator does the following:

- Monitors progress and compliance with the performance framework as stated in the sponsorship agreement.
- Completes opening assurances documentation through visitations to the schools.
 (Requirements as set forth by ODE's compliance checklist sent to us each year from ODE).
- Completes fall and spring site visits and reviews academic program and compliance documents. (Detailed site reports sent pursuant to each visit.)
- Utilizes Epicenter compliance software documents entered by schools, reviewed by coordinators, and stored on-line. A master calendar of needed documents as well as sponsor requested reports are included. The documents are spread out over the entire year so that there are weekly submissions rather than one mass collection. Notes can

be added to the system for further documentation. Reminders are sent out to all involved with the system and we have the ability to approve or reject submissions as well as ask for additional information. Data can be pulled from the system to review ontime and accuracy statistics. There is also a new capability of board access which is currently being introduced.

- Attends three or more governing authority board meetings (per school) at which sponsor updates are given and financials reviewed.
- Serves as liaison between school and Ohio Department of Education. Leads any needed investigation or complaint.
- Provides technical assistance and regular communications to the schools regarding academic performance and professional development and any issues, concerns, laws that arise.
- Attends internal meetings between coordinators of community schools to review community school issues, policies, contract reviews, and any pertinent information.
- Provides intervention through consultation, assistance, assignment of corrective action plan and/or probationary status, as needed. Fiscal corrective actions are assigned by the treasurer or treasurer designee.
- Reviews/assesses new and renewed contracts.
- Compiles annual performance reports/annual reviews on each school.
- Leads high stakes review at renewal time, or at least once every five years (whichever comes first).

VI. Interventions, Termination, and Renewal

Prior to initiating any termination proceeding, outside of legal or fiscal malfeasance, the following interventions would be undertaken in an effort to rectify the issues and allow for the continued operation of the school. These interventions would draw the school's attention to portions of the contract and the exhibits that we as the sponsor consider unacceptable or in violation. Our intent would be to provide specific proactive direction and a timeline to correct the deficiencies. Intervention progression would be:

- The review of the annual performance report with emphasis on areas of concern or in need of improvement via a plan of action with a formal request for documents and/or assurances that areas of concern are being addressed. There would need to be a documented progression towards a desired solution.
- 2. A face to face meeting to discuss the concerns, the progress or lack thereof, next steps, and a draft timeline for additional actions.
- 3. The official notification of probation with a specific intervention plan and timeline if progress is not being made.
- 4. The notice that the ESCCO will begin the formal process of terminating our sponsor contract.

Unless termination is immediate due to legal or fiscal malfeasance, termination will occur for reasons <u>as stated in the sponsorship agreement and/or ESCCO Policy and Practices.</u>
Communication will be ongoing and a documented annual review will occur each year. Goals will be monitored and evaluated. Decisions regarding non-renewal or termination will be communicated far in advance to the school leadership, school administration, or ESCCO Governing Board prior to any formal action being taken. Decisions will be made based on compliance in the areas of <u>education</u> (meeting goals in Educational Plan and Assessment and Accountability Plan), governance (governing board ethics, policy, academic/fiscal monitoring, and compliance with statute), finance (enrollment, compliance with law and sustainability), and accountability (legal compliance and required monitoring requests per sponsor and ODE in Epicenter), as outlined in the performance framework.

For schools with expiring contracts who wish to renew, a contract renewal must be submitted via the agency on-line compliance system known as Epicenter. Communication regarding the renewal process begins far in advance of the deadline.

Renewal Timeline

<u>Each Year of The Contract</u> – The Sponsor is communicating to the school and board and monitoring <u>education</u>, <u>governance</u>, <u>finance</u>, <u>and accountability</u> via site visits, weekly written communications, compliance monitoring of documents through the Epicenter on-line compliance system, board meeting attendance, monthly fiscal reviews, and professional development. Throughout this process the ESCCO Governing Board is also updated on the process.

<u>Year Before Contract Expires</u>: Remind schools and their governing authorities that contract renewals are due September 30th of the year before their contract expires. This is done in visits, in letters, in emails, site reports, annual review, and during sponsor updates at board meetings.

October-December Prior to Expiration: Contract renewals are reviewed internally and externally. A High Stakes Review occurs during the application process for renewal. The application is scored based on a rubric and results shared with ESCCO board and community school board (rubric in appendices).

<u>January 15th</u>: Non-renewable schools need to be notified by this date. Communication has been transparent throughout and they should be aware if this is coming.

<u>January-February</u>: Renewable schools will work with the sponsor for statutory updates and modifications to the contract. Timelines will be communicated with a goal of having the contract renewed by April of the expiration year officially by both boards explaining the need to go over contract submissions and review the rubrics together. Coordinators will independently complete rubrics for each contract and then meet to discuss and complete a combined rubric (attached).

<u>June of Contract Expiration</u>: Approved contract sent to ODE.

VII. Technical Assistance

The ESCCO prides itself in excellent customer service. The Coordinators of Community Schools are the main contacts for each of the agency sponsored schools. Based on the situations that arise, each coordinator not only monitors, but provides guidance and assistance in areas of education, finance, governance, and accountability (legal compliances). This includes but is not limited to, conducting research on behalf of the school, relaying state requirements and changes, making contacts for the school, attending meetings with the school, and accessing other parts of the ESCCO for free assistance (State Support Team, Special Education, Strategic Planning, Assessment, Professional Learning, Legal, and Fiscal). The treasurer or treasurer designee of the Community Schools Department monitors monthly fiscal documents, and the coordinators attend board meetings monthly (all have access to online compliance monitoring via Epicenter online). The coordinators also serve as facilitators and mediators when any issues arise with parents and/or students. Depending on the situation, the coordinators take the lead and help the schools meet their needs. Communication is conducted via email, phone, text, in person meetings, during school visits, and board meetings. Technical assistance and professional development are also provided based on school-specific needs.

Process to Monitor Changes in Law, Ohio's Accountability System, and School Performance Measures: The ESCCO Department of Community Schools, including but not limited to the Coordinators of Community Schools, will monitor changes in federal and/or state laws, regulations, or rules, as well as changes to Ohio's accountability system and school data, in accordance with ESCCO Board policy. This monitoring will include: annual review of Ohio's accountability system; ongoing monitoring of changes in laws and rules; review of changes to the Ohio Department of Education's Sponsor Compliance and Oversight of Schools Compliance Worksheets and Quality Practices Rubric; monitoring communications and updates from the Ohio Department of Education concerning changes in rules, regulations, or procedures. School data will be reviewed as part of the annual performance report/annual review process, and as part of the intervention process if applicable. The Coordinators of Community Schools, or other

ESC staff as assigned, will recommend modifications to the Contract and/or ESCCO Guidance/policies to ensure consistency with changes in law and regulations and Ohio's accountability system, and to support higher achievement in sponsored schools.

Examples of Technical Assistance:

Support Infrastructure & Communication

Site visits, monthly board meetings, compliance submissions, state report cards, needs assessment results, school monthly progress monitoring reports and annual performance reports/annual reviews assessing progress towards goals in the areas of <u>education</u>, governance, finance, and accountability are utilized to guide needed technical support.

Internally, there are two (2) coordinators of community schools at the ESCCO. Each person is the lead for his/her particular schools. The coordinators report to the Deputy Superintendent who then reports directly to the Superintendent. Quarterly meetings occur between the Deputy Superintendent and coordinators. Monthly reports covering the community school department are also given to the Deputy Superintendent. Additional meetings and presentations occur bringing in various organizational leaders and/or the governing board based upon what is being discussed. For example, the leadership team is brought together when reviewing academic accountability. For fiscal accountability, the treasurer or treasurer designee has access to the Epicenter online compliance system to review all fiscal documents monthly and meets with the coordinators as needed. For renewals, the coordinators present the review rubrics to the board.

If any concerns arise upon discussion with organizational leadership and/or the board, those are relayed to the schools via the coordinators. The Superintendent reports directly to the ESC Governing Board and he provides them with needed updates. The coordinators communicate with their assigned consultants at the Ohio Department of Education and they serve as key contacts when communicating guidance between the department and the school. In addition, coordinators serve as intermediaries when investigating complaints. They also assist the school in solving important encountered issues. The coordinators meet weekly to review the overall program. We encourage constant communication with our schools and report news immediately, answer questions as quickly as possible, and provide sponsor updates at meetings monthly. Contact information for the coordinators can be found here: Community School Sponsorship.

Professional Development

Each year the agency provides professional development to its community school staff as well as its sponsored schools. Internal training includes NACSA conferences and workshops, Ohio Department of Education trainings, reviewer trainings, and any workshops pertinent to supporting schools.

The ESCCO conducts a workshop specific to our community schools. We use surveys and discussions with the schools to guide us in the selection of each year's topic. ESCCO professional development is also made available to participating schools and can be accessed via the webpage.

Professional development links and news is sent weekly to all board members and school leaders through a specially designed resource, the "Weekly Wrap." The Weekly Wrap contains important news from ODE as well as updates on local, state, and federal legislation. In addition, we research and assist the schools on their specific needs and utilize the State Support Team as needed. Therefore, we combine in person, on-line, written, and oral communication to support schools.

Helpful Resource Links

Buckeye Charter School Boards, Inc.

Educational Service Center of Central Ohio

National Association of Charter School Authorizers

Ohio Department of Education – Office of Community Schools

State Support Team 11

Educational Service Center of Central Ohio

Community School Annual Review Rubric

Name of Spor	nsor				
Sponsor Cont	act				
Sponsor Cont	act Email Address				
Name of Com	munity School				
School Conta	ct				
School Addre	ess				
	none Number				
	ct Email Address _				
the school's pe The school's ra the school's ac the contract ter	ng a five (5) point surformance over multing for individual cademic, fiscal, and m will be attached	ultiple years/components components organization to this repor	contract term. of the performanchal/operational red	e framework that cord for multiple ye	summarizes
	Very Good	Fair	Poor	_	
5	4	3	2	1	
1. Epicen	ter Efficiency and	Accountab	ility		
Rate the 'on time' submission and correctness of required documents. Epicenter percentage on-time:					
5		4	3	2	1
Comments:					

2.	Technical Assistance, M	onitoring and	I Intervention		
	ne frequency and degree of (CAP's) or probationary not			ive any Corrective	Action
	5	4	3	2	1
Comm	ents:				
3.	Financial Plan				
Rate th	ne degree to which the scho	ool performed	its obligations note	d in the Financial	Plan.
	5	4	3	2	1
Comm	ents:				
4.	Enrollment				
Rate th	ne level of student retention	/transiency du	ring life of the cont	ract.	
	5	4	3	2	1
Comm	ents:				
5.	Governance/Organizatio	nal/Operation	nal		
Rate th	ne overall leadership of the	governing aut	hority and operatio	nal organization.	
	5	4	3	2	1
Comm	ents:				

6. Academic Accountability

How is the school performing in relation to the Educational Plan and Performance Framework?

How did the school say it would perform versus how it actually performed?

	nversation surrounding rep m the contract.	ort card data w	vill occur as well as	s Exhibit 4 and spr	eadsheet
	5	4	3	2	1
Commo	ents:				
7.	Contract Sufficiency (pe	r ORC section	3314.03)		
	vel of contract sufficiency - pdated to their standards.	ODE checklist	will be used to de	termine whether c	ontract has
Comm	ents:				
8.	Conclusion				
How is	the school performing in re	elation to the co	ontractual requirer	nents?	
Comm	ents:				
Areas	of Strength				
Areas	of Improvement				
Subsec	quent Actions				
Summa	ary of Performance Over C	ontract Term a	nd Prospects for I	Renewal	
	The school's annual perform discusses with the school's			enewal will be com	nmunicated



2080 CITYGATE DRIVE COLUMBUS, OH 43219 614.445.3750 | www.escco.org

Community School Transfer Proposal Cover Sheet and Directions

For Those Requesting Sponsor Transfer or Replication Sponsorship the ESCCO

Date:
Name of School:
Current Sponsor:
Contact Name of Sponsor:
Contact Phone Number of Sponsor:
Reason for Transfer Request or School Replicated:
School Grade Levels Served:
School Full Address:
Name of Person Submitting Proposal:
Phone Number of Person Submitting Proposal:
Superintendent's Name:
Superintendent's Phone Number:
Board President's Name:
Board President's Phone Number:
Directions:
Please complete this cover sheet and submit this page with a proposal addressing all areas of the attached matrix/rubric (click on all tabs and address academic, financial, and organizational areas). This proposal will be used to determine applicants who will complete the full transfer application. The matrix/rubric will be used to rate the application proposal.
Due:

Proposal Matrix (Transfer or Replicator)

Academic Performance Framework (K-12)

1. Is the school meeting acceptable standards according to the existing Ohio Local Report Card?

Achievement — Component

Possible Score	Rating	Definition	Score
3	Exceeds Standard	Overall Grade on Local Report Card equals A	
2	Meets Standard	Overall Grade on Local Report Card equals B or C	
1	Does Not Meet Standard	Overall Grade on Local Report Card equals D	
0	Falls Far Below Standard	Overall Grade on Local Report Card equals F	

Gap Closing – Annual Measurable Objectives (AMOs)

Possible Score	Rating	Definition	Score
3	Exceeds Standard	Gap Closing on Local Report Card equals A or B	
2	Meets Standard	Gap Closing on Local Report Card equals C	
1	Does Not Meet Standard	Gap Closing on Local Report Card equals D	
0	Falls Far Below Standard	Gap Closing on Local Report Card equals F	

Achievement – Performance Index (measures the test results of every student)

Possible Score	Rating	Definition	Score
3	Exceeds Standard	Performance Index on Local Report Card equals A	
2	Meets Standard	Performance Index on Local Report Card equals B or C	
1	Does Not Meet Standard	Performance Index on Local Report Card equals D	
0	Falls Far Below Standard	Performance Index on Local Report Card equals F	

Achievement – Indicators Met (measures the percent of students who have passed state tests)

2. Are students making expected annual academic growth compared to their academic peers?

Progress – Value Added Performance (Normal-Referenced Growth over (5) years of specific subgroups)

Progress-All Students

Possible Score	Rating	Definition	Score
6	Exceeds Standard	Value Added Index equals A	
4	Meets Standard	Value Added Index equals B or C	
2	Does Not Meet Standard	Value Added Index equals D	
0	Falls Far Below Standard	Value Added Index equals F	

Progress - Students with Disabilities

Possible Score	Rating	Definition	Score
3	Exceeds Standard	Value Added Index equals A	
2	Meets Standard	Value Added Index equals B or C	
1	Does Not Meet Standard	Value Added Index equals D	
0	Falls Far Below Standard	Value Added Index equals F	

Progress – Students in the Lowest 20 percent of Achievement Statewide

Possible Score	Rating	Definition	Score
3	Exceeds Standard	Value Added Index equals A	
2	Meets Standard	Value Added Index equals B or C	
1	Does Not Meet Standard	Value Added Index equals D	
0	Falls Far Below Standard	Value Added Index equals F	

K-3 Literacy Improvement-Helping Students who are reading below grade level

Possible Score	Rating	Definition	Score
3	Exceeds Standard	K-3 Literacy Measure equals A	
2	Meets Standard	K-3 Literacy Measure equals B or C	
1	Does Not Meet Standard	K-3 Literacy Measure equals D	
0	Falls Far Below Standard	K-3 Literacy Measure equals F	

3. Are students in the school progressing better than students in the Challenged District?

Comparison of Student Options-Overall Value Added Performance for All Students

Possible Score	Rating	Definition	Score
3	Exceeds Standard	Most Recent Value Added Index equals A	
2	Meets Standard	Most Recent Value Added Index equals B or C	
1	Does Not Meet Standard	Most Recent Value Added Index equals D	
0	Falls Far Below Standard	Most Recent Value Added Index equals F	

4. Are students graduating from high school?

High School Graduation Rates

Possible Score	Rating	Definition	Score
3	Exceeds Standard	Overall Graduation Rate equals A	
2	Meets Standard	Overall Graduation Rate equals B or C	
1	Does Not Meet Standard	Overall Graduation Rate equals D	
0	Falls Far Below Standard	Overall Graduation Rate equals F	

5. Is the school meeting mission-specific academic goals (prepared for success component grade; overall K-3; test results specific to school applying)?

Possible Score	Rating	Definition	Score
3	Exceeds Standard	School surpassed its mission-specific academic goal(s)	
2	Meets Standard	School met its mission-specific academic goal(s)	
1	Does Not Meet Standard	School did not meet its mission-specific academic goal(s)	
0	Falls Far Below Standard	School fell far below its mission-specific academic goal(s)	

Total Points Earned	0
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Financial Performance Framework

Near-Term Measures

1. Current Ratio: Current Assets divided by Current Liabilities

Possible Score	Rating	Definition	Score
2	Meets Standard	Current Ratio is greater than or equal to 1.1 or Current Ratio is between 1.0 and 1.1 and one-year trend is positive	
1	Does Not Meet Standard	Current Ratio is between 0.9 and 1.0 or equals 1.0 or Current Ratio is between 1.0 and 1.1 and one-year trend is negative	
0	Falls Far Below Standard	Current Ratio is less than or equal to 0.9	1

2. Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus

Depreciation Expenses)/365

Possible Score	Rating	Definition	Score
2	Meets Standard	60 Days Cash or Between 30 and 60 Days Cash and one-year trend is positive	
1	Does Not Meet Standard	Days Cash is between 15-30 days or Days Cash is between 30-60 days and one-year trend is negative	
0	Falls Far Below Standard	Fewer than 15 Days Cash	

3. Debt Default: Is the school able to meet its debt obligations or covenants?

Possible Score	Rating	Definition	Score
2	Meets Standard	School is not in default of loan covenant(s) and/or is not delinquent with debt service payments	
1	Does Not Meet Standard	Not applicable	
0	Falls Far Below Standard	School is in default of loan covenant(s) and/or is delinquent with debt service payments	

Sustainability Measures

1. Enrollment Variance: Sufficiency of revenues to fund ongoing operations

Possible Score	Rating	Definition	Score
2	Meets Standard	Enrollment Variance equals or exceeds 95% in the most recent year	
1	Does Not Meet Standard	Enrollment Variance is between 85-95% in the most recent year	
0	Falls Far Below Standard	Enrollment Variance is less than 85% in the most recent year	

2. Debt to Asset Ratio: Total Liabilities divided by Total Assets

Possible Score	Rating	Definition	Score
2	Meets Standard	Debt to Asset Ratio is less than 0.9	
1	Does Not Meet Standard	Debt to Asset Ratio is between 0.9 to 1.0	
0	Falls Far Below Standard	Debt to Asset Ratio is greater than 1.0	

Total Points Earned	0
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Organizational Performance Framework

Educational Program

1. Is the school implementing the material terms of the educational program as defined in the current charter contract?

Possible Score	Rating	Definition	Score
1	Meets Standard	The school implemented the material terms of the educational program in all material aspects and the educational program in operation reflects the material terms as defined in the charter contract, or the school has gained approval from the ESCCO for a charter modification to the material terms.	
0	Does Not Meet Standard		

Education Requirements

1. Is the school complying with applicable education Requirements?

Possible Score	Rating	Definition	Score
1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to education requirements, including but not limited to: • Academic program assurances • Instructional days or hours requirements • Graduation requirements • Promotion & acceleration requirements • Academic standards • State assessments • Implementation of mandated programming as a result of state or federal funding	
0	Does Not Meet Standard		

Students with Disabilities

1. Is the school protecting the rights of students with disabilities?

Possible Score		Definition	Score
2	Meets Standard	Consistent with the school's status and responsibilities as an LEA, the school materially complies with the applicable laws, rules, regulations and provisions of the charter contract (including IDEA, Section 504, & ADA) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to: • Equitable access and opportunity to enroll • Identification and referral • Appropriate development and implementation of IEPs and 504 Plans • Operational compliance including provisions of services in the LRE, and appropriate inclusion in the schools' academic program, assessments and extra-curricular activities • Discipline, including Due Process protections, manifestation determinations and behavioral intervention plans • Access to the schools' facility and program to students in a lawful manner and consistent with students IEPs or 504 Plans • Appropriate use of all available funding	

1	Meets Standard	The school is on an approved corrective action plan and is actively making progress to cure the deficiency.	
	with CAP		
0	Does Not Meet Standard		

English Learner (EL) Students

1. Is the school protecting the rights of English Learner students?

Possible Score	Rating	Definition	Score
1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to requirements regarding EL students including but not limited to: • Equitable access and opportunity to enroll • Required policies related to the service of EL students • Compliance with native language communication requirements • Proper steps for identification of students in need of EL services • Appropriate and equitable delivery of services of identified students • Appropriate accommodations on assessments • Exiting of students from EL services • On-going monitoring of exited students	
0	Does Not Meet Standard		

Financial Reporting and Compliance 1. Is the school meeting financial reporting and compliance requirements?

Possible Score	Rating	Definition	Score
1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to: • Complete and on-time submission of financial reports including annual budget, revised budgets, periodic financial reports as required by the authorizer, and any reporting requirements if the board contracts with an education service provider (ESP)	

		 On-time submission and completion of the annual independent audit and corrective action plans, if applicable All reporting requirements related to the use of public funds 	
0	Does Not Meet Standard		

Financial Management and Oversight

1. Is the school following Generally Accepted accounting Principles (GAAP)?

Possible Score	Rating	Definition	Score
1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to: • An unqualified audit opinion • An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses • An audit that does not include a significant going concern disclosure in the notes or explanatory paragraph within the audit report	
0	Does Not Meet Standard		

Governance Requirements

1. Is the school complying with governance requirements?

Possible Score	Rating	Definition	Score
1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to: • Board policies, including those related to oversight of an education service provider (ESP), if applicable • Board Bylaws • Board Training • Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancelation notices, and starting on time	

		 Code of Ethics Conflicts of Interest Board composition and/or membership rules Compensation for attendance at meetings 	
0	Does Not Meet Standard		

Management Accountability

1. Is the school holding management accountable, is applicable?

Possible Score	Rating	Definition	Score
1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the oversight of school management, including but not limited to: • Maintaining authority over management • Holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP • Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement	
0	Does Not Meet Standard		

Students and Employees

1. Is the school protecting the rights of all students?

Possible Score	Rating	Definition	Score
1	Meets Standard	 The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the rights of students, including but not limited to: Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment) The collection and protection of student information Due process protections, privacy, civil rights, and student liberties requirements including First Amendment protections and the prohibition 	

		of public schools from engaging in religious instruction Conduct of discipline	
0	Does Not Meet		

2. Is the school supporting its attendance goals?

Possible Score	Rating	Definition Score		
1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to attendance goals by, including but not limited to: Reducing truancy Incentives Promoting daily student attendance Promoting student retention Counseling parents		
0	Does Not Meet Standard			

3. Is the school meeting teacher and other staff credentialing requirements?

Possible Score	Rating	Definition	Score
1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to State certification requirements and Federal requirements.	
0	Does Not Meet Standard		

4. Is the school respecting employee rights?

Possible Score	Rating	Definition	Score
1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations, including those relating to FMLA, ADA, employment contracts	
0	Does Not Meet Standard		

5. Is the school completing required background checks?

Possible Score	Rating	Definition	Score
1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to background checks of all applicable individuals.	
0	Does Not Meet Standard		

6. Is the school complying with facilities and transportation requirements?

Possible Score	Rating	Definition	Score
1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the schools' facilities, grounds and transportation, including but not limited to: • Americans with Disabilities Act (ADA) • Health and Safety Inspections (Fire, Health, etc.) • Certificate of Occupancy • Liability Insurance Coverage • Student Transportation	
0	Does Not Meet Standard		

7. Is the school complying with health and safety requirements?

Possible Score	Rating	Definition	Score
1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to: • Nursing services and dispensing of medication to students (screenings, logs, policies) • Food Service Inspections • Health and Wellness requirements • Other services	

0	Does Not	
	Meet	
	Standard	

8. Is the school handling information appropriately?

Possible Score	Rating	Definition	Score
1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the handling of information, including but not limited to: • Maintaining the security of and providing access to student records under FERPA and other applicable authorities • Accessing documents maintained by the school under the state's Freedom of Information Law and other applicable authorities • Transferring of student records • Proper and secure maintenance of testing materials	
0	Does Not Meet Standard		

Additional Obligations

1. Is the school complying with other obligations?

Possible Score	Rating	Definition	Score
1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract that are not otherwise explicitly stated herein, including but not limited to requirements form the following sources: • Revisions to State Charter Law • Intervention requirements by sponsor • Intervention requirements by the Ohio Department of Education • Requirements by other entities to which the charter school is accountable	
0	Does Not Meet Standard		

Total Points Earned

Rubric Calculation

Category	Points Earned in Category	Maximum Points in Category	% Score in Category	Weight of Category	Final Calculation
Academic		33	%	50%	%
Financial		10	%	25%	%
Organizational		19	%	25%	%
TOTAL					%

Overall Proposal Rating

Rating	Definition	Decision - Next Step
Exceeds Standard 85% or more of Total Points	Highly Recommended to continue process	
Meets Standard 75-84% of Total Points	Recommended to continue process	
Does Not Meet Standard <75% of Total Points	Stop Process	



<u>Application for New Community Schools, Replicators,</u> and Schools Seeking a Change in Sponsor

Application Timeline

Some flexibility on the timeline may be permitted for those trying to replicate a successful school or a current successful ESCCO Operator is applying for a new school to be sponsored. All schools will begin the planning process at least 9 months in advance.

- $1^{-1}/_2$ 2 Years Prior to Potential School Opening: The applicant starts communicating with the Sponsor and a vetting process occurs to determine what is planned for the organizational, governance, financial, and academic sustainability of the school. During this time, the Operator of the proposed school is vetted to determine if he/she has been affiliated with any other charter schools and if any of them have closed. It will also be determined if the applicant is leaving another sponsor, and if so, for what reason. The applicant will be judged on their capacity to operate a new school and to communicate the need for their type of targeted student population.
- $1^{1/2}$ 1 Year Prior to Potential School Opening: Applicants submit an application for sponsorship (application in Appendices). The application is scored based on a rigorous rubric, both internally and externally (rubric in Appendices along).

September 30th of the Year Before the Potential School Opening: Deadline for applications.

October of the Year Before the Potential School Opening: Applications results are reviewed with the ESCCO Governing Board requesting approval to pursue talks and interviews with qualifying applicants.

November – December of the Year Before the Potential School Opening: Applicants are notified of application results and selected applicants are invited to the ESCCO for an interview with Sponsor leadership (Superintendent/Deputy Superintendent, Treasurer, & Community School Coordinators). Interview questions will reflect the submitted application, current legislative requirements, and the commitment and capacity of the applicant to show sustainability in the areas of education, governance/operational, finance, and accountability (legal compliance) for its targeted population. Interview results will be shared and a preliminary agreement will be offered to the new school. Technical assistance will ensue and deadlines for preliminary agreements and potential sponsorship contracts will be communicated.

For transfer and replicator applicants, a proposal will be submitted first and if accepted, an application for sponsorship may be completed. This is the same application for new schools.

Throughout the process communication is constant between the potential school, the ESCCO and the ESCCO Governing Board.

Community School Sponsor Transfer OR Replicator Application

(To be completed only after successful proposal)

Directions: Please complete this application on this electronic template and attach electronically) any needed supporting documents after you have been notified that your proposal has been accepted for full application. Please contact a Community School Coordinator: Sophia Speelman (sophia.speelman@escco.org) or Robb Gonda (robb.gonda@escco.org), with questions. All timelines and any additional requirements will be completed with the applicant point of contact. Due dates are determined by when your application cycle began. Timeline will be the same as stated on the website and in the community school guidance document for new applications. Depending upon the circumstances, process will remain the same, but timeline could be adjusted. Thank you for your interest!

the current sponsor and ap This application and the in	process for a transfer/replication school, an interview with oplicant as well as school visit/site visit will be scheduled. formation from the proposal application and rubric will be on for the visit and interview.
Section I. Date of Submission:	
Name of school:	
Address:	
Phone:	Fax:
Grades served:	Enrollment:
Number of locations:	IRN
Current sponsor:	
Superintendent:	
Phone:	
Email:	
Treasurer:	
Phone:	Cell (if different):
Email:	
Governing Board President: _	
Phone:	Cell (if different):
Email:	

Please state the reasons why the school is applying to another sponsor:
·
Enrollment by grade including student numbers:
Enrollment projection by grade and number of staff at each grade:
20 20 :
20 20 : 2020 :

Describe the staff make-up of the school such as positions (licensed and support staff) and the number at each position.

SECTION II.

Academic Performance

What are the academic goals in your current sponsor contract and how has the school met or made progress towards these goals?

Explain the strategies that are in place to ensure that students with special needs are provided an opportunity and reasonable accommodations to meet their individualized academic goals. This includes English Learners (EL).

Provide any relevant data used to analyze student level or school-wide progress towards academic goals. Include formative or summative test scores as well as the name(s) of the test(s) — past three years.

Provide status on the Local Report Card for the past three (3) school years.

SECTION III.

Financial Solvency

Discuss the school's financial controls and procedures for the management of financial resources.

Attach a copy of the most recent independent audit with any findings, as well as, how they were addressed.

Attach a copy of the most recent 5-year forecast.

Will the school's facilities meet the needs of the school for the next 5 years?

Describe the school's current leasing or purchasing situation and include the monthly ental/mortgage payment.
SECTION IV.
Business Plan
Discuss the board's business plan.
SECTION V.
Marketing Plan
Discuss the board's marketing plan.
SECTION VI.
Governance
Please list all board members and the length of time served.
Describe how Sunshine/Public Notices are provided for all public meetings.
Describe the composition of the board and its structure. Are there any parents of students on the board?
Have all members completed the required Open Meetings Training?
SECTION VII.
Enrollment
How does a student enroll in the school? Please include copies of forms and/or applications.
SECTION VIII.
School Safety
Provide a copy of the schools' safety plan
Provide a copy of the school's student handbook
Provide a copy of the discipline policy
Provide a copy of the most recent health and fire inspections
SECTION IX.
Additional Documentation
Provide copies of this school year's board minutes

	Provide copies of last two sponsor site visit/compliance reports
	Provide any commendation letters, deficiency letters, and/or corrective action plans given by sponsor
Int	ernal Use – Upon Successful Submission and Committee Review:
	Document discussion comments:
	Document anything missing:
	Recommendations:
	Follow-Up with Applicant:
	Interview Questions – Use information from Proposal and Application:
	When Interview is to occur:



For Office Use Only	
Date Received:	

Applicatio	n Date:			
Communi	ty School Develop	ment Team:*		
Name			Area of	Expertise
1)				
2)				
·)				
l)				
2)				
Contact D	eveloper:	First	Middle	Last
		1 1130	Wilddie	Lust
Address:	Street / PO Box	-	City	Zip Code
	Telephone			Fax
	Email Address			

^{*} For each individual listed on the development team, include current contact information on the resume or vita.

Proposed Community School Name:		

County in which the Proposed Community School will be located:

GENERAL INSTRUCTIONS

Staff employing a weighted rubric will review the application submitted. A recommendation will be made to the Educational Service Center of Central Ohio Superintendent and finally to the ESCCO Governing Board.

THE COVER SHEET

<u>Before</u> filling in the information on the cover sheet provided in this packet, please make a number of copies for use as a master copy. Having a number of these copies on hand will allow the development team to submit changes to the ESC of Central Ohio if the team personnel or contact information changes during the application period.

Contact Developer – The contact developer is the person who is coordinating on behalf of the development team and should be the person who will be the easiest for the ESC of Central Ohio staff to reach over the period of the next several months.

While some developers will rely on the expertise of school management firms to manage their proposed community schools, the Preliminary Agreement is between the Educational Service Center of Central Ohio and the development team members. Therefore, the contact developer should not be an employee of the school management firm, but should be one of the development team members.

Community School Development Team – The development team listed should be limited to those individuals who will be consistently involved in the work to establish this new community school. For each person listed in this section, the ESC of Central Ohio will have to keep a current Bureau of Criminal Investigation (BCI) report on file. For these purposes, "current" is defined as within one year of the date of application. Resumes with current contact information for each individual are required to make up the final section of this application.

Development Team Resources (Donated/Purchased Services Providers) – The second tier of individuals are those who will be available to augment the expertise of the development team. Also, note that the area of expertise is required for each person listed in this section. Since these individuals are service providers to the team, no BCI reports are needed. Resumes with current contact information for each individual are required to make up the final section of this application.

Proposed Location of Community School

This link provides access to the most recent list of Challenged Districts in Ohio.

Outline of the Application

The community school application should be organized in the following order and include the following parts:

Part I: STUDENT PROFILE – Include in the following order:

- A) Age/Grade level(s) of the school's intended students.
- B) Student enrollment per age/grade, number of certified staff, teacher-student ratio.
- C) The rationale for targeting this student population.
- D) Student attendance area.
- E) Type of school intended.
- F) Local market research data.
- G) The proposed role of parents.
- H) Special needs students, services and supports.
- I) Student transportation.

COMPLETING THE STUDENT PROFILE

In addition to the bullets listed in the outline, clarifying details are listed below to aid the applicant in presenting the information required.

A) Age/Grade level(s) of the school's intended students.

- 1. Project this information over the first five years of the school's operation.
- 2. If un-graded programming or multi-aged groupings are intended, indicate the intentions of the development team.
- 3. Student enrollment per class, number of certified staff, teacher-student ratio. Make these projections for each of the first five years of the school's operation. Indicate the development team's rationale for these demographic choices. The rationale provides initial background on the match of student numbers with resources. Present the material in the following format:

	Grades	Students	Certified Staff	Ratio
Year 1	K	30	2	1:15
Year 2	K-1	60	4	1:15
Year 3	K-2	90	6	1:15
Year 4	K-3	120	8	1:15
Year 5	K-4	150	10	1:15

C) *The rationale for targeting this student population* – What is the basis of the development team's rationale for the demographic choices made in this application. The

rationale provides initial background on the match of students with the resources of the team.

- D) **Student Attendance Area** According to Ohio laws, newly created new start-up community schools must be started or located in <u>challenged districts</u> only. Include your rationale for determining that this particular attendance area is appropriate for your school. Why is a new school needed in this attendance area?
- E) *Type of School Intended* Ohio Revised Code 3314.06 allows for two general types of community schools: The General Population School and the At-risk School. Within the general population school, the only sorting of applications allowed during the enrollment period is conducted to identify those students who are qualified by residence to attend the school and those who are not. A second sorting is permitted in graded schools to sort students according to the grade level.

The At-Risk School is intended to serve a defined at-risk student population. The developers of the school have the responsibility to provide in the contract with their sponsor the definition of at-risk to be used and the criteria that will be uniformly used to determine whether students fit the profile. In the case of the at-risk community school, any student applications that do not meet the publicly-stated criteria can be rejected for admission.

- F) Local Market Research Data What is the evidence that there is a market for your team's school concept? Provide local market research data leading you to believe that parents will choose to send their children to the proposed community school. **It is insufficient to state that dissatisfaction with the urban or emergency district will bring students to your school.
- G) Role of Parents State the philosophy of the development team regarding the role of parents in the proposed community school. The choice of enrolling their children in a community school is optional for parents, and there is a broad range of beliefs in the educational reform movement regarding an optimum or realistic role of parents in the education of their children. What does your development team intend to do to attract parents and to keep their support for the proposed school?
- H) **Special Needs Services and Supports** Provide an outline of the service model intended to serve students with special needs including those with disabilities, Limited English Proficiency and those who may be gifted/talented. Include percentages of the student population projected in each type of need and the rationale for the percentages stated.
- I) Student Transportation Outline your approach to the transportation of your proposed school's students. Be advised that community school student transportation statutes have been changed in HB 282. Review these changes and check with the students' native districts on their transportation policies. Account for the whole attendance area intended for the proposed community school.

Part II: THE EDUCATIONAL PROGRAM – Include in the following order:

A) The Mission and Vision Statement.

- B) Exit Goals.
- C) Curriculum.
- D) Instructional Design.
- E) Student Assessment System.

PRESENTING THE EDUCATIONAL PROGRAM

- A) *The Mission / Vision Statement* Should be meaningful, clear, measurable, and balanced between breadth and brevity.
- B) *Exit Goals* Should be clear, measurable, aligned with the mission statement and they should support the students' transition to their next school setting.
- C) *Curriculum* Identify the curriculum to be used and cite the research base supporting your decision to use it with the student population you projected.
- D) *Instructional Design* Identify the delivery model that will be used and cite the research base that supports your decision to employ it with the student population projected.
- E) **Student Assessment System** Include your plans for the implementation of Ohio required testing, and required diagnostics/assessments.

Part III: MARKETING/PRE-BUSINESS PLAN – Include in the following order:

- A) The Marketing Plan.
- B) Plans for financing the school through the planning stages.
- C) Plans for financing the school on an ongoing basis when it has opened.

PRESENTING THE MARKETING AND PRE-BUSINESS PLAN

- A) **The Marketing Plan** Outline the plan for marketing the school to the local community and provide the data indicating that this new venture is feasible.
- B) **Planning the Finance Stage** Cite the primary sources of support for the financing of the planning stage with a round figure per each source.
- C) **Planning the Early Operation Stage** Cite the sources of support for the continuing operation of the proposed community school with a rough estimate per each source.

Part IV: GOVERNANCE AND MARKETING PLAN – Include in the following order:

A) Governing Board Table of Organization.

- B) Plans for Parental and Community Involvement.
- C) Preliminary Design of School Management to encompass:
 - 1. Pupil Services.
 - 2. Human Resources/Staffing Plan.
 - 3. Faculty Recruitment, Retention, and Professional Development.

PRESENTING THE GOVERNANCE AND MANAGEMENT PLAN/STRUCTURES

- A) **Governing Board Organization** State initial thoughts on the overall structure of the governing authority of the proposed school and how it will relate to the not for profit that will be established as part of this chartering process. These thoughts may also extend to the roles of officers, trustees, and standing committees.
- B) **Parental and Community Involvement** Referring back to the statements of beliefs regarding the involvement of parents and members of the local community in the education of the proposed community school students, how (if at all) will the school involve the parents and wider community in the governance of the school?
- C) **School Management** How will the school's governing authority provide for the management of the school? Include the following: pupil services, human resources/staffing, faculty recruitment, retention, and professional development.

Part V: SCHOOL ACCOUNTABILITY – Include in the following order:

- A) The alignment of parts of the educational program
- B) The current Ohio Department of Education Testing Program
- C) Other indicators of student performance
- D) Indicators of overall school success

PRESENTING THE SCHOOL ASSESSMENT AND ACCOUNTABILITY PLAN

The sponsor, throughout the life of a community school contract, will ask the following questions: To what extent is the community school an academic success? To what extent is the community school a viable entity? To what extent is the community school faithful to its charter (contract)?

It is, therefore, advisable to keep those questions in mind when designing the assessment and accountability plan for the proposed school. The following items should be included:

- A) *Internal Alignment of Educational Program* Provide a short narrative describing the alignment of the components of the educational program.
- B) **Student Assessment Program** The community school statutes require that all community schools participate in the current Ohio Testing program, but do not limit the schools to only that program. What parts of the program are appropriate to your school? What other means will

the program include to assess students in off-proficiency years? Be sure to discuss the extent to which the other indicators of student performance align with the content of Ohio's current statewide testing program outcomes. How will the school program assure the validity and reliability of portfolio and other types of qualitative assessments?

C) Other Indicators of School Success – Discuss what other indicators will be used to measure the success and viability of the proposed community school. When considering the question regarding the faithfulness to the charter, what aspects of the school should be considered other than student performance data?

Part VI: DEVELOPMENTAL TIMELINE/CAPACITY TO EXECUTE PLAN

What are the specific events or steps (listed in sequence appropriate for your team) that have to occur between the date of application and the opening of the proposed community school? Include anticipated completion dates for each item. Include at least the following:

- Local community support research.
- Mission, vision, and purpose
- Mission-Specific goals and objectives.
- Educational program (curriculum).
- Governance Board Policies set in compliance with community school statutes and published.
- Admission policies set in compliance with community school statutes and publicized.
- Pupil achievement standards.
- Student Handbook written and available.
- Assessment and Accountability Plan.
- Employment Policies written in a staff handbook and available.
- Budget/Fiscal Viability
- Equipment needs and purchases.
- Support Services (arrangements for transportation, food services, etc.).
- Staffing Plan
- Health and Safety Inspections (before students may enter).
- Student rights and responsibilities.
- Facility (Lease or Title), insurance, and approval from local zoning commission. Any facilities not ready, will result in the opening of the school to be postponed to the following school year.

Part VII: CONCLUDING STATEMENT – Writing a summary and conclusion.

This paragraph should focus on what makes this proposed school a high quality program, one that is innovative and worthy of replication.

APPENDICES: RESUMES AND DELIVERABLES – Include the following:

Resumes or curriculum vita of <u>each</u> of the proposed community school's developers.
 (Include the contribution each will make in the form of a list of deliverables expected from each.)

- Resumes and contract information of the individuals who will provide resources beyond
 the expertise of the development team. Include a list of the deliverables each will
 provide toward the development of the proposed community school.
- Verification of background checks and no findings for recovery.

GENERAL INSTRUCTIONS

Length of Application — This application (except for the cover page and the resumes to be attached) should be no longer than 15 single-sided pages.

Format – The application can be single-spaced. Number all pages after the cover page and include the date of the application in either the header or the footer as well as on the cover page.

Language – This application is intended to communicate primarily at the concept level. Do not include programmatic details at this time or educational jargon.

Number of Copies and Address – Send one original and four (4) copies to:

Educational Service Center of Central Ohio Attn. Community Schools Department 2080 Citygate Drive Columbus, OH 43219

Timeframe and Notification – Through the course of the calendar year, allow approximately one week for a letter acknowledging receipt of the application and allow two to four weeks for a letter which will either request an interview or will inform the development team that the application will not go forward to the interview phase.

Educational Service Center of Central Ohio

New Community School Application Rubric

Na	Name of Community School								
County Located									
Co	ontact Person _								
Ad	ldress Street		City	S	tate	Zip			
Те	elephone Numb	per ()							
Co	ontact Person E	Email Address:							
Community School Application - Rubric Applications are considered using a five (5) point scale as found below. Please circle the score which best represents the composite score for the section(s) referenced. Use the space in each section to provide additional comments. For detailed descriptions of what is expected, use the ESCCO application with the rubric. Excellent Very Good Fair Poor Not Evident									
	Excellent 5	·			Not Evident				
1	5	Very Good	Fair	Poor					
1.	5 Cover Sheet	Very Good 4	Fair 3	Poor 2					
	5 Cover Sheet 5	Very Good 4 4	Fair 3	Poor 2	1	1			
	5 Cover Sheet 5	Very Good 4	Fair 3	Poor 2	1	1			
Rat	5 Cover Sheet 5 te the overall co	Very Good 4 4	Fair 3 3 ver sheet include	Poor 2 2 ding the following	1	1			
Rat Nar	5 Cover Sheet 5 e the overall come, resume an	Very Good 4 ompletion of the co	Fair 3 ver sheet include e developer. (Poor 2 ding the following /es or no)	1 g and other iter	1			

2.	Student Profil	е								
	5	4	3	2	1					
	Rate the completion of the Student Profile including these nine (9) elements. Rate each item and provide an overall rating above.									
	Age/grade level(s) of students.									
	Student enrollment per age/grade, number of licensed staff, teacher-student ratio for the first five (5) years of the school's operation.									
_	Rationale for targeting this student population. Demographics and match of students with the resources of the team.									
	_ Student attend open.	dance area and trac	ditional school dis	strict within which pro	oposed school is to					
	_ Type of schoo	l intended: General	Population or A	t-risk						
	_ Local market r	esearch data prese	ented to justify a	market for the school	ol concept.					
	_ The proposed	role of parents – W	hat will be done	to attract parents ar	nd keep their support?					
		students, services s, EL, and Gifted/T		Provided outline of s	ervices for students					
	_ Student transparea.	oortation – Approac	h to the transpor	tation of students for	entire attendance					
Сс	mments:									
2	Educational D									
ა.	Educational P	•	_							
	5	4	3	2	1					
	ite the compone ove.	nts of the educatior	nal program. Ra	te each item and pro	vide an overall rating					
		ision statement – M measureable, aligr	•	ureable, clear and bastatement.	alanced Exit					
		Curriculum identified ation projected.	d along with the	research supporting	this decision for the					
	_ Instructional D	esign – Identified d	lelivery model to	be used and resear	ch to support it.					

		ssessments, i.e., k	•	ion of Ohio testing ar iness, Third Grade G	•
Co	mments:	· 			
4.	Marketing and	l Business Plan			
	5	4	3	2	1
		g and Business Pla	an. Rate each ite	em below and provide	e an overall rating
<u>—</u>				narket research to be ne school venture.	used for local
	_ Primary sourc	es of support cited	I for planning stag	ge with dollar amoun	ts noted.
	_ Cited sources	of support for con	tinued operation	of the school with am	nounts noted.
Сс	mments:				
_					_
5.	Governance	nd Management	Structures		
J.	5	4	3	2	1
D					-
	ite the Governar ove.	nce and Marketing	Plan. Rate eacr	n item below and prov	vide an overali rating
				e of the governing au I as part of this charte	
		Community Involve		how the school will hool.	involve parents and
	management	gement – Identified of the school inclu fing plan, and prof	ding: pupil servic	ing authority will proves, human resources ment.	ride for the s, faculty recruitment
Сс	mments:				

6. School Assessment and Accountability

5	4	3	2	1					
Rate the School Assessment and Accountability Plan. Rate each item below and provide an overall rating above.									
Internal Alignment of Educational Program – Provided a narrative describing the alignment of the components of the educational program.									
Student Assessment Program – Identified the parts of the state testing program the school will participate in; identified other means of assessing students each year; and identified how the school will assure the validity and reliability of portfolio and other types of qualitative assessments.									
Other Indicators success and via			ndicators will be used	d to measure the					
Comments:									
7. Developmental 5	Timeline/Capac	city to Execute	2	1					
Rate the developmental timeline provided by the school with events needing to occur between the date of application and the opening of school along with completion dates. Indicate below if each item is included in the timeline, then provide an overall rating above.									
Local community sup	port research (Yes or no)							
Mission, vision, and	purpose (Yes or	· no)							
Mission Specific goals and objectives (Yes or no)									
Educational program	with curriculum	(Yes or no)							
Governance policies	set and publishe	ed (Yes or no)							
Admission policies se	ot (Voc or no)	Governance policies set and published (Yes or no)							
Pupil achievement standards (Yes or no)									

Rate community so and/or administrate		3	of potential governing	g authority members 1
9. Stakeholders Rate community stand/or administrate	ors?	_		
9. Stakeholders Rate community so		ment/knowledge	of potential governing	g authority members
Comments:				
Comments:				
5	4	3	2	1
8. Developer Rate the develope	r's knowledge and	involvement with	n the proposed schoo	l?
	will be delayed un			
-		·	oning commission (b	y June 15 or the
·	responsibilities (Ye	•		
	Inspections (Yes o	or no)		
Staffing (Yes or no	-	,	()	,
Support Services a		,	nsportation, etc. (Yes	or no)
• •	and purchases (Ye	es or no)		
Equipment needs	•			
Budget (Yes or no))			

10. Concluding Sta	atement			
5	4	3	2	1
	d one that is inno		hat makes the propo of replication. Do th	osed school a high ney have the capacity
Comments:				
11. Instructions				
5	4	3	2	1
Rate the degree to	which instruction	s were followed ir	the completion of th	ne application.
Comments:				
Overall Comments	Regarding Applic	cation:		
Total Score, Items	1-11		Highest Possible So	core = 55 (11 x 5 = 55
Indicate the Followi	ng:			
Recommend	d for further consi	deration		
Do Not Reco	ommend			
Signed				
Date				

12. Conflict of Inter	ost			
12. Commet of inter	esi			
5	4	3	2	1
Rate the developer's	response to co	onflict of interest.		
interest? This would	include such th	ings as nepotism	oing to assure that the in hiring practices, nobjective admittance	epotism in contracts
Comments:				
13. State Accounta	bility			
5	4	3	2	1
Rate the developer's	response to sta	ate accountability	. (May have been a	ddressed in #6)
			ccountability measu will you hold your a	
Comments:				
14. Security Protoc	ol			
5	4	3	2	1
Rate the developer's	s response to te	st security protoco	ol assurances.	
Comments:				

The following must be addressed in interviews:

Post interview final recommendation:			
Continue to Recommend for Sponsorship			
Do Not Recommend			
Signed			
Date.			

Educational Service Center of Central Ohio

Community School Application

Renewal Process

The purpose of the renewal process is to give guidance to both sponsor and operator of expectations set by the Educational Service Center of Central Ohio (ESCCO) Board of Education. All contracts executed by the ESCCO Board of Education will have a description of legal requirements. Additional requirements defined by the sponsor will be documented in the contract and available for review. The evaluation of the contract renewal application is based on multiple sources of evidence collected over multiple years. A scoring rubric will be used to evaluate the application that includes an evaluation of the high stakes review results that align to the performance framework in the contract. Guidelines and protocols used for the evaluation methods as well as the time period under evaluation will be documented.

Renewal Timeline

<u>Each Year of The Contract</u>: The Sponsor is communicating to the school and board and monitoring education, governance, finance, and accountability via site visits, weekly written communications, compliance monitoring of documents through the Epicenter on-line compliance system, board meeting attendance, monthly fiscal reviews, and professional development. Throughout this process the ESCCO Governing Board is also updated on the process.

<u>Year Before Contract Expires</u>: Remind schools and their governing authorities that contract renewal applications are due September 30th of the year before their contract expires. This is done in visits, in letters, in emails, site reports, annual review, and during sponsor updates at board meetings.

October-December Prior to Expiration: Contract renewal applications reviewed internally and externally. A High Stakes Review occurs during the application process for renewal.

The application is scored based on a rubric and results shared with ESCCO board and community school board (rubric in appendices).

<u>January 15th</u>: Non-renewable schools need to be notified by this date. Communication has been transparent throughout and they should be aware if this is coming.

<u>January-February</u>: Renewable schools will work with the sponsor for statutory updates and modifications to the contract. Timelines will be communicated with a goal of having the contract renewed by April of the expiration year officially by both boards explaining the need to go over contract submissions and review the rubrics together. Coordinators will independently complete rubrics for each contract and then meet to discuss and complete a combined rubric (attached).

June of Contract Expiration: Approved contract sent to ODE

Community School Renewal Protocol

ESCCO staff will review renewal applications according to the attached Renewal Application Evaluation Rubric, which in turn aligns to the ESCCO's performance framework. These reviewers will make evidence-based decisions, including the gathering and maintaining of documents and data that constitute such evidence. The rubric includes both academic and non-academic (financial and organizational/operational) measures. The measures incorporate student achievement data from multiple years and over the term of the contract, financial audits, site visit reports, and other items as described throughout the rubric. Consideration of contract renewal, including interpretation of the rubric items and whether the community school has fulfilled certain obligations, is at the sole discretion of the ESCCO. The reviewers will complete the rubric, assigning an overall rating and a corresponding renewal decision as described in the appropriate table. For example, to be considered for a three-year renewal, the community school must receive more than 75% of the possible points on the rubric.

Community School Contract Renewal Application

Name of School:			
Mailing Address:			
School IRN Number:			
Phone Number:			
Fax Number:			
Grades served:			
Number of locations:			
Superintendent:			
Phone Number:			
Fax Number:			
Email Address:			
<u>Treasurer</u> :			
Phone Number:			
Fax Number:			
Email Address:			
Governing Board Presider	nt:		
Address:	_		
Phone Number:			
Email Address:			
	Phone Number	Email Address	
	_		_

Section I

Provide the enrollment and staff projections for the <u>past five years as well as your projections for the next three.</u>

	<u>Enrollment</u>	Number of Staff Members
Past 5 Years		
Next 3 Years	Enrollment Projections	Staff Member Projections

• Include any important information related to possible discrepancies in numbers such as adding grade levels, removing grade levels, changing buildings, etc.

Section II

Academic Performance – Include data reflecting the last 3 school years.

- Describe how the Charter School has met or made reasonable progress towards initially established goals defined in the current contract. If the Charter School's goals were revised; discuss why and how the modified goals provided a better fit with the overall mission of the Charter School. Concise explanations should be supported by quantifiable data and a brief narrative whenever possible.
- Provide any other relevant data used to analyze and interpret student level, student cohort, and school-wide progress towards academic goals. Include summative and formative test scores or other tasting outcomes. Please include names of test as well as dates administered. Please be clear in the metrics reported (e.g. "2.3 years of growth in reading measured by the DRA" and not just a score of 2.3). Examples of tests and other relevant normed data can include state tests, grade level dependent tests such as KRAL, diagnostics for Third Grade Guarantee, MAP, PSAT, SAT, ACT, etc.

Include rationale for using that particular test

- Provide status on the State Report Card referencing all measures and indicators over multiple years.
- Explain the strategies that are in place to ensure that students with special needs (i.e. students who have IEP;s, students who have Section 504 Accommodation Plans, those at risk of failure, and/or those not making reasonable progress and are provided an opportunity and reasonable accommodations to meet their individualized academic goals. This includes English Learners (EL).

Section III

Financial Solvency

- How frequently are the school budget and financial records reviewed by the Governing Board?
- Discuss the school's financial controls and procedures for the management of financial resources.
- Attach a copy of the most recent independent audit with any findings as well as how they were addressed.
- Attach a copy of the most current 5 year forecast.
- Does the Charter School allocate and commit resources in ways that ensure it achieves its mission? Please offer documentation or describe how the resources have been used or leveraged to further the school's mission.
- Will the school's facilities meet the needs of the school for the next 5 years? Describe your current leasing or purchasing situation and include your monthly rental/mortgage payment.

Section IV

Governance

- Please list all board members and the length of time they have served.
- Describe how the Sunshine/Public Notices are provided for all public meetings.
- Describe ethics/open meetings/Sunshine Law training for board members. How are new board members on boarded to this process?
- Describe the composition of the board and its structure. Are any parents on this Board?

Section V

Enrollment

- How does a student enroll at the Charter School? Please include copies of forms/applications.
- Describe the waiting list and how it is administered?
- Describe how board evaluates/achieves racial and ethnic balance.

Section VI

Additional Documents

- Provide a copy of your most recent Site Visit Report.
- Provide a copy of your most recent status report on corrective action plan (if applicable).
- Provide a copy of your most recent Annual Review

HIGH STAKES REVIEW

Contract Renewal Application Scoring Rubric (To be adapted to meet sponsor quality review.)

Contracts Expiring: June 30,	
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ACADEMIC PERFORMANCE FRAMEWORK: K-12 – Based upon performance over term of the contract including multiple years and measures of achievement.

1. Is the school meeting acceptable standards according to the Ohio Local Report Card?

Overall School Grade/Rating Begins 2018

Score	Possible	Rating	Definition
	Score		
	4	Exceeds Standard	Overall Grade on Local Report Card equals (A) or (B)
	3	Meets Standard	Overall Grade on Local Report Card equals (C)
	2	Approaching Standard	Overall Grade on Local Report Card equals (D)
	1	Falls Far Below Standard	Overall Grade on Local Report Card equals (F)

Gap Closing – Annual Measurable Objectives (AMOs)

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Gap Closing on Local Report Card equals (A) or (B)
	3	Meets Standard	Gap Closing on Local Report Card equals (C)
	2	Approaching Standard	Gap Closing on Local Report Card equals (D)
	1	Falls Far Below Standard	Gap Closing on Local Report Card equals (F)

Achievement – Component Grade

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Achievement Component Grade on Local Report Card equals (A) or (B)
	3	Meets Standard	Achievement Component Grade on Local Report Card equals (C)
	2	Approaching Standard	Achievement Component Grade on Local Report Card equals (D)
	1	Falls Far Below Standard	Achievement Component Grade on Local Report Card equals (F)

Achievement – Performance Index (measures the test results of every student, not just those who scored proficient or higher. (For dropout recovery schools, rated on high school test passage rating.)

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Performance Index on Local Report Card equals (A) or (B)
	3	Meets Standard	Performance Index on Local Report Card equals (C)
	2	Approaching Standard	Performance Index on Local Report Card equals (D)
	1	Falls Far Below Standard	Performance Index on Local Report Card equals (F)

Achievement – Indicators Met (measures the percent of students who have passed state tests)

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Indicators Met on Local Report Card equals (A) or (B)
	3	Meets Standard	Indicators Met on Local Report Card equals (C)
	2	Approaching Standard	Indicators Met on Local Report Card equals (D)
	1	Falls Far Below Standard	Indicators Met on Local Report Card equals (F)

2. Are students making expected annual academic growth compared to their academic peers?

Progress – Value Added Performance (looks closely at the growth all students are making based on their past performances)

Progress: Component Grade

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Progress Component Grade equals (A) or (B)
	3	Meets Standard	Progress Component Grade equals (C)
	2	Approaching Standard	Progress Component Grade equals (D)
	1	Falls Far Below Standard	Progress Component Grade equals (F)

Progress-All Students

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Value Added Index equals (A) or (B)
	3	Meets Standard	Value Added Index equals (C)
	2	Approaching Standard	Value Added Index equals (D)
	1	Falls Far Below Standard	Value Added Index equals (F)

Progress – Students with Disabilities

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Value Added Index equals (A) or (B)
	3	Meets Standard	Value Added Index equals (C)
	2	Approaching Standard	Value Added Index equals (D)
	1	Falls Far Below Standard	Value Added Index equals (F)

Progress – Students in the Lowest 20% of Achievement Statewide

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Value Added Index equals (A) or (B)
	3	Meets Standard	Value Added Index equals (C)
	2	Approaching Standard	Value Added Index equals (D)
	1	Falls Far Below Standard	Value Added Index equals (F)

Progress – Gifted Value Added

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Value Added Index equals (A) or (B)
	3	Meets Standard	Value Added Index equals (C)
	2	Approaching Standard	Value Added Index equals (D)
	1	Falls Far Below Standard	Value Added Index equals (F)

Progress – Highly Mobile Value Added

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Value Added Index equals (A) or (B)
	3	Meets Standard	Value Added Index equals (C)
	2	Approaching Standard	Value Added Index equals (D)
	1	Falls Far Below Standard	Value Added Index equals (F)

K-3 Literacy Improvement - Helping Students who are reading below grade level

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	K-3 Literacy Measure equals (A) or (B)
	3	Meets Standard	K-3 Literacy Measure equals (C)
	2	Approaching Standard	K-3 Literacy Measure equals (D)
	1	Falls Far Below Standard	K-3 Literacy Measure equals (F)

3. Are students graduating from high school?

High School Graduation Rates

Graduation Rate-Component Grade

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Overall Graduation Rate equals (A) or (B)
	3	Meets Standard	Overall Graduation Rate equals (C)
	2	Approaching Standard	Overall Graduation Rate equals (D)
	1	Falls Far Below Standard	Overall Graduation Rate equals (F)

Graduation 4-Year Rate

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Overall Graduation Rate equals (A) or (B)
	3	Meets Standard	Overall Graduation Rate equals (C)
	2	Approaching Standard	Overall Graduation Rate equals (D)
	1	Falls Far Below Standard	Overall Graduation Rate equals (F)

Graduation 5-Year Rate

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Overall Graduation Rate equals (A) or (B)
	3	Meets Standard	Overall Graduation Rate equals (C)
	2	Approaching Standard	Overall Graduation Rate equals (D)
	1	Falls Far Below Standard	Overall Graduation Rate equals (F)

Graduation 6-Year Rate (pertains only to Dropout Recovery and Prevention schools)

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Overall Graduation Rate equals (A) or (B)
	3	Meets Standard	Overall Graduation Rate equals (C)
	2	Approaching Standard	Overall Graduation Rate equals (D)
	1	Falls Far Below Standard	Overall Graduation Rate equals (F)

Graduation 7-Year Rate (pertains only to Dropout Recovery and Prevention schools)

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Overall Graduation Rate equals (A) or (B)
	3	Meets Standard	Overall Graduation Rate equals (C)
	2	Approaching Standard	Overall Graduation Rate equals (D)
	1	Falls Far Below Standard	Overall Graduation Rate equals (F)

Graduation 8-Year Rate (pertains only to Dropout Recovery and Prevention schools)

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Overall Graduation Rate equals (A) or (B)
	3	Meets Standard	Overall Graduation Rate equals (C)
	2	Approaching Standard	Overall Graduation Rate equals (D)
	1	Falls Far Below Standard	Overall Graduation Rate equals (F)

4. How well prepared are students for future opportunities?

Prepared for Success Component Grade (pertains to high schools only)

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Overall Graduation Rate equals (A) or (B)
	3	Meets Standard	Overall Graduation Rate equals (C)
	2	Approaching Standard	Overall Graduation Rate equals (D)
	1	Falls Far Below Standard	Overall Graduation Rate equals (F)

5. Is the school meeting mission-specific goals? (e.g., credits earned, attendance, student achievements, etc.)?

Goal #1

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	School surpassed its mission-specific goal(s)
	3	Meets Standard	School met its mission-specific goal(s)
	2	Approaching Standard	School did not meet its mission-specific goal(s)
	1	Falls Far Below Standard	School fell far below its mission-specific goal(s)

Goal #2

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	School surpassed its mission-specific goal(s)
	3	Meets Standard	School met its mission-specific goal(s)
	2	Approaching Standard	School did not meet its mission-specific goal(s)
	1	Falls Far Below Standard	School fell far below its mission-specific goal(s)

Goal #3

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	School surpassed its mission-specific goal(s)
	3	Meets Standard	School met its mission-specific goal(s)
	2	Approaching Standard	School did not meet its mission-specific goal(s)

6. How is the school doing in comparison to similar schools in a specific, identified area (e.g., Combined Graduation Rate for ECA, and Lowest 20% in Achievement for all other schools)?

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	School earned an average of 4 points on comparison goal rubric
	3	Meets Standard	School earned an average of 3 points on comparison goal rubric
	2	Approaching Standard	School earned an average of 2 points on comparison goal rubric
	1	Falls Far Below Standard	School earned an average of 1 points on comparison goal rubric

Additional Comments: ACADEMIC PERFORMANCE FRAMEWORK	

<u>Academic Performance</u>: Total Points Possible = __/_earned (total possible points is school-specific, based on report card measures, and will be reflected on each, individual rubric)
Weight = 40%

FINANCIAL PERFORMANCE FRAMEWORK

Near-Term Measures

 Current Ratio: Current Assets divided by Current Liabilities Source: Audited Balance Sheet

Score	Possible Score	Rating	Definition
	2	Meets Standard	Current Ratio is greater than or equal to 1.1 or Current Ratio is between 1.0 and 1.1 and one-year trend is positive
	1	Does Not Meet Standard	Current Ratio is between 0.9 and 1.0 or equals 1.0 or Current Ratio is between 1.0 and 1.1 and one-year

I			trend is negative
	0	Falls Far Below Standard	Current Ratio is less than or equal to 0.9

2. Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus Depreciation Expenses)/365

Source: Audited Balance Sheet and Income Statement

Score	Possible Score	Rating	Definition
	2	Meets Standard	60 Days Cash
			or
			Between 30 and 60 Days Cash and one-year trend
			is positive
			Days Cash is between 15-30 days or
	1	Does Not Meet Standard	Days Cash is between 30-60 days and one-year
			trend is negative
	0	Falls Far Below Standard	Fewer than 15 Days Cash

3. Debt Default: Is the school able to meet its debt obligations or covenants? Source: Notes to Audited Financial Statement

Score	Possible Score	Rating	Definition
	1	Meets Standard	School is not in default of loan covenant(s) and/or is not delinquent with debt service payments / Not Applicable
	0	Does Not Meet Standard	School is in default of loan covenant(s) and/or is delinquent with debt service payments

Sustainability Measures

1. Enrollment Variance: Sufficiency of revenues to fund ongoing operations Source: Projected Enrollment in the approved budget for the year vs. actual enrollment

Score	Possible Score	Rating	Definition
	2	Meets Standard	Enrollment Variance equals or exceeds 95% in the most recent year
	1	Does Not Meet Standard	Enrollment Variance is between 85-95% in the most recent year
	0	Falls Far Below Standard	Enrollment Variance is less than 85% in the most recent year

2. Debt to Asset Ratio: Total Liabilities less the long term liability for pension obligations divided by Total Assets

Source: Audited Balance Sheet

Score	Possible Score	Rating	Definition
	2	Meets Standard	Debt to Asset Ratio is less than 0.9

1	Does Not Meet Standard	Debt to Asset Ratio is between 0.9 to 1.0
0	Falls Far Below Standard	Debt to Asset Ratio is greater than 1.0

Additional Comments: ACADEMIC PERFORMANCE FRAMEWORK					

<u>Financial Performance Framework</u>: Total Points Possible = (Earned /9) Weight = 30%

ORGANIZATIONAL / OPERATIONAL PERFORMANCE FRAMEWORK

Educational Program

This measure does <u>not</u> evaluate the performance of the school. This measure only addresses the program described in the Educational Plan of this contract – the school's fidelity to the program and organizationally the school's **faithfulness to the terms of the charter.**

1. Is the school implementing the material terms of the educational program as defined in the current charter contract?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school implemented the material terms of the educational program in all material aspects and the educational program in operation reflects the material terms as defined in the charter contract, or the school has gained approval from the ESCCO for a charter modification to the material terms.
	0	Does Not Meet Standard	

Additional Comments:		

Education Requirements

1. Is the school complying with applicable education requirements?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to education requirements, including but not limited to: • Academic Program Assurances Instructional days or hours requirements • Graduation requirements • Promotion and Acceleration requirements • Common Core Standards • State Assessments • Implementation of mandated programming as a result of state or federal funding
	0	Does Not Meet Standard	

Additional Comments:		

Students with Disabilities

1. Is the school protecting the rights of students with disabilities?

Score	Possible Score	Rating	Definition
	2	Meets Standard	Consistent with the school's status and responsibilities as an LEA, the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including IDEA, Section 504, and ADA) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to: • Equitable access and opportunity to enroll • Identification and referral • Appropriate development and implementation of IEPs and 504 Plans • Operational compliance, including provision of services in the LRE, and appropriate inclusion in the school's academic program, assessments, and extracurricular activities • Discipline, including due process protections, manifestation determinations, and behavioral intervention plans • Access to the school's facility and program to students in a lawful manner and consistent with students' IEPs or 504 Plans • Appropriate use of all available funding

1		The school is on an approved Corrective Action Plan and is actively making progress to cure the deficiency.
0	Does Not Meet Standard	

Additional Comments:		

English Learner (EL) Students

1. Is the school protecting the rights of English Learner (EL) students?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to requirements regarding English Learners (ELs), including but not limited to: • Equitable access and opportunity to enroll • Required policies related to the service of EL students • Compliance with native language communication requirements • Proper steps for identification of students in need of EL services • Appropriate and equitable delivery of services of identified students • Appropriate accommodations on assessments • Exiting of students from EL services • Ongoing monitoring of exiting students
	0	Does Not Meet Standard	

Additional Comments:		

Financial Reporting and Compliance

1. Is the school meeting financial reporting and compliance requirements?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to: • Complete and on-time monthly submission of financial reports, including annual budget, revised budgets (if applicable), periodic financial reports as required by the authorizer, and any reporting requirements if the board contracts with an Education Service Provider (ESP) • On-time submission and completion of the annual independent audit and corrective action plans, if applicable • All reporting requirements related to the use of public funds
	0	Does Not Meet Standard	

Additional Comments:		

Financial Management and Oversight

1. Is the school following Generally Accepted Accounting Principles (GAAP)?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to: • An unqualified audit opinion • An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses • An audit that does not include a significant ongoing concern disclosure in the notes or explanatory paragraph within the audit report
	0	Does Not Meet Standard	

Additional Comments:			

Governance Requirements

1. Is the school complying with governance requirements?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to: • Board policies, including those related to oversight of an Education Service Provider (ESP), if applicable • Board Bylaws • Board Training • Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancellation notices, and starting on time • Code of Ethics • Conflicts of Interest • Board composition and/or membership rules • Compensation for attendance at meetings
	0	Does Not Meet Standard	

Additional Comments:		

Management Accountability

1. Is the school holding management accountable, if applicable?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to: • Maintaining authority over management, holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP • Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement
	0	Does Not Meet Standard	

Additional Comments:		

Reporting Requirements

1. Is the school complying with reporting requirements?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the ESCCO, ODE, and/or federal authorities, including but not limited to: • Accountability tracking • Attendance and enrollment reporting • Compliance and oversight • Additional information requested by ESCCO
	0	Does Not Meet Standard	

Additional Comments:		

Students and Employees

1. Is the school protecting the rights of all students?

Score	Possible	Rating	Definition
	Score		
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the rights of students, including but not limited to: • Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and • enrollment (including rights to enroll or maintain enrollment) • The collection and protection of student information • Due process protections, privacy, civil rights, and student liberties requirements including First Amendment protections and the prohibition of public schools from engaging in religious instruction • Conduct of discipline
	0	Does Not Meet Standard	

Additional Comments:		

2. Is the school respecting employee rights?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations, including those relating the FMLA, ADA, and employment contracts.
	0	Does Not Meet Standard	

Additional Comments:		

1. Is the school complying with health and safety requirements?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to: • Nursing services and dispensing of medication to students (screenings, logs, policies) • Food Service Inspections • Health and Wellness requirements • Other services
	0	Does Not Meet Standard	

Additional Comments:		

2. Is the school handling information appropriately?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the handling of information, including but not limited to: • Maintaining the security of and providing access to student records under FERPA and other applicable authorities • Accessing documents maintained by the school under the state's Freedom of Information Law and other applicable authorities • Transferring of student records • Proper and secure maintenance of testing materials
	0	Does Not Meet Standard	

Additional Comments:		

Additional Obligations

1. Is the school complying with other obligations?

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources: • Acceptable performance on site visit reports, Annual performance reports, and Annual Reviews • Revisions to State Charter Law • Intervention requirements by the ESCCO (corrective action plans or other required interventions) • Intervention requirements by the Ohio Department of Education • Requirements by other entities to which the charter school is accountable
	0	Does Not Meet Standard	

Additional Comments:		

Organizational/Operational: Total Points Possible = (__/15 earned OR __/14 earned total possible points is school-specific, based on having/not having a management company, and will be reflected on each, individual rubric)
Weight = 30%

ESCCO Rubric Calculation

CATEGORY	% IN CATEGORY	WEIGHT IN CATEGORY	FINAL CALCULATION
Academic		40%	
Financial		30%	
Organizational		30%	
TOTAL			

Overall Renewal Rating

Renewal Decision	Rating	Definition
	Exceeds Standard ≥ 75% of Total Points	3 year renewal
	Meets Standard 66-74.9% of Total Points	2 year renewal

	2 year renewal with Corrective Action Plan (CAP)
	1 year renewal with CAP or nonrenewal

• CAP = Corrective Action Plan → The agreed upon CAP, based on deficiencies found in the high stakes review, will be used as the intervention plan for the school if the renewal moves forward.

Review Committee: Sophia Speelman (ESCCO Coordinator of Community Schools), Robb Gonda (ESCCO Coordinator of Community Schools), Alan Hutchinson (Fiscal Reviewer/Treasurer Designee), Mike Trego (ESCCO Deputy Superintendent), and two External Evaluators).

Meeting to Review Rubric:

Contract Expiration:

<u>Assessment & Accountability Plan/Performance Framework – Exhibit IV</u>

There are three (3) components on which schools will be assessed and held accountable: Academic, Financial, and Organizational/Operational. Together, these three components comprise the Performance Framework.

The ESCCO will utilize the National Association of Charter School Authorizer's (NACSA's) Core Academic Performance Framework to guide its academic monitoring of the schools that it sponsors. The framework components include:

- 1. Indicator general category of academic performance, i.e., student achievement
- Measure Categories of performance included within the components making up the Ohio School Report Cards, Dropout Prevention and Recovery Report Cards and the Career-Technical Report Cards. The measures, some of which are graded and some of which are rated, vary for each type of report card and are used to provide information regarding student academic success and progress.
- 3. Metric method of evaluating a measure, i.e., percentage of students proficient on state assessment
- 4. Target threshold that signifies success in meeting the standard for a specific metric, i.e., state cut-off for meeting proficiency or higher
- Rating assignment of school's performance into categories/scoring based on the performance against framework targets, i.e., exceeds, meets, approaching standard or falls far below standard

We will utilize the graded or rated measures or indicators available on the state report card each year. As additional measures are added from year to year, we will also utilize the performance framework in those areas. Note, additional or fewer measures may be used for different schools to appropriately evaluate their specific educational plans. The general Graded Measures are:

- Overall Grade
- Progress
 - Value-Added: Overall
 - Value-Added: Gifted
 - Value Added: Students with Disabilities
 - Value-Added: Lowest 20% in Achievement
 - Value-Added: Highly Mobile
- Achievement
 - Performance Index
 - Performance Indicators
- Graduation Rate
 - 4 Year Graduation Rate
 - 5 Year Graduation Rate
- Gap Closing
 - Annual Measurable Objectives (AMO)
- Improving At-Risk K-3 Readers (K-3 Literacy Improvement)
- Prepared for Success
 - ➤ The inclusion of the measures will be based on their report card release from the Ohio Department of Education.

> The measures for dropout prevention and recovery schools will align to the report card for these schools.

The ESCCO will rate each of the report card measures as -

- Exceeds Standard Determined by Overall Progress Grade of A or B
- Meets Standard Determined by Overall Progress Grade of C
- Approaching Standard Determined by Overall Progress Grade of D
- Falls Far Below Standard Determined by Overall Progress Grade of F
 - ➤ The following tables represent the three (3) components of the Performance Framework- Academic, Financial, and Organizational/Operational. School performance in these areas is documented annually, reviewed with administration and Governing Authorities, and reported in the Annual Review.
 - School and Sponsor will agree to include additional Progress and/or Achievement measures using data from standardized assessments (i.e., NWEA MAP, STAR) and/or other school mission specific metrics and non-academic measures. These will be used to assist in monitoring accountability, especially if there are areas that were not rated on the report card.
 - School and Sponsor will agree to include targets that compare the school's student performance to other schools.
 - At the end of each contract term a High Stakes Review is conducted, at which time multiple years (over the contract term) of school ratings in Academics and Organizational/Operational areas, and the most recent Financial scores on the Performance Frameworks are reviewed. The overall performance is considered at renewal time.

The report card grades are used by the State to determine levels of support in the Ohio Improvement Process (OIP). If the school receives any correspondence from ODE listing the school as assigned in an OIP tier of priority, focus, alert or low-performing, the ESSCO will support that vetted accountability system and the following will be expected:

- 1. The Sponsor will be notified immediately. Correspondence from ODE is directly sent to the superintendent of the school.
- 2. The Sponsor will be copied in on all correspondence and requirements that the school sends related to OIP as well as the school's ODE submissions in the process.
- 3. The Sponsor will be notified of and invited to all meetings related to the OIP, such as building team meetings.
- 4. Communication occurring with any SST or support facilitators that are assigned to the school will occur consistently and in a timely fashion.
- 5. Completion of all required documentation as assigned by ODE will be completed and submitted on time and the OIP will be followed with fidelity.

If assigned to OIP – we will monitor and use that process as the supported intervention for the schools that we sponsor. If a school is not assigned to the OIP by ODE, but has issues related to academic accountability and is consistently low-performing in areas that result in a concern to

the Sponsor, intervention and support will be assigned specifically by the needs of the school and a plan will be outlined – which could include, but not limited to:

- Required participation in the Ohio Improvement Process assigned by the Sponsor even if not yet assigned by ODE
- Professional development
- SST support
- On-site support
- Corrective action planning, and intervention where needed, as requested by the Sponsor
- Decrease in contract length, non-renewal, suspension, and/or termination if no growth occurs over the course of the contract life

The rating system described earlier is subject to change if any legislative revision occurs or a new expected accountability standard is issued to Sponsors by the State. As future graded measures are added to the report card over the course of a contract's life, it will be assumed that the school will be rated on those measures throughout the life of the contract with that specific measure language being added at renewal time. If needed, the ESCCO will amend and update the assessment and accountability portion of the contract if the legal requirements of monitoring change after the contract has been approved by both governing authorities.

Community School Performance Framework

Performance Framework for annual review of school outcomes includes 3 main components: Academic, Financial, and Organizational/Operational

PERFORMANCE FRAMEWORK: ACADEMIC COMPONENT

Report Card Scale				
4 points 3 points 2 points 1 point				
Exceeds Standard	Meets Standard	Approaching Standard	Falls Far Below Standard	
A/B	С	D	F	

Overall School Performance School Grade			
Rating Points			
2021-2022			
2020-2021			
2019-2020			
2018-2019			

Achievement: Component Grade				
Rating Points				
2021-2022				
2020-2021				

2019-2020	
2018-2019	

Achievement: Performance Index			
Rating Points			
2021-2022			
2020-2021			
2019-2020			
2018-2019			

Achievement: Indicators Met			
	Rating	Points	
2021-2022			
2020-2021			
2019-2020			
2018-2019			

Progress: Component Grade			
	Rating Points		
2021-2022			
2020-2021			
2019-2020			
2018-2019			

Progress: Value Added Overall						
	Rating	Points				
2021-2022						
2020-2021						
2019-2020						
2018-2019						

Progress: Value Added Lowest 20% in Achievement						
	Rating	Points				
2021-2022						
2020-2021						
2019-2020						
2018-2019						

Progress: Value Added Students With Disabilities						
Rating Points						
2021-2022						
2020-2021						

2019-2020	
2018-2019	

Progress: Gifted Value Added						
	Rating Points					
2021-2022						
2020-2021						
2019-2020						
2018-2019						

Progress: Highly Mobile Value Added						
	Rating Points					
2021-2022						
2020-2021						
2019-2020						
2018-2019						

Gap Closing Component Grade: Annual Measurable Objectives							
	Rating Points						
2021-2022							
2020-2021							
2019-2020							
2018-2019							

K-3 Literacy Component Grade						
	Rating Points					
2021-2022						
2020-2021						
2019-2020						
2018-2019						

Graduation Rate: Component Grade						
	Rating Points					
2021-2022						
2020-2021						
2019-2020						
2018-2019						

Annual Graduation Rate					
	4 Year 5 Year				
2021-2022	Rating	Points	Rating	Points	
2020-2021					
2019-2020					
2018-2019					

Rating pertains to Dropout Prevention and Recovery Schools only

Annual Graduation Rate										
	4 Y	'ear	5 Y	ear	6 Y	ear	7 Y	ear	8 \	⁄ear
	Rating	Points								
2021-2022										
2020-2021										
2019-2020										
2018-2019										

Prepared for Success Component Grade							
	Rating Points						
2021-2022							
2020-2021							
2019-2020							
2018-2019							

Mission Specific Goal 1: School Goal & Rubric			
	Rating Points		
2021-2022			
2020-2021			
2019-2020			
2018-2019			

Mission Specific Goal 2: School Goal & Rubric			
	Rating Points		
2021-2022			
2020-2021			
2019-2020			
2018-2019			

Mission Specific Goal 3: School Goal & Rubric			
	Rating Points		
2021-2022			
2020-2021			
2019-2020			
2018-2019			

Progress: Lowest 20% Comparison to All Community Schools Statewide Scale				
Point Value	4 points	3 points	2 points	1 point
Rating	Exceeds Standard	Meets Standard	Approaching Standard	Falls Far Below Standard
Progress Lowest 20% Rate vs All	Ranked ≥ 75% of All	Ranked between 50-74.9% of All	Ranked between 25-49.9% of All	Ranked lower than 24.9% of All

Community Schools		
Statewide		

F	Progress: Lowest 20% Comparison vs All Community Schools Statewide						
		Rating - Points	Α	В	С	D	F
2021-2022	School						
	All						
2020-2021	School						
	All						
2019-2020	School						
	All						
2018-2019	School						
	All						

PERFORMANCE FRAMEWORK: FINANCIAL COMPONENT

Near-Term Measures

Current Ratio: Current Assets divided by Current Liabilities Source: Audited Balance Sheet				
	2 points	1 point	0 points	
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard	
	Current Ratio is greater than or equal to 1.1 or Current Ratio is between 1.0 and 1.1 and one-year trend is positive	Current Ratio is between 0.9 and 1.0 or equals 1.0 or Current Ratio is between 1.0 and 1.1 and one-year trend is negative	Current Ratio is less than or equal to 0.9	
2021-2022				
2020-2021				
2019-2020				
2018-2019				

	Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus Depreciation Expenses)/365 Source: Audited Balance Sheet and Income Statement			
	2 points	1 point	0 points	
	Meets Standard	Does Not Meet	Falls Far Below	
		Standard	Standard	
	60 Days Cash or Between 30 and 60 Days Cash and one- year trend is positive	Days Cash is between 15-30 days or Days Cash is between 30-60 days and one-year trend is negative	Fewer than 15 Days Cash	
2021-2022				
2020-2021				

2019-2020		
2018-2019		

Debt Default: Is the school able to meet its debt obligations or covenants? Source: Notes to Audited Financial Statement			
	1 point	0 points	
	Meets Standard	Falls Far Below Standard	
	School is not in default of loan covenant(s) and/or is not delinquent with debt service payments/ Not Applicable	School is in default of loan covenant(s) and/or is delinquent with debt service payments	
2021-2022			
2020-2021			
2019-2020			
2018-2019			

Sustainability Measures

Enrollment Variance: Sufficiency of revenues to fund ongoing operations Source: Projected Enrollment in the approved budget for the year vs. actual enrollment 0 points 2 points 1 point **Meets Standard Does Not Meet Falls Far Below Standard** Standard Enrollment Variance is Enrollment Variance is less **Enrollment Variance** equals or exceeds between 85-95% in the than 85% in the most 95% in the most most recent year recent year recent year 2021-2022 2020-2021 2019-2020 2018-2019

Debt to A	Debt to Asset Ratio: Total Liabilities less the long term liability for pension			
		s divided by Total Asse		
	Source:	Audited Balance Sheet		
	2 points	1 point	0 points	
	Meets Standard	Does Not Meet	Falls Far Below	
	Standard Standard			
	Debt to Asset Ratio	Debt to Asset Ratio is	Debt to Asset Ratio is	
	is less than 0.9	between 0.9 to 1.0	greater than 1.0	
2021-2022				
2020-2021				
2019-2020				
2018-2019				

PERFORMANCE FRAMEWORK: ORGANIZATIONAL/OPERATIONAL COMPONENT

Educational Program

This measure does <u>not</u> evaluate the performance of the school. This measure only addresses the program described in the Educational Plan of this contract – the school's fidelity to the program and organizationally the school's **faithfulness to the terms of the charter.**

Is the school	Is the school implementing the material terms of the educational program as defined in the current charter contract?			
	1 point	0 points		
	Meets Standard	Does Not Meet Standard		
	The school implemented the material terms of the educational program in all material aspects and the educational program in operation reflects the material terms as defined in the charter contract, or the school has gained approval from the ESCCO for a charter modification to the material terms.			
2021-2022				
2020-2021		_		
2019-2020				
2018-2019				

Education Requirements

	Is the school complying with applicable education requirements	
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to education requirements, including but not limited to: • Academic Program Assurances Instructional days or hours requirements • Graduation requirements • Promotion and Acceleration requirements • Common Core Standards • State Assessments • Implementation of mandated programming as a result of state or federal funding	
2021-2022		
2020-2021		·
2019-2020		
2018-2019		

Students with Disabilities

Is the school protecting the rights of students with disabilities?			
	2 points	1 point	0 points

	Meets Standard	Meets Standard w/CAP	Does Not Meet Standard
	Consistent with the school's status and responsibilities as an LEA, the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including IDEA, Section 504, and ADA) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to: • Equitable access and opportunity to enroll • Identification and referral • Appropriate development and implementation of IEPs and 504 Plans • Operational compliance, including provision of services in the LRE, and appropriate inclusion in the school's academic program, assessments, and extracurricular activities • Discipline, including due process protections, manifestation determinations, and behavioral intervention plans Access to the school's facility and program to students in a lawful manner and consistent with students' IEPs or 504 Plans	w/CAP The school is on an approved Corrective Action Plan and is actively making progress to cure the deficiency.	Standard
	 Appropriate use of all available funding 		
2021-2022	3		
2020-2021			
2019-2020			

English Learners

Is the school protecting the rights of English Learner (EL) students?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to requirements regarding English Learners (ELs), including but not limited to: • Equitable access and opportunity to enroll • Required policies related to the service of EL students • Compliance with native language communication requirements • Proper steps for identification of students in need of EL services • Appropriate and equitable delivery of services of identified students • Appropriate accommodations on assessments • Exiting of students from EL services • Ongoing monitoring of exiting students	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Financial Reporting and Compliance

Is the school meeting financial reporting and compliance requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to: • Complete and on-time monthly submission of financial reports, including annual budget, revised budgets (if applicable), periodic financial reports as required by the authorizer, and any reporting requirements if the board contracts with an Education Service Provider (ESP) • On-time submission and completion of the annual independent audit and corrective action plans, if applicable • All reporting requirements related to the use of public funds	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Financial Management and Oversight

Is the school following Generally Accepted Accounting Principles (GAAP)?		
	1 point	0 points
	Meets Standard	Does Not Meet
		Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to: • An unqualified audit opinion • An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses • An audit that does not include a significant ongoing concern disclosure in the notes or explanatory paragraph within the audit report	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Governance Requirements

	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to: • Board policies, including those related to oversight of an Education Service Provider (ESP), if applicable • Board Bylaws • Board Training • Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancellation notices, and starting on time • Code of Ethics • Conflicts of Interest • Board composition and/or membership rules • Compensation for attendance at meetings	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Management Accountability - Applies only to schools with a Management Company

Is the school holding management accountable, if applicable?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to: • Maintaining authority over management, holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP • Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Reporting Requirements

Is the school complying with reporting requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet
		Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the ESCCO, ODE, and/or federal authorities, including but not limited to: Accountability tracking Attendance and enrollment reporting Compliance and oversight Additional information requested by ESCCO	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Students and Employees

Is the school protecting the rights of all students?			
	1 point 0 points		
	Meets Standard	Does Not Meet	
		Standard	

	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the rights of students, including but not limited to: Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment) The collection and protection of student information Due process protections, privacy, civil rights, and student liberties requirements including First Amendment protections and the prohibition of public schools from engaging in religious instruction Conduct of discipline
2021-2022	·
2020-2021	
2019-2020	
2018-2019	

Is the school respecting employee rights?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations, including those relating the FMLA, ADA, and employment contracts.	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Is the	Is the school complying with health and safety requirements?		
	1 point	0 points	
	Meets Standard	Does Not Meet Standard	
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to: Nursing services and dispensing of medication to students (screenings, logs, policies) Food Service Inspections Health and Wellness requirements Other services		
2021-2022			
2020-2021			
2019-2020		·	

0040 0040	
2018-2019	

	Is the school handling information appropriately?		
	1 point	0 points	
	Meets Standard	Does Not Meet Standard	
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the handling of information, including but not limited to: • Maintaining the security of and providing access to student records under FERPA and other applicable authorities • Accessing documents maintained by the school under the state's Freedom of Information Law and other applicable authorities • Transferring of student records • Proper and secure maintenance of testing materials		
2021-2022			
2020-2021			
2019-2020			
2018-2019			

Additional Obligations

	Is the school complying with other obligations?		
	1 point	0 points	
	Meets Standard	Does Not Meet Standard	
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources: • Acceptable performance on site visit reports, Annual performance reports, and Annual Reviews • Revisions to State Charter Law • Intervention requirements by the ESCCO (corrective action plans or other required interventions) • Intervention requirements by the Ohio Department of Education • Requirements by other entities to which the charter school is accountable		
2021-2022			
2020-2021			
2019-2020			
2018-2019			

PERFORMANCE FRAMEWORK: <u>ACADEMIC COMPONENT</u> – High stakes review based upon performance over term of the contract including multiple years and measures of achievement.

Report Card Scale				
4 points 3 points 2 points 1 point				
Exceeds Standard	Meets Standard	Approaching Standard	Falls Far Below Standard	
A/B	С	D	F	

Overall School Performance School Grade			
	Rating Points		
2021-2022			
2020-2021			
2019-2020			
2018-2019			
Overall Performance			

Achievement: Component Grade		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Achievement: Performance Index		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Achievement: Indicators Met		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Progress: Component Grade		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Progress: Value Added Overall		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Progress: Value Added Lowest 20% in Achievement		
Rating Points		
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Progress: Value Added Students With Disabilities				
	Rating	Points		
2021-2022				
2020-2021				
2019-2020				
2018-2019				
Overall Performance				

Progress: Gifted Value Added				
	Rating Points			
2021-2022				
2020-2021				
2019-2020				
2018-2019				

Progress: Highly Mobile Value Added				
	Rating Points			
2021-2022				
2020-2021				
2019-2020				
2018-2019				

Gap Closing Component Grade: Annual Measurable Objectives			
	Rating Points		
2021-2022			
2020-2021			
2019-2020			
2018-2019			
Overall Performance			

K-3 Literacy Component Grade				
	Rating Points			
2021-2022				

2020-2021	
2019-2020	
2018-2019	
Overall Performance	

Graduation Rate: Component Grade				
	Rating	Points		
2021-2022				
2020-2021				
2019-2020				
2018-2019				
Overall Performance				

Annual Graduation Rate				
	4 Ye	ar	5`	Year
2021-2022	Rating	Points	Rating	Points
2020-2021				
2019-2020				
2018-2019				
Overall				
Performance				

Rating pertains to Dropout Prevention and Recovery Schools only

Annual Graduation Rate										
	4 Y	ear	5 Y	'ear	6 Y	ear	7 Y	ear	8 \	/ear
	Rating	Points								
2021-2022										
2020-2021										
2019-2020										
2018-2019										
Overall										
Performance										

Prepared for Success Component Grade				
	Rating	Points		
2021-2022				
2020-2021				
2019-2020				
2018-2019				
Overall Performance				

Mission Specific Goal 1: School Goal & Rubric				
	Rating	Points		
2021-2022				
2020-2021				
2019-2020				
2018-2019				
Overall Performance				

Mission Specific Goal 2: School Goal & Rubric				
	Rating	Points		
2021-2022				
2020-2021				
2019-2020				
2018-2019				
Overall Performance				

Mission Specific Goal 3: School Goal & Rubric				
	Rating	Points		
2021-2022				
2020-2021				
2019-2020				
2018-2019				
Overall Performance				

Progress: Lo	Progress: Lowest 20% Comparison to All Community Schools Statewide Scale					
Point Value	4 points	3 points	2 points	1 point		
Rating	Exceeds	Meets Standard	Approaching	Falls Far Below		
	Standard		Standard	Standard		
Progress Lowest	Ranked ≥ 75% of	Ranked between	Ranked between	Ranked lower		
20% Rate vs All	All	50-74.9% of All	25-49.9% of All	than 24.9% of All		
Community Schools						
Statewide						

Progress: Lowest 20% Comparison vs All Community Schools Statewide							
		Rating - Points	Α	В	С	D	F
2021-2022	School						
	All						
2020-2021	School						
	All						
2019-2020	School						
	All						
2018-2019	School						
	All						
Overall							
Performance							

PERFORMANCE FRAMEWORK: <u>FINANCIAL COMPONENT</u> - High stakes review: multiple years/over the contract term are reviewed, financial performance in the most recent year is prioritized for renewal. Information derived from Audit Reports.

Near-Term Measures

Cur	Current Ratio: Current Assets divided by Current Liabilities Source: Audited Balance Sheet				
	2 points	1 point	0 points		
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard		
	Current Ratio is greater than or equal to 1.1 or Current Ratio is between 1.0 and 1.1 and one-year trend is positive	Current Ratio is between 0.9 and 1.0 or equals 1.0 or Current Ratio is between 1.0 and 1.1 and one-year trend is negative	Current Ratio is less than or equal to 0.9		
2021-2022					
2020-2021					
2019-2020					
2018-2019					
Most Recent Performance					

Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus Depreciation Expenses)/365 Source: Audited Balance Sheet and Income Statement				
	2 points	1 point	0 points	
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard	
	60 Days Cash or Between 30 and 60 Days Cash and one- year trend is positive	Days Cash is between 15-30 days or Days Cash is between 30-60 days and one-year trend is negative	Fewer than 15 Days Cash	
2021-2022				
2020-2021				
2019-2020				
2018-2019				
Most Recent Performance				

Debt Default: Is the school able to meet its debt obligations or covenants? Source: Notes to Audited Financial Statement			
	1 point	0 points	
	Meets Standard	Falls Far Below Standard	
	School is not in default of loan covenant(s) and/or is not delinquent with debt service payments/ Not Applicable	School is in default of loan covenant(s) and/or is delinquent with debt service payments	
2021-2022			
2020-2021			
2019-2020			
2018-2019			
Most Recent Performance			

Sustainability Measures

Enrollment Variance: Sufficiency of revenues to fund ongoing operations Source: Projected Enrollment in the approved budget for the year vs. actual enrollment				
	2 points	1 point	0 points	
	Meets Standard Does Not Meet Falls Far Belo Standard Standard		Falls Far Below Standard	
	Variance between 85-95% in the than 85% in the		Enrollment Variance is less than 85% in the most recent year	
2021-2022				
2020-2021				

2019-2020		
2018-2019		
Most Recent		
Performance		

Debt to A	Debt to Asset Ratio: Total Liabilities less the long term liability for pension obligations divided by Total Assets Source: Audited Balance Sheet				
	2 points	1 point	0 points		
	Meets Standard	Does Not Meet	Falls Far Below		
	Standard Standard				
	Debt to Asset Ratio	Debt to Asset Ratio is	Debt to Asset Ratio is		
	is less than 0.9	between 0.9 to 1.0	greater than 1.0		
2021-2022					
2020-2021					
2019-2020	2019-2020				
2018-2019					
Most Recent	Most Recent				
Performance					

PERFORMANCE FRAMEWORK: ORGANIZATIONAL/OPERATIONAL COMPONENT

- High stakes review based on performance over multiple years/contract term.

Educational Program

This measure does <u>not</u> evaluate the performance of the school. This measure only addresses the program described in the Educational Plan of this contract – the school's fidelity to the program and organizationally the school's **faithfulness to the terms of the charter.**

Is the schoo	Is the school implementing the material terms of the educational program as defined in the current charter contract?			
	1 point	0 points		
	Meets Standard	Does Not Meet Standard		
	The school implemented the material terms of the educational program in all material aspects and the educational program in operation reflects the material terms as defined in the charter contract, or the school has gained approval from the ESCCO for a charter modification to the material terms.			
2021-2022				
2020-2021				
2019-2020				
2018-2019				
Overall				
Performance				

Education Requirements

	Is the school complying with applicable education requirements?			
	1 point	0 points		
	Meets Standard	Does Not Meet Standard		
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to education requirements, including but not limited to: • Academic Program Assurances Instructional days or hours requirements • Graduation requirements • Promotion and Acceleration requirements • Common Core Standards • State Assessments • Implementation of mandated programming as a result of state or federal funding			
2021-2022				
2020-2021				
2019-2020				
2018-2019				
Overall				
Performance				

Students with Disabilities

Is the school protecting the rights of students with disabilities?			
	2 points	1 point	0 points
	Meets Standard	Meets Standard	Does Not Meet
		w/CAP	Standard
	Consistent with the school's status and responsibilities as an LEA, the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including IDEA, Section 504, and ADA) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to: • Equitable access and opportunity to enroll • Identification and referral • Appropriate development and implementation of IEPs and 504 Plans • Operational compliance, including provision of services in the LRE, and	The school is on an approved Corrective Action Plan and is actively	

		T	
	appropriate inclusion in the school's academic program, assessments, and extracurricular activities Discipline, including due process protections, manifestation determinations, and behavioral intervention plans Access to the school's facility and program to students in a lawful manner and consistent with students' IEPs or 504 Plans Appropriate use of all available funding	making progress to cure the deficiency.	
2021-2022			
2020-2021			
2019-2020			
2018-2019			
Overall			
Performance			

English Learners

Is the school protecting the rights of English Learner (EL) students?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to requirements regarding English Language Learners (ELs), including but not limited to: • Equitable access and opportunity to enroll • Required policies related to the service of EL students • Compliance with native language communication requirements • Proper steps for identification of students in need of EL services • Appropriate and equitable delivery of services of identified students • Appropriate accommodations on assessments • Exiting of students from EL services • Ongoing monitoring of exiting students	
2021-2022	, , , , , , , , , , , , , , , , , , ,	
2020-2021		

2019-2020	
2018-2019	
Overall	
Performance	

Financial Reporting and Compliance

Is the school meeting financial reporting and compliance requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to: Complete and on-time monthly submission of financial reports, including annual budget, revised budgets (if applicable), periodic financial reports as required by the authorizer, and any reporting requirements if the board contracts with an Education Service Provider (ESP) On-time submission and completion of the annual independent audit and corrective action plans, if applicable All reporting requirements related to the use of public funds	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Financial Management and Oversight

Is the school	Is the school following Generally Accepted Accounting Principles (GAAP)?		
	1 point	0 points	
	Meets Standard	Does Not Meet Standard	
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to: • An unqualified audit opinion • An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses • An audit that does not include a significant ongoing concern disclosure in the notes or explanatory paragraph within the audit report		
2021-2022			
2020-2021			

2019-2020	
2018-2019	
Overall	
Performance	

Governance Requirements

Is the school complying with governance requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to: • Board policies, including those related to oversight of an Education Service Provider (ESP), if applicable • Board Bylaws • Board Training • Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancellation notices, and starting on time • Code of Ethics • Conflicts of Interest • Board composition and/or membership rules • Compensation for attendance at meetings	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall		
Performance		

Management Accountability - Applies only to schools with a Management Company

Is the	Is the school holding management accountable, if applicable?	
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to: • Maintaining authority over management, holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP • Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Reporting Requirements

	Is the school complying with reporting requirements?	
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the ESCCO, ODE, and/or federal authorities, including but not limited to: Accountability tracking Attendance and enrollment reporting Compliance and oversight Additional information requested	
2021-2022	by ESCCO	
2021-2022		
2019-2020		
2018-2019		
Overall Performance		

Students and Employees

	Is the school protecting the rights of all students?		
	1 point	0 points	
	Meets Standard	Does Not Meet Standard	
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the rights of students, including but not limited to: • Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment) • The collection and protection of student information • Due process protections, privacy, civil rights, and student liberties requirements including First Amendment protections and the prohibition of public schools from engaging in religious instruction • Conduct of discipline		
2021-2022			
2020-2021			
2019-2020			
2018-2019			
Overall Performance			

Is the school respecting employee rights?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations, including those relating the FMLA, ADA, and employment contracts.	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Is the school complying with health and safety requirements?		
1 point	0 points	
Meets Standard	Does Not Meet Standard	

	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to: • Nursing services and dispensing of medication to students (screenings, logs, policies) • Food Service Inspections • Health and Wellness requirements • Other services	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall		
Performance		

Is the school handling information appropriately?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the handling of information, including but not limited to: • Maintaining the security of and providing access to student records under FERPA and other applicable authorities • Accessing documents maintained by the school under the state's Freedom of Information Law and other applicable authorities • Transferring of student records • Proper and secure maintenance of testing materials	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall		
Performance		

Additional Obligations

Is the school complying with other obligations?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources:	

	Acceptable performance on site visit reports, Annual performance reports, and Annual Reviews Revisions to State Charter Law Intervention requirements by the ESCCO (corrective action plans or other required interventions) Intervention requirements by the Ohio Department of Education Requirements by other entities to which the charter school is accountable	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall		
Performance		

EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO

START-UP COMMUNITY SCHOOL PRELIMINARY AGREEMENT

This agreement is entered into on this	day of, 20, by and between
The Educational Service Center of Central O	hio (ESCCO), hereinafter termed the "SPONSOR"
and	, hereinafter termed "DEVELOPER"
whose address is as follows:	
Developer address:	
Name of ashabl	
Name of school:	
School address:	

Article I. Purpose

This agreement is established pursuant to Section 3314.02 of the Ohio Revised Code and indicates the intention of the ESCCO to sponsor a new start-up community school to be located in a challenged school district as defined by Section 3314.02 (A)(3) of the Ohio Revised Code. Upon the signatures of all parties as set forth below, the DEVELOPER may proceed to finalize plans for the school, establish a governing authority for the school, and enter into negotiations with the SPONSOR, whereby the SPONSOR may agree to enter into a contract to sponsor the proposed new start-up community school.

Article II. Responsibilities of the ESCCO

The SPONSOR hereby agrees to enter into good faith negotiations with the DEVELOPER to establish a contract between the ESCCO and the DEVELOPER, whereby the ESCCO contracts to sponsor the new start-up community school in accordance with Section 3314.03 of the Ohio Revised Code, to be located within the Good faith negotiations shall take place on the condition that the DEVELOPER adhere to this preliminary agreement and comply with the provisions of Chapter 3314 of the Ohio Revised Code.

Article III. Responsibilities of the DEVELOPER

The DEVELOPER hereby agrees to finalize plans for the community school that include, but are not limited to the following: Establish the community school as a public benefit corporation under Chapter 1702 of the Ohio Revised Code; establish a governing authority for the school; enter into contract negotiations with the SPONSOR; undergo a preliminary site visit from the SPONSOR not later than ten (10) days prior to the beginning of school and obtain a letter of approval from the SPONSOR prior to the school's opening. The DEVELOPER shall comply with all the provisions of Chapter 3314 of the Ohio Revised Code in carrying out this agreement.

In carrying out this agreement, the DEVELOPER shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age or disability in employment.

Article IV. Time for Performance

This agreement shall be binding upon both parties upon receipt by the DEVELOPER of a fully executed copy of the preliminary agreement and shall remain in effect until _______, subject to termination as described herein. If the agreement has expired and the parties have failed to negotiate a contract for the sponsorship of the proposed community school, a successor agreement may be entered into at the discretion of both parties. Upon the expiration of this agreement, there is no obligation for either party to enter into a successor agreement.

Article V. Governing Law

The preliminary agreement shall be governed and interpreted according to the laws of the State of Ohio.

Article VI. Assignment

Neither this preliminary agreement nor any rights, duties or obligations described herein shall be assigned by any party hereto without prior written consent of the SPONSOR and the DEVELOPER.

Article VII. Changes or Modifications

The preliminary agreement constitutes the entire agreement among the parties and any changes or modifications of this preliminary agreement shall be made and agreed to in writing.

Article VIII. Cancellation of Agreement

The SPONSOR reserves the right to cancel this preliminary agreement upon written notice to the DEVELOPER.

The DEVELOPER reserve the right to cancel this preliminary agreement upon written notice to the SPONSOR.

This preliminary agreement is contingent upon a favorable criminal record check completed by the Bureau of Criminal Identification and Investigation (BCI&I) for each DEVELOPER named in this agreement. If the criminal records check of one of the DEVELOPER named herein, indicates that he or she has been convicted of any of the offenses set forth in the Ohio Revised Code Section 3319.39 (B)(1)(a) and (b) or in the Ohio Administrative Code Section 3301 -20-01(B)(1), this preliminary agreement shall automatically terminate.

Article IX. Disclaimer

This preliminary agreement shall not be construed as the SPONSOR's present agreement to sponsor the new start-up community school as proposed by the DEVELOPER named herein, nor does this preliminary agreement obligate the SPONSOR to enter into a contract with the DEVELOPER to sponsor a new start-up community school. Moreover, it is agreed, that any

amendments to laws, rules, or regulations cited herein or applicable to the development of a community school contract and sponsorship, will result in the correlative modification of this agreement, without the necessity for executing a written amendment. It is further understood and agreed that the absence of legislation supporting this start-up community school's educational design and or the enactment of legislation that eliminates the SPONSOR's ability to sponsor new start-up community schools will render this agreement null and void.

THE EDUCATONAL SERVICE CENTER OF CENTRAL OHIO

BY:
Tom Goodney, Ed.D., Superintendent
DATE:
THE DEVELOPER
BY:
DATE:



2080 CITYGATE DRIVE COLUMBUS, OH 43219 614.445.3750 | www.escco.org

Onsite Review Protocol

Introduction

As a community school sponsor, The Educational Service Center of Central Ohio (ESCCO) provides technical assistance, oversight, fiscal and academic monitoring, and intervention, when needed, and is dedicated to best practices for effective school choice options for parents, as supported by the National Association of Charter School Authorizers (NACSA) and has the following goals:

Education: To monitor and assess the goals of the Educational Plan of the sponsorship agreement aligning them with the Assessment and Accountability Plan/Performance Framework.

Governance: To monitor and assist with governance compliance.

Finance: To monitor and provide feedback for fiscal viability and sustainability – providing intervention, if needed.

Accountability: To monitor and evaluate legal compliance as well as all areas of the contract.

Technical Assistance: To provide technical assistance in all aspects of successful school programming.

Onsite Visit Overview

The Educational Service Center of Central Ohio (ESCCO) conducts onsite reviews of its sponsored schools at least twice per year while school is in session, which includes an examination of the school's compliance with all applicable laws, rules, contractual obligations and academic performance measures. One of these reviews will occur in the first half of the review year, and the second will occur in the second half of the review year. In the first year of operation of a school or, if a school is not an internet- or computer-based community school, any year in which the school changes the building from which it operates, one site visit shall be conducted not later than ten (10) days prior to the beginning of school to provide assurances to the Ohio Department of Education. We greatly value the time of school leaders and staff, and believe site visits should also be spent conducting classroom observations, interacting with staff and meeting with school leadership along with appropriate records review.

School site visits are conducted by one or more representatives of the Educational Service Center of Central Ohio. Representatives will have appropriate administrative expertise, as well as extensive experience and knowledge of curriculum, classroom management, school operations and professional development.

Goals of Onsite Visits

Onsite visits are a means by which the sponsor gathers and documents additional evidence about a community school's progress in relation to the criteria set forth in the performance framework. Onsite visits assist the sponsor in oversight and monitoring of the community school to ensure compliance with requirements of the Ohio Revised Code and the Ohio Department of Education. During these visits ESCCO will seek to gather data from a variety of sources, including but not limited to students, parents, administration, teaching staff, and non-teaching staff.

Onsite Visit Procedures

Prior to the visit: The ESCCO staff schedules a mutually convenient date for the visit with the school staff and leadership. Fall and spring site visits will take place on a typical day while school is in session. No testing, field trips, or other events outside of the normal academic program should be conducted on the day of the visit.

Pre-visit planning and preparation: It is assumed that the school leader or designee will act as coordinator and liaison for onsite visits. The visit coordinator should be knowledgeable of the school's schedule, be able to communicate quickly with various stakeholders, and be able to work with colleagues to coordinate logistics of the onsite visit.

Day of the visit: The ESCCO representative and school leader(s) will meet to review the schedule for the day. If necessary, time will be spent with relevant staff to address any compliance and/or training matters, as well as to collect stakeholder data. The representative will conduct a building walkthrough, classroom observations, document reviews and may participate in a combination of group or individual interviews. Interviews will be conducted using these <u>Site Visit Interview Questions</u>. Additionally, compliance documentation submitted to date will be discussed with any concerns being addressed. School leadership should also plan to schedule time with ESCCO Coordinator to discuss academic performance measures.

A review of staff, student and special education files will be conducted by the ESCCO representative. Along with providing access to various areas of the school building and annex (if applicable) for inspection, the school will be asked to provide a number of documents to

serve as evidence to support findings. Please see below for details regarding required documents/access:

- Access to student cumulative files
- Access to student special education files
- Access to staff files
- Access to classrooms
 - Teacher lesson plans (connected to state standards) available
 - Class list/roster available
 - Class counts will be conducted.
- Access to relevant staff to address any compliance and/or training matters
- Access to medication storage and distribution records
- Enrollment/attendance verification information:
 - > Total number of students enrolled on date of visit
 - > Total number of students counted absent on date of visit

Classroom Observation Guidelines: The purpose of classroom visits is to collect evidence and observe school-wide trends, not to evaluate individual teachers or teaching. Please inform staff in advance of the onsite review that classroom observations will be conducted. Teachers and students should be prepared for drop-in visitors on the day of the onsite review. Class visits should not disrupt the classroom or lesson. Teacher lesson plans and class lists/rosters should be available for all classrooms. The ESCCO representative(s) will be taking notes during the classroom visit. Here is the link to the Onsite Review Data Collection Tool.

End of visit debrief: At the end of the onsite visit, The ESCCO representative will share a brief report-out. He or she may present concerns to the school leader prior to the report out. The purpose of the report out is to share general information regarding the findings of the onsite review, but will not provide any details. The school may ask questions about the site visit process and next steps. Any analysis presented at the report out is preliminary, and a subsequent onsite review report will present more detailed findings.

Onsite visit report: Following the visit, the ESCCO representative will generate a report that will be shared with the school leader(s), governing board members, and ESCCO Community School Department leadership. This report will include the following: (1) the information gathered during the visits; (2) a summary of relevant findings; (3) at least one area of improvement and suggested corrective action for that area; and (4) at least one area of strength for the school.

Please use this <u>Record Check Tools link</u> to view the guideline documents for student, staff and special education file review.

For further information regarding community schools and the roles of all parties involved with community schools, you may visit our Community Schools webpage where a guidance document is available.



614.445.3750 <u>www.escco.org</u>

FISCAL OVERSIGHT GUIDANCE | Department of Community Schools

FISCA	FISCAL OVERSIGHT GOIDANCE Department of Community Schools					
To:	Sponsored Community School Governing Board Members & Administrators					
From:	om: Sophia Speelman & Robb Gonda, Coordinators					
	ors are required to review the monthly financial statements of each of their community s. Below is the protocol followed by the ESC of Central Ohio in its role as sponsor.					
I.	Each month the treasurer reviews the items below and requests that each school completes a checklist covering the items listed monthly.					
	 Bank Reconciliation with o/s checks Revenue report reflecting Budgeted Revenue (should match the submitted budget in October) to actual revenue Expenditure report reflecting Budgeted Expenditures (should match the submitted budget in October) to actual expenditures (If Available) Accounts Payment List Enrollment information (could be from monthly ODE settlement report) Any other management reports reflecting financial information that would be helpful to an external reader. 					
II.	These items are submitted via the online compliance system known as Epicenter and reviewed monthly. If there are any issues or further clarifications needed, communications are sent back and forth via Epicenter. All notes are archived.					
III.	In addition, the following documents are reviewed:					
	□ Audit Report					
	□ Fiscal Officer Employment Agreement and Documents					
	□ Building Lease, Mortgage, & Asset Inventory					
	□ Audit Corrective Action Plan					
	 Annual Budget, 5-Year Forecast (October Submission & May Revision), & ODE Required Fiscal Submissions 					

- ☐ Federal Tax Form 990
- IV. The Coordinators of Community Schools also follow-up monthly on any concerns from the treasurer at the board meetings. Weekly Wraps, Monthly Sponsor Updates, fall and spring site visits, and annual reviews are used to communicate and document fiscal updates.
- V. Monthly enrollment verification reports are reviewed by the coordinators and each month's enrollment for each school is documented in Epicenter and in a monthly departmental report.
- VI. Annual audits are reviewed and if there are any findings, a corrective action plan is issued.
- VII. Interventions: Fiscal oversight is referenced in the sponsorship agreement. If fiscal concerns arise, a corrective action plan is issued. If resolution cannot be reached, non-renewal could be initiated.



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Renewal Process

Introduction

As a community school sponsor, the Educational Service Center of Central Ohio (ESCCO) provides technical assistance, oversight, fiscal and academic monitoring, and intervention, when needed, and is dedicated to best practices for effective school choice options for parents, as supported by the National Association of Charter School Authorizers (NACSA) and has the following goals:

Education: To monitor and assess the goals of the Educational Plan of the sponsorship agreement, aligning them with the Assessment and Accountability Plan/Performance Framework.

Governance: To monitor and assist with governance compliance.

Finance: To monitor and provide feedback for fiscal viability and sustainability – providing intervention, if needed.

Accountability: To monitor and evaluate legal compliance as well as all areas of the contract.

Technical Assistance: To provide technical assistance in all aspects of successful school programming.

Goals of Renewal Orientation

Renewal orientation is conducted with the sponsor, governing boards, and school leaders of each school up for renewal. It is a means by which the elements of the renewal process are explained, along with discussion of the expectations of school performance relative to the criteria set forth in the performance framework for each school.

Renewal Process Overview & Timeline

<u>Each Year of The Contract</u> – The Sponsor is communicating to the school and board and monitoring education, governance, finance, and accountability via site visits, weekly written communications, compliance monitoring of documents through the Epicenter on-line compliance system, board meeting attendance, monthly fiscal reviews, professional development, and an annual review. Throughout this process the ESCCO Governing Board is also updated on the process.

<u>Year Prior to Contract Expiration</u>: The Sponsor will provide school leaders with transparent expectations for renewal decision-making. Schools and their governing authorities are reminded that contract renewal applications are due September 30th of the year before their contract expires. This is done in visitations, letters, emails, site reports, annual review, and during sponsor updates at board meetings.

October-December: Contract renewal applications are reviewed internally and externally. A High Stakes Review occurs during the application process for renewal. The application is scored based on a rubric and results shared with ESCCO board and community school board (contract renewal application with rubric).

<u>January 15th</u>: Schools that are being non-renewed are notified by this date.

Communication has been transparent throughout and they should be aware if this is coming.

<u>January-February</u>: Schools being renewed will work with the sponsor on statutory updates and modifications to the contract. Timelines will be communicated with a goal of having the contract renewed officially by both boards by April of the expiration year.

June of Contract Expiration: Approved contract sent to the Ohio Department of Education.

The Record of Performance (High Stakes Review)

Consistent with the sponsor's sponsorship policies, the Sponsorship Contract, and best practices, the sponsor will conduct a high-stakes review. This high-stakes review is a rigorous evaluation of the school's academic, financial, operational, and governance performance) against the Performance Framework included in the Contract_over the term of the contract. Additional or fewer measures may be used for different schools to appropriately evaluate their specific educational plans and in accordance with the graded measures on the state report card.

Part I: Student Performance

- 1. Overall School Grade
- 2. Achievement Component Grade
 - a. Performance Index
 - b. Indicators Met
- 3. Gap Closing (AMOs) Component Grade
- 4. Improving At-Risk K-3 Readers (K-3 Literacy Component Grade)
- 5. Progress Component Grade
 - a. Value-added Overall
 - b. Value-added Gifted
 - c. Value-added Students with Disabilities
 - d. Value-added Lowest 20% in Achievement
 - e. Value-added Highly Mobile Students
- 6. Graduation Rate Component Grade
 - a. 4-year Graduation Rate
 - b. 5-year Graduation Rate
 - c. 6-year Graduation Rate
 - d. 7-year Graduation Rate

- e. 8-year Graduation Rate
- 7. Prepared for Success Component Grade
 - a. ACT: Participation
 - b. ACT: Remediation-Free
 - c. SAT: Participation
 - d. SAT: Remediation-Free
 - e. Honors Diploma
 - f. Industry-Recognized Credential
 - g. Advanced Placement: Participation
 - h. AP: Advanced Score of 3 or Better
 - i. Dual Enrollment Credit
 - i. International Baccalaureate
 - k. IB: Exam Score of 4 or Better
- 8. Is the school meeting mission-specific academic SMART goals (student performance on other valid and reliable assessments, student engagement, student discipline, attendance and postsecondary outcomes, credits earned, etc.)?

*Note, additional or fewer measures may be used for different schools to appropriately evaluate their specific educational plans.

- Part II: Fiscal Performance/Financial Viability
 - 1. Current Ratio: Current Assets divided by Current Liabilities
 - 2. Unrestricted Days Cash: Unrestricted Cash/365
 - 3. Debt Default: Is the school able to meet its debt obligations or covenants?
 - 4. Enrollment Variance: Sufficiency of revenues to fund ongoing operations
 - 5. Debt to Asset Ratio: Total Liabilities/Total Assets

Part III: Organizational Performance Framework

- 1. Educational Program
 - a. Is the school implementing the material terms of the educational program as defined in the current charter contract?
- 2. Education Requirements
 - a. Is the school complying with applicable education requirements?
- 3. Students with Disabilities
 - a. Is the school protecting the rights of students with disabilities?
- 4. English Learners (EL) Students
 - a. Is the school protecting the rights of English Language Learner (ELL) students?

- 5. Financial Reporting and Compliance
 - a. Is the school meeting financial reporting and compliance requirements?
- 6. Financial Management and Oversight
 - a. Is the school following Generally Accepted Accounting Principles (GAAP)
 school received a clean audit from the Auditor of State.
- 7. Governance Requirements
 - a. Is the school complying with governance requirements?
- 8. Management Accountability
 - a. Is the school holding management accountable, if applicable?
- 9. Reporting Requirements
 - a. Is the school complying with reporting requirements?
- 10. Students and Employees
 - a. Is the school protecting the rights of all students and employees?
 - b. Is the school respecting employee rights?
 - c. Is the school complying with health and safety requirements?
 - d. Is the school handling information appropriately?
- 11. Additional Obligations
 - a. Is the school complying with other obligations?

Suspension of Operation/Termination

• If a school is closed, the ESCCO will implement the policies and procedures for closure of the school as set forth in the "Plan of Action Closure of Community Schools, ESC Department of Community Schools Policy No. 9," provided, however, that the ESCCO reserves the right, in its sole discretion, to vary the Plan of Action as required by the unique circumstances raised by a particular closure. Additionally, the ESCCO will follow ODE's guidance for closure. This guidance is found in Exhibit 5 of each contract. The ESCCO will also communicate with parents and assist in transition activities to proactively help families find new schools. In carrying out the Plan of Action, support services from the ESCCO will be accessed based upon the individual needs and circumstances of the school.

If the SPONSOR suspends the operation of the SCHOOL pursuant to the procedures set forth in this Article VIII, the GOVERNING AUTHORITY shall not operate the SCHOOL while the suspension is in effect.

A. Health and Safety

- If at any time the conditions at the SCHOOL do not comply with health and safety standards established by law for school buildings, the SPONSOR may immediately suspend the operation of the SCHOOL by sending a written notice of suspension to the GOVERNING AUTHORITY. If the SPONSOR fails to take such action, the Ohio Department of Education may take such action.
- 2. If at any time public health and safety officials inspect the facilities of the SCHOOL, such officials have the authority to order the facilities closed for noncompliance.
- If at any time the SPONSOR determines that conditions at the Community School do not comply with health and safety standards established by law for school buildings, the SPONSOR shall immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY.
- 4. If the SPONSOR determines to suspend the operation of the SCHOOL pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall send written notice to the GOVERNING AUTHORITY stating that the operation of the SCHOOL is immediately suspended, and explaining the specific reasons for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.
- If the SPONSOR approves and accepts the written proposed remedy submitted by the GOVERNING AUTHORITY, then the SCHOOL may reopen following notification by the SPONSOR that such suspension is no longer in effect.

B. Other

The SPONSOR may also suspend the operation of the SCHOOL for the following reasons:

- 1. The GOVERNING AUTHORITY'S failure to ensure that the SCHOOL delivers the Educational Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the SCHOOL;
- The GOVERNING AUTHORITY'S failure to ensure that the SCHOOL meets the student performance requirements specified in the Contract, including but not limited to Section 4 (a) of Exhibit IV, and achievement of academic goals specified in the Contract, including but not limited to Section 4 (b) of Exhibit IV;
- The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;
- 4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law; or
- 5. Other good cause.

Prior to suspension for one or more of the five reasons set forth in paragraphs (B) (1) through (B) (5) above, the SPONSOR must first issue to the GOVERNING AUTHORITY written notice of the SPONSOR'S intent to suspend the operation of the Contract. Such notice shall explain the reasons for the SPONSOR'S intent to suspend operation of the Contract and shall provide the GOVERNING AUTHORITY with five (5) business days to submit to the SPONSOR a written proposal to remedy the conditions cited as reasons for the suspension. The SPONSOR shall promptly review any proposed remedy timely submitted by the GOVERNING AUTHORITY and either approve, modify or disapprove the proposed remedy.

If the SPONSOR determines to suspend the operation of the SCHOOL pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall send written notice to the GOVERNING AUTHORITY stating that the operation of the SCHOOL is immediately suspended, and explaining the specific reasons for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.

Upon the GOVERNING AUTHORITY'S receipt of the notice of suspension, the GOVERNING AUTHORITY shall: (i) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all SCHOOL records, including student records, during the suspension; (ii) provide the means and capability to access SCHOOL records, to the fullest extent permitted by law, including student records, to the SPONSOR'S representative, as designated in writing, and (iii) fully cooperate with the SPONSOR'S representative, who shall have unrestricted and equal access to SCHOOL records, including student records during the suspension period. During the suspension period, the SPONSOR'S representative shall have access to and may remove SCHOOL records, if, in the sole discretion of the SPONSOR, the representative of the GOVERNING AUTHORITY fails to timely provide such records, following a legitimate request, or for any reason if the 13521871v9 33 SCHOOL remains under suspension and is not fully operational for a period of ten (10) weekdays.

In addition to the foregoing, the parties may also engage in a process of notifications relating to noncompliance or corrective actions through the use of written notice, warnings, and other remedial action prior to the SCHOOL being subject to suspension of operations.

C. Termination Resulting from the Suspension of School Operations

In accordance with Article IX of this Contract and Ohio law, the SPONSOR may choose to terminate this Contract prior to its expiration if the SPONSOR has suspended the operation of the Contract pursuant to Chapter 3314 of the Revised Code.

Article IX. Expiration/Termination of Contract

The expiration of the Contract between the SPONSOR and the GOVERNING AUTHORITY shall be the date provided in the Contract, provided, however, the GOVERNING AUTHORITY may terminate this Contract upon one hundred eighty (180) days written notice to the SPONSOR of its intent to enter into a community school contract with a successor sponsor then or to be approved to be a sponsor of community schools by the Ohio Department of Education. If the SPONSOR decides to terminate the Contract prior to its expiration, then at least one hundred eighty (180) days prior to the termination of the Contract the SPONSOR shall notify the GOVERNING AUTHORITY in writing of its intent to terminate the Contract pursuant to Ohio Revised Code Section 3314.07. The SPONSOR may choose to terminate this Contract prior to its expiration for any of the following reasons:

- 1. The GOVERNING AUTHORITY'S failure to ensure that the SCHOOL delivers the Educational Plan specified pursuant to Exhibit I of this Contract to all students enrolled in the SCHOOL;
- 2. The GOVERNING AUTHORITY'S failure to ensure the SCHOOL meets the student performance requirements specified in the Contract, including but not limited to Section 4 (a) of Exhibit IV, and achievement of academic goals specified in the Contract, including but not limited to Section 4 (b) of Exhibit IV;
- 3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;
- 4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law;
- 5. The SCHOOL is insolvent or is bankrupt;
- 6. The SCHOOL has insufficient enrollment to successfully operate a community school, or the SCHOOL has lost more than fifty (50%) percent of its student enrollment from the previous year;
- 7. The SCHOOL defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or any other agreement entered into between the SPONSOR and the SCHOOL or GOVERNING AUTHORITY;
- The SCHOOL's applicant(s), directors, officers or employees have provided false or misleading information or documentation to the SPONSOR in connection with the SPONSOR'S issuance of this contract, Preliminary Agreement or other legally binding document executed by the parties to this Contract, or the SCHOOL's reporting requirements under this Contract or applicable law;

- The SPONSOR discovers grossly negligent, fraudulent or criminal conduct by the SCHOOL's applicant(s), directors, employees, not reported and cured by the GOVERNING AUTHORITY, in relation to their performance under this Contract;
- 10. The SPONSOR has suspended the operation of the Contract under section 3314.072 of the Revised Code and Article VIII of this Contract; or
- 11. Other good cause.

The written notice shall include the reason for the proposed termination of the SCHOOL in detail, the effective date of the termination or nonrenewal and a statement that the GOVERNING AUTHORITY may, within fourteen (14) days of receiving the notice, request an informal hearing before the SPONSOR. Such request shall be in writing. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Following the informal hearing, the SPONSOR shall issue a written decision either affirming or rescinding the decision to terminate the Contract not later than fourteen (14) days after the hearing. The expiration, termination, or non-renewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Ohio Revised Code 3314.07.

In addition to the foregoing, the parties may also engage in a process of notifications relating to noncompliance or corrective actions through the use of written notice, warnings, and other remedial action prior to the SCHOOL being subject to suspension of operations.

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

- 1. Ninety (90) days following the date the SPONSOR notifies the GOVERNING AUTHORITY of its decision to terminate the Contract:
- 2. If an informal hearing is requested, and as a result of the informal hearing the SPONSOR affirms its decision to terminate this Contract, the effective date of the termination specified in the notice of termination.

If the SCHOOL receives a designation of "unauditable" from the Ohio Auditor of State, the SCHOOL shall be subject to probationary status, suspension of operations, termination or nonrenewal of the Contract.

Article X. Ending the SCHOOL

In the event that this contract is terminated or not renewed and the GOVERNING AUTHORITY does not enter into an Agreement pursuant to R.C. 3314.03 with a successor sponsor in accordance with the requirements of Article III above, the operation of the GOVERNING AUTHORITY and THE SCHOOL will cease as a community school.

Article XI. Contract Termination Contingencies

The GOVERNING AUTHORITY represents that its governing documents provide that, upon dissolution, (i) all remaining assets, except funds received from the Ohio Department of

Education, shall be used for nonprofit educational purposes, and (ii) remaining funds received from the Ohio Department of Education shall be returned to the Ohio Department of Education.

All property personally and/or individually owned by the trained and licensed teachers or staff employed by the GOVERNING AUTHORITY, which is not work for hire or licensed, shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, curriculum manuals, personal mementos and other materials or apparatus that have been personally financed by teachers or staff.

Upon the GOVERNING AUTHORITY'S receipt of written notice of termination, and throughout the period of SCHOOL operation between the notice of termination and school closure, if any, the GOVERNING AUTHORITY shall (i) comply with school closing procedures required by law imposed by or upon the Ohio Department of Education and SPONSOR and perform all obligations necessary thereto, (ii) designate a representative of the GOVERNING AUTHORITY or its designee who shall retain responsibility for the security of and access to all SCHOOL records, to the fullest extent permitted by law, including student records, to the SPONSOR'S representative, as designated in writing, and (iv) fully cooperate with the SPONSOR'S designated representative, who shall have unrestricted and equal access to SCHOOL records. including student records during the period prior to the closure of the SCHOOL. Upon termination and closure, the GOVERNING AUTHORITY shall secure all SCHOOL records. including student records, in the possession of the SCHOOL and shall grant to the SPONSOR access to records requested by the SPONSOR. In accordance with Section 3314.44, the GOVERNING AUTHORITY shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the SCHOOL so that those records may be transmitted within seven (7) business days of the SCHOOL closing to the student's school district of residence. The SCHOOL's Fiscal Officer shall deliver all financial and enrollment records to the SPONSOR within thirty (30) days of closure, and upon taking possession of such records, the SPONSOR shall thereafter fulfill any and all statutory and contractual duties concerning the SCHOOL records, including the student records which are within the SPONSOR'S possession; provided that in performing the GOVERNING AUTHORITY'S statutory or contractual duties, the SPONSOR shall comply with Section 3314.015 (E), and any procedural guidances published by the Ohio Department of Education, which correspond thereto.

The GOVERNING AUTHORITY and SCHOOL shall comply with Ohio

Department of Education guidance related to community school closure. (See attachment to contract.)

The GOVERNING AUTHORITY further recognizes the authority of the Ohio

Department of Education to take over sponsorship of the SCHOOL in accordance with Section 3314.015 (C) of the Code.

Ethics and Conflicts of Interest

ESC Department of Community Schools Policy No. 1

Each official, staff member, contractor, or any other person performing services for a community school under the authority of the Educational Service Center of Central Ohio ("ESCCO") is required to adhere to the ESCCO's Staff Conflict of Interest Policy 1130, which is attached and incorporated as if set forth herein and any applicable federal or state statutes, rules and regulations in his/her dealings with any community school sponsored by ESCCO. In accordance with exemplary standards for sponsorship, each member of the Governing Board, staff member, contractor, or other person performing services for a community school under the authority of ESCCO will annually sign the approved Ethics and Conflicts of Interest Form by September 30th. If an official, board member, staff member, contractor, etc. is assigned sponsoring responsibilities after September 30th and has not already signed a conflicts of interest statement for the current year, the statement must be signed as soon as possible, but no later than 14 days after assuming the sponsoring responsibilities.

Conflicts

If a conflict of interest, potential, actual or perceived, is present with any official, staff member, contractor, or any other person performing services for a community school under the authority of ESCCO, that person is required to disclose that a conflict exists and remove themselves from any discussions or decisions on matters relevant to the entity or person with which the conflict exists, regardless of whether the conflict is internal or external. If ESCCO becomes aware of a potential conflict, actual or perceived, it will take steps to determine if an actual conflict exists. In order to make such a determination, ESCCO may require the official, staff member, contractor, or any other person with the potential conflict to provide additional information and/or documents to ESCCO. As part of this process, ESCCO will also reach out to legal counsel for advice on how to appropriately handle the issues and, if a conflict exists, work with counsel to resolve the conflict. The resolution of the conflict may require that the official, staff member, contractor, or any other person be removed from the conflict situation. If necessary, ESCCO may seek additional personnel to take the place of the person who excused themselves from a matter pursuant to this policy.

Dates approved/amended by the ESC of Central Ohio Governing Board: March 23, 2018

Amended: February 28, 2020.

Ethics and Conflicts of Interest Form

ESC Department of Community Schools

Each official, staff member, contractor, or any other person performing services for a community school under the authority of the Educational Service Center of Central Ohio ("ESCCO") is required to adhere to the ESCCO's Staff Conflict of Interest Policy 1130 and any applicable federal or state statutes, rules and regulations in his/her dealings with any community school sponsored by ESCCO. In accordance with exemplary standards for sponsorship, each member of the Governing Board, staff member, contractor, or other person performing services for a community school under the authority of ESCCO will annually sign a conflict of interest statement by September 30th. If an official, board member, staff member, contractor, etc. is assigned sponsoring responsibilities after September 30th and has not already signed a conflicts of interest statement for the current year, the statement must be signed as soon as possible, but no later than 14 days after assuming the responsibilities.

Conflicts

If a conflict of interest, potential, actual or perceived, is present with any official, staff member, contractor, or any other person performing services for a community school under the authority of ESCCO, that person is required to disclose that a conflict exists and remove themselves from any discussions or decisions on matters relevant to the entity or person with which the conflict exists, regardless of whether the conflict is internal or external. If ESCCO becomes aware of a potential conflict, actual or perceived, it will take steps to determine if an actual conflict exists. In order to make such a determination, ESCCO may require the official, staff member, contractor, or any other person with the potential conflict to provide additional information and/or documents to ESCCO. As part of this process, ESCCO will also reach out to legal counsel for advice on how to appropriately handle the issues and, if a conflict exists, work with counsel to resolve the conflict. The resolution of the conflict may require that the official, staff member, contractor, or any other person be removed from the conflict situation. If necessary, ESCCO may seek additional personnel to take the place of the person who excused themselves from a matter pursuant to this policy.

Annual Statement

The undersigned hereby acknowledges and affirms that s/he has received a copy of the ESCCO's Staff Conflict of Interest Policy 1130, has read and understands the policy and agrees to comply with the policy and any applicable federal or state statutes, rules and regulations in the performance of their work with the Educational Service Center of Central Ohio and administration of ESCCO's sponsorship program.

Acknowledged:	
Signature and Date	
Printed Name	

Self-Reporting and Disclosure The undersigned hereby affirms that he or she has (mark one):
one or more potential conflicts to disclose.
no potential conflicts to disclose.
The nature of the potential conflict(s) is as follows below.
Potential Conflict Description(s):
Affirmed:
Signature and Date
Printed Name

<u>Application Process for New Schools, Replicators and Schools</u> <u>Seeking to Change Sponsors and Related Rigorous Criteria</u>

ESC Department of Community Schools Policy No. 2

ESCCO considers strong sponsorship practices to be essential to the success of community schools in Ohio. This belief is reflected throughout the entire life cycle of the relationship between ESCCO and its sponsored Schools. ESCCO requires schools that wish to obtain a sponsorship relationship with ESCCO to successfully complete a systematic application process, as set forth in the ESC Guidance, based on rigorous criteria and the use of an application form. The ESC Department of Community Schools is charged with continuously monitoring developments in the community school field and, when necessary, making changes to improve the application process/form. At all times, the application process will require at a minimum:

- A standard application form
- A defined timeline, which includes a planning stage of at least nine months for new schools and replicators.
- Prescriptive requirements for the submission of the application.
- Prescriptive criteria used to evaluate the application.
- Sponsoring priorities.
- An interview of final applicants.
- Public availability on the organization's website.

For replicators and schools seeking a new sponsor, the application process will require at a minimum a review of all of the following:

- Academic data.
- Sponsor's compliance reports.
- Financial records.
- Recent audit reports.
- -The school's governing authority's meeting minutes.
- For replicators: a business or growth plan and market research.
- For schools seeking a change in sponsor: any deficiencies cited by the current sponsor, along with the school's remedies.

The application process for replicators and schools seeking a new sponsor shall also require 1) interviewing the current sponsor of the applicant; and 2) interviewing the applicant.

Application reviewers will receive annual training regarding the application protocols and rubric criteria, which includes reviewer calibration.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March 23, 2018 Amended: February 28, 2020; March 27, 2020*

Contract Amendments and Updates

ESC Department of Community Schools Policy No. 3

The Sponsorship Agreement (the "Contract") between ESCCO and its sponsored community schools establishes the relationship between those parties. During the term of such agreements, however, there may be: a) changes to federal and/or state laws, regulations or rules are inconsistent with the terms of the Contract; or b) School data and changes to Ohio's accountability system that require modifications to the Contract Performance Measures.

On a continuing basis, the ESC Department of Community Schools will monitor federal and/or state laws, regulations, interpretations by competent legal authorities, School data, changes to Ohio's accountability system, and any other authority for relevant changes. The ESC Department of Community Schools will determine whether any such changes require modification of the Contract and/or the ESC Guidance and, when appropriate, shall prepare an amendment to the Contract and/or the ESC Guidance on at least an annual basis. By way of illustration only, the Ohio Department of Education makes changes to the rubric for sponsor evaluations on a regular basis. The ESC Department of Community Schools shall monitor these changes and will prepare amendments to the Contract and/or make modifications to the ESC Guidance in order to maintain compliance with such changes.

The ESC Department of Community Schools will notify the schools: 1) of such changes to rule, law and/or policy that impact the community school operations, and 2) the resulting amendments to the Contract or the ESC Guidance, on a regular basis, through its regular communications, professional development, technical assistance and in any other manner deemed appropriate. The ESC Department of Community Schools will also provide an annual training to assist the schools in understanding changes to rule, law and policy that impact community school operations.

The Contract shall contain a provision that the parties will modify the Contract by entering into written amendments to the Contract: a) when changes to federal and/or state laws, regulations or rules are inconsistent with the terms of the Contract; or b) School data and changes to Ohio's accountability system require modifications to the Contract Performance Measures.

Dates approved/amended by the ESC of Central Ohio Governing Board: March 23, 2018

Oversight Transparency

ESC Department of Community Schools Policy No. 4

ESCCO has a duty to provide effective oversight and evaluations of the community schools it sponsors. The ESC Department of Community Schools will share how it will monitor academic, operational and financial performance through the ESC Guidance, the Contract's provisions as they may be amended from time-to-time, its monthly meetings with the schools, professional development, technical assistance, regular communications, and, when required, through intervention. The ESC Department of Community Schools will proactively communicate the timelines related to the systems for oversight and evaluation and for gathering school performance, compliance and fiscal data. The ESC Department of Community Schools will develop specific processes to implement this Policy and communicate such processes to the schools through appropriate means, including but not limited to the ESC Guidance.

Dates approved/amended by the ESC of Central Ohio Governing Board: March 23, 2018

Enrollment and Financial Reviews

ESC Department of Community Schools Policy No. 5

The ESC Department of Community Schools will review enrollment and financial information of each community on at least a monthly basis. Such reviews will be conducted in accordance with law, the Contract and board-adopted process as stated in the ESC Guidance. The ESC Department of Community Schools will provide written feedback to the school following each month's reviews. Such written feedback may be provided through Epicenter or any other means reasonably calculated to make the school aware of the feedback. The financial reviews include a review of budget ledgers and transaction detail reports, and other items listed in the ESC Guidance and at least one monthly review will include a review of the five-year forecast. When a review indicates areas of financial concern, including but not limited to enrollment and/or revenue and expense fluctuations, the ESC Department of Community Schools will make recommendations to the school's governing authority regarding financial and enrollment decision-making.

Dates approved/amended by the ESC of Central Ohio Governing Board: March 23, 2018

Intervention

ESC Department of Community Schools Policy No. 6

When ESCCO has information, whether as a result of a review, receipt of a complaint, etc., that indicates a school it sponsors has violated the Contract, and/or is academically, financially or organizationally/operationally deficient, ESCCO will intervene. Provided that ESCCO does not determine, in its sole discretion, that the Contract violation and/or deficiency is of such a serious nature as to require the immediate suspension and/or termination of the Contract, the ESC Department of Community Schools will provide appropriate interventions to rectify the issue(s) and allow for the continued operation of the school. Because such interventions will vary depending on the circumstances of each situation, the Deputy Superintendent may vary the time periods set forth herein. The ESC Department of Community Schools will investigate the contract violation/deficiency and provide notice to the school of the Contract provision/deficiency at issue. The school will have 10 days to provide information to the ESC Department of Community Schools in response to the notice. Within 10 days of receiving information from the school, the ESC Department of Community Schools will provide proactive directions and a timeline for correcting the Contract violation/deficiency. Corrective actions may take various forms, depending on the nature of the deficiency being addressed and may include development of a corrective action/improvement plan, requests for documentation that deficiency has been addressed, notification of probationary status, or other means. The ESC Department of Community Schools will monitor the school's progress in correcting the deficiency. Monitoring may include submission of regular reports on the school's progress in correcting the deficiency and/or implementing the corrective action/improvement plan, site visits and/or meetings between school and sponsor, or other appropriate means. Progress on correcting the deficiency will be measured as set forth in a corrective action/improvement plan. The school's failure to correct deficiencies may lead to further corrective measures and/or the suspension or termination of the Contract. The ESC Department of Community Schools will establish processes for interventions and communicate such processes to the community schools sponsored by ESCCO. Communication of the processes may be made through inclusion in the ESC Guidance. The ESC Department of Community Schools will share this policy with such schools on at least an annual basis.

Dates approved/amended by the ESC of Central Ohio Governing Board: March 23, 2018

<u>Application Process for Renewal of Sponsorship Contract</u>

ESC Department of Community Schools Policy No. 7

The ESC of Central Ohio (ESCCO) considers strong sponsorship practices to be essential to the success of community schools in Ohio. This belief is reflected throughout the entire life cycle of the relationship between ESCCO and its sponsored schools. ESCCO requires each school that wishes to renew its sponsorship contract with ESCCO to successfully complete a systematic application process, as set forth in the Guidance Document, based on rigorous criteria and the use of an application form. The ESC Department of Community Schools is charged with continuously monitoring developments in the community school field and, when necessary, making changes to improve the application process/form.

Reviewers will receive annual training regarding the application protocols and rubric criteria, which includes reviewer calibration.

Dates approved/amended by the ESC of Central Ohio Governing Board: March 23, 2018

Amended: March 27, 2020

Termination of Sponsorship Contract

ESC Department of Community Schools Policy No. 8

Termination of a sponsorship contract has serious consequences for the school, the students and the community it serves. Consequently, absent exigent circumstances, including but not limited to health and safety issues or legal or fiscal malfeasance, ESCCO will attempt to resolve issues through improvement plans or other interventions, probation and/or suspension prior to termination of the Contract. ESCCO, however, in its sole discretion, reserves the right to skip all other steps and proceed directly with termination if appropriate. In addition to the procedures set forth in the Ohio Revised Code, the Contract, and the Ohio Department of Education's Closing Guidance, this Policy further explains criteria for termination and procedures to be followed.

While engaging in attempts at corrective action, the ESC Department of Community Schools will engage in regular communications with the school to ensure that the school is aware of breaches of the Contract or deficiency in performance and to monitor the school's progress in correcting such breaches/deficiencies.

In making the decision to issue a notice of intent to terminate, ESCCO may consider any information that is relevant to its decision. This information may come from various sources, including but not limited to audits of the school, monthly financial reviews, progress reports associated with interventions, reports of health and safety violations, site visits, monthly board meetings, compliance submissions, state report cards, assessment results, and annual reviews.

ESCCO may terminate a Contract before its expiration for any of the reasons contained in law or the Contract, including good cause. Good cause is a malleable term that encompasses various actions, failures, deficiencies and failures to act. By way of illustration only, examples of good cause include:

- 1. Sudden drops in enrollment, threatening the fiscal viability of the school;
- 2. Failure to attempt to correct contract violations or deficiencies in performance;
- 3. Failure to make progress pursuant to an improvement plan;
- 4. Refusal to participate in interventions;

ESCCO will determine what constitutes good cause based on the circumstances of each case in its sole discretion.

If a school requests an informal hearing, it will be conducted by the Superintendent or his/her designee. The school will be allowed to submit information for ESCCO's consideration that is relevant to the reasons stated in the notice of ESCCO's intent to terminate the Contract. The evidence may include, but is not limited to, the reasons that the school believes that there are no Contract violations and/or deficiencies, its plan to correct such violations/deficiencies, its request that ESCCO consider the use of corrective plans or other remedial actions in lieu of termination, or such other information as is relevant to the proceedings. The Superintendent or his/her designee will determine the medium in which evidence will be submitted and if evidence is relevant.

The Superintendent or his/her designee will include the following in issuing a decision following the informal hearing:

- 1. The reasons that ESCCO has proposed termination of the Contract as set forth in the notice of intent;
- 2. A summary of the school's response; and
- 3. A statement affirming or rescinding the decision to terminate the Contract.

If the school is seeking a new sponsor at the time of termination, the Coordinator will communicate with the school and the proposed sponsor as set forth in the procedures contained in the ESC Guidance. If the school is ineligible for or does not seek a new sponsor, the Coordinator and the school will proceed with the closure of the school as set forth in Policy Number 9, Plan of Action Closure of Community Schools, the current version of the "Ohio Department of Education's Community School Suspension and Closing Procedures" and applicable procedures contained in the ESC Guidance, with any adjustments required by the unique facts of the particular closure.

The Department of Community Schools will provide this policy to ESCCO sponsored schools before September 30th of each year.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March* 23, 2018 Amended: *March* 27, 2019; *February* 28, 2020

Plan of Action Closure of Community Schools

ESC Department of Community Schools Policy No. 9

ESCCO has an obligation to oversee the closure of one of its community schools. In order to avoid unnecessary disruptions that may result from the closure of a community school, ESCCO recognizes the importance of having a plan of action in place for such occasions. This is especially true when a school closes because it experiences financial difficulties or closes prior to the end of a school year. The following plan of action will be instituted whenever a community school closes. Each school closure is unique, which will result in variations in the actions that will need to be taken to ensure a smooth transition for the students, employees, creditors and the school's community. Because of the number of variables involved in such situations, the details and the timing of the plan of action may be varied for good cause with the approval of the Deputy Superintendent.

Whenever ESCCO becomes aware of information indicating that a community school is experiencing financial difficulties or is closing, the Coordinator will contact the School to obtain any necessary information to provide for ESCCO's intervention or for closure of the school, whichever is appropriate. In cases where intervention is warranted, ESCCO will proceed under policy Number 6, Intervention. In cases where the school will close before the end of the school year, the Coordinator will supply the school's administration with the current version of the "Ohio Department of Education's Community School Suspension and Closing Procedures" ("ODE's Procedures"). The Coordinator will review ODE's Procedures with the school and determine which, if any, of the steps required thereunder the school will not be able to complete.

Within twenty-four hours of the Coordinator's initial communication with the school regarding the school's closure, the ESC Department of Community Schools will make a preliminary determination of what services may be required to aid in the closure of the school. If there are any steps that the school is unable or unwilling to undertake to fulfill the requirements to close the school, the ESC Department of Community Schools will determine the steps necessary to ensure that the requirements are met. The ESC Department of Community Schools will make a recommendation as to whether ESCCO should act as a receiver or seek appointment of a receiver to oversee the closing of the financial records and to distribute the assets of the school if the school does not retain a treasurer to oversee its remaining financial activity.

To the extent that the school is willing and able to complete all of the steps necessary to close the school, the Coordinator will oversee the progress of the closure and facilitate ESCCO's aid in completing the closure.

The Coordinator will aid the school in notifying the parents, the staff and ODE that the school will close within 24 hours of the Governing Authority passing a resolution to close the school. If the school is unable/unwilling to make such communications, ESCCO will communicate with the parents, staff and ODE unilaterally. The ESCCO treasurer will take possession of and secure the school's records, property and assets immediately upon the suspension or closure of the school. ESCCO will retain the school's records in accordance with the proper records retention schedules. If the school has not transferred its records, property and assets to the ESCCO Treasurer within 30 days, ESCCO will consult with legal counsel to determine the best course of action to obtain possession of the same, including but not limited to possible legal action.

ESCCO will submit the required closing assurances to ODE following the closing of the school and the disposition of the school's funds and assets.

The following list outlines the overarching responsibilities for the various stakeholders over the course of the closure process; it reiterates, elaborates, and organizes some of the responsibilities already listed above while introducing responsibility not already listed. The list below conforms to ODE's Closing and Assurances Form, and all ODE-issued documents should be consulted in conjunction with this policy. Many of the responsibilities below are to be performed by School staff and/or the School's Treasurer, but many of the tasks can be performed by multiple possible parties including the Sponsor. Consult ODE's form as questions arise.

- 1. Notify ODE of closure, including a written timeline of all tasks that will ensure a smooth and compliant transition.
- 2. Notify staff within 24 hours of action to close school, including:
 - Reason(s) for closure;
 - Status of any legal action or appeal;
 - Their obligation to continue working through official closing date;
 - Provide sponsor contact information to staff;
 - Update Resident Educator documentation as needed and make available to affected teachers; and
 - Update LPDC information as needed and make available to affected teachers.
- 3. Notify parents of closure within 24 hours of the Governing Authority passing a resolution to close the school, including:
 - Information regarding school choice options, including the possibility of remaining at the school facing closure in the case it were to win an appeal;
 - Mechanism for confirmation of parental receipt;
 - Establish a parent meeting to discuss closure timeline and processes;
 - Provide location where their student's records will be sent; and
 - Provide contact information for the sponsor to answer ongoing questions and concerns.
- 4. Hold information meeting mentioned in parent notification above regarding options for students.
- 5. Secure all records, property, and assets.
- 6. Notify STRS and SERS of closure and ensure related contributions are current
- 7. Conduct a student enrollment/FTE review in conjunction with area coordinator, ideally within seven days of closing.
- 8. Clarify COBRA benefits and when medical benefits end (can also be performed by sponsor).
- 9. Review the financial records of the school.
- 10. Compile list of vendors, creditors, and debtors.
- 11. Notify vendors of closure, terminate contracts, retain records of past contracts and payments, and ask contractors to remove their property from school grounds as necessary.
- 12. Notify creditors of closure, request a final accounting of debt from each creditor, reconcile their reported number with the school's internal records, and negotiate debt settlements when possible.
- 13. Notify debtors of closure, request payment, turn debt over to debt collection agency if absolutely necessary, and retain records of payments and actions regarding debtors.
- 14. Organize student records, including:
 - Ensure records and transcripts are ready for immediate transfer/delivery;

- Compile a list of graduated students for future reference;
- Continue to report EMIS data;
- Ensure data and information needed for the FTE closure review is available;
- Deliver student data, including special education records as necessary, to each student's district of residence within seven days of closing, obtaining a signature of the person at the school receiving these documents; and
- Maintain an updated list of the delivered student records from item (k)(iv) above for the sponsor's review.
- 15. Account for and dispose of assets, including:
 - Notify the Auditor of State of closure and to schedule final audit;
 - Establish asset lists including inventory with the price of each item.
 - Establish the fair market value of assets;
 - Identify staff who have legal authority to implement payment processes;
 - Establish disposition plan for remaining items;
 - Notify ODE and public media regarding a public auction to dispose of property;
 - If assets are transferred to another school at no cost, provide board resolutions and minutes regarding such transfers;
 - If applicable, identify any Ohio Facilities Construction Commission guarantees, and notify OFCC within seven days if school received such a facilities grant;
 - If any federal fund purchases are valued at \$5,000 or more, complete necessary additional actions;
 - If any assets were purchased using Public Charter School Program grant funding or National School Lunch Program funds, consult ODE Assurances form regarding disposition of those assets:
 - Track the sale of items and maintain supporting documentation; and
 - If real property for the school was acquired from a public school district, offer the property back to that board of education at fair market value, or, if that board does not accept within 60 days, dispose of property in another lawful manner.
- 16. Prepare itemized financials, including:
 - Year-end statements:
 - A cash analysis as of the closing date;
 - Separate lists of the following:
 - i. investments;
 - ii. payables;
 - iii. unused checks;
 - iv. petty cash;
 - v. bank accounts:
 - vi. payroll reports;
 - vii. accounts receivable; and
 - viii. assets
 - Documentation regarding enrollment/FTE review
- 17. Monitor and maintain finances, even well after closing date, due to the delayed nature of various payments, settlements, and dispositions.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March* 23, 2018 *Amended: February* 28, 2020; *reapproved September* 25, 2020 12576006v5

ESC of Central Ohio Closure of Community School Checklist

The following list provides a separate form for closure procedures more thoroughly discussed in the ESC Department of Community Schools Policy No. 9 regarding closure. For any task with multiple subparts, it may be helpful to note when and by whom those individual subparts are completed instead of one date and name for all of them combined. The ESC Department of Community Schools reserves the right to revise the ESCCO official assigned to any and all specific tasks below based on the facts and circumstances of each School Closure.

Task Explanation	Date Completed	ESCCO Official Assigned to Task	Completed By
Contact school upon learning that school is experiencing financial difficulties or is considering closing to assess proper ESCCO action.		Coordinator	
If intervention is proper course of action, transition to procedures under Policy Number 6.		Coordinator	
If school will proceed with closing, supply administration with ODE Closing Procedures.			
Review ODE Closing Procedures with school administration to assign tasks and assess logistics.		Coordinator	
Determine whether ESCCO should act as receiver or instead appoint a receiver to oversee closure of financial records and asset distribution. (Only required if the School does not retain a treasurer to oversee remaining financial activities.)		ESC Dept. of Comm. Sch. makes recommendation to the ESC Board	
If School is willing and able to complete all necessary steps to close the School, oversee progress and facilitate ESCCO's aid in completing the closure.		Coordinator	
If School is unwilling and unable to complete all necessary steps to close the School, assign ESCCO personal responsible to complete any missing necessary steps.		Deputy Superintendent?	
Notify ODE of closure, including a written timeline of all tasks that will ensure a smooth and compliant transition.		Coordinator	

Task Explanation	Date Completed	ESCCO Official Assigned to Task	Completed By
Notify staff within 24 hours of action to close school, including:		Coordinator	
 Reason(s) for closure; Status of any legal action or appeal; Their obligation to continue working through official closing date; Provide sponsor contact information to staff; Update Resident Educator documentation as needed and make available to affected teachers; and Update LPDC information as needed and make available to affected teachers. 			
Notify parents of closure within 24 hours of the Governing Authority passing a resolution to close the school, including:		Coordinator	
 Information regarding school choice options, including the possibility of remaining at the school facing closure in the case it were to win an appeal and options for other suitable schools students might attend; Mechanism for confirmation of parental receipt; Establish a parent meeting to discuss closure timeline and processes; Provide location where their student's records will be sent; and Provide contact information for the sponsor to answer ongoing questions and concerns. 			
Hold information meeting mentioned in parent notification above regarding options for students.		Coordinator	
Secure all records, property, and assets upon the School's suspension or closure.		ESCCO Treasurer	

Task Explanation	Date Completed	ESCCO Official Assigned to Task	Completed By
If the School has not transferred all records, property, and assets within 30 days of the School's suspension or closure, notify legal counsel and determine best course of action to secure the same.		ESCCO Treasurer	
Notify STRS and SERS of closure and ensure related contributions are current.		ESCCO Treasurer	
Conduct a student enrollment/FTE review in conjunction with area coordinator, ideally within seven days of closing.		Coordinator	
Clarify COBRA benefits and when medical benefits end (can also be performed by sponsor).		ESCCO Treasurer	
Review the financial records of the school.		ESCCO Treasurer	
Compile list of vendors, creditors, and debtors.		ESCCO Treasurer	
Notify vendors of closure, terminate contracts, retain records of past contracts and payments, and ask contractors to remove their property from school grounds as necessary.		ESCCO Treasurer	
Notify creditors of closure, request a final accounting of debt from each creditor, reconcile their reported number with the school's internal records, and negotiate debt settlements when possible.		ESCCO Treasurer	
Notify debtors of closure, request payment, turn debt over to debt collection agency if absolutely necessary, and retain records of payments and actions regarding debtors.		ESCCO Treasurer	

Task Explanation	Date Completed	ESCCO Official Assigned to Task	Completed By
Organize student records, including: Ensure records and transcripts are ready for immediate transfer/delivery;		Coordinator	
 Compile a list of graduated students for future reference; Continue to report EMIS data; Ensure data and information needed for the FTE closure review is 			
 available; Deliver student data, including special education records as necessary, to each student's district of residence within seven days of closing, obtaining a signature of the person at the school receiving these documents; and Maintain an undated list of the 			
 Maintain an updated list of the delivered student records from item above for the sponsor's review. 			

Task Explanation	Date Completed	ESCCO Official Assigned to	Completed By
		Task	-,
Account for and dispose of assets, including: • Notify the Auditor of State of closure and to schedule final audit;		ESCCO Treasurer	
 Establish asset lists including inventory with the price of each item. Establish the fair market value of assets; 			
 Identify staff who have legal authority to implement payment processes; Establish disposition plan for 			
remaining items; Notify ODE and public media regarding a public auction to dispose of property;			
 If assets are transferred to another school at no cost, provide board resolutions and minutes regarding such transfers; 			
 If applicable, identify any Ohio Facilities Construction Commission guarantees, and notify OFCC within seven days if school received such a facilities grant; 			
 If any federal fund purchases are valued at \$5,000 or more, complete necessary additional actions; 			
 If any assets were purchased using Public Charter School Program grant funding or National School Lunch Program funds, consult ODE Assurances form regarding disposition of those assets; 			
 Track the sale of items and maintain supporting documentation; and If real property for the school was 			
acquired from a public school district, offer the property back to that board of education at fair market value, or, if that board does not accept within 60 days, dispose of			
property in another lawful manner.			

Task Explanation	Date Completed	ESCCO Official Assigned to Task	Completed By
Prepare itemized financials, including: Year-end statements; A cash analysis as of the closing date; Separate lists of the following: i. investments; ii. payables; iii. unused checks; iv. petty cash; v. bank accounts; vi. payroll reports; vii. accounts receivable; and viii. assets Documentation regarding enrollment/FTE review		ESCCO Treasurer	
Monitor and maintain finances, even well after closing date, due to the delayed nature of various payments, settlements, and dispositions.		ESCCO Treasurer	

Date approved by the ESC of Central Ohio Governing Board: September 25, 2020

Ongoing Technical Assistance

ESC Department of Community Schools Policy No. 10

In order to provide ongoing quality technical assistance to the community schools sponsored by ESCCO, the ESC Department of Community Schools will follow a continuing process of obtaining and utilizing information that will be useful to the schools from various sources, including but not limited to monitoring changes in state and federal law, studying literature in the field of community schools and recounting problems and solutions observed in monitoring the schools. "Technical assistance" includes targeted and customized supports to support schools in successfully fulfilling their legal and contractual obligations. The ESC Department of Community Schools will:

- provide timely assistance to the schools in response to issues, problems and concerns once they are identified by either the school or the sponsor.
- proactively solicit information from the schools about their need for technical assistance and about the quality and impact of previous technical assistance through a needs assessment.
- use the results of a needs assessment or survey to plan proactive technical assistance to the schools.

Dates approved/amended by the ESC of Central Ohio Governing Board: March 23, 2018

Professional Development for Schools

ESC Department of Community Schools Policy No. 11

In order to provide ongoing quality professional assistance to the community schools sponsored by ESCCO, the ESC Department of Community Schools will follow a continuing process of obtaining and utilizing information that will be useful to the schools for professional development from various sources, including but not limited to monitoring changes in state and federal law, studying literature in the field of community schools and recounting problems and solutions observed in monitoring the schools. As part of this process, the ESC Department of Community Schools will proactively solicit information from the schools about their needs for professional development and about the quality and impact of previous professional development through a needs assessment. The ESC Department of Community Schools will use the results of the needs assessment, as well as other information gained through this process, to plan professional development for the schools.

Dates approved/amended by the ESC of Central Ohio Governing Board: March 23, 2018

Sponsor-Self-Evaluation and Self-Improvement

ESC Department of Community Schools Policy No. 12

The ESC Department of Community Schools will establish a process that will allow ESCCO to obtain information to allow for the self-evaluation and self-improvement of ESCCO as a sponsor of community schools. At a minimum, this information will include the results of ESCCO's sponsor evaluation, feedback from stake holders, including the schools and ESCCO staff members, and the results of a self-evaluation using an evaluation instrument from a nationally recognized organization. The ESC Department of Community Schools will use the information to evaluate its work against national standards for community school sponsors (e.g., National Association of Charter School Authorizers) and will use the findings to develop goals and implement strategic action steps (the "Self-Improvement Plan").

The self-evaluation and self-improvement process will take place annually and the Self-Improvement Plan will be implemented by March 1st of each year.

Dates approved/amended by the ESC of Central Ohio Governing Board: March 23, 2018

ESC Department of Community Schools Process for Sponsor-Self-Evaluation and Self-Improvement

The ESC Department of Community Schools will follow the following process on at least an annual basis in order to provide for ESCCO's self-evaluation and self-improvement. We will utilize the following sources in order to gain pertinent information for this task:

- 1. Sponsor evaluation results
- 2. Stakeholder feedback
- ESCCO Coordinator meetings and discussions weekly; monthly/quarterly meetings with Deputy Superintendent; monthly meetings with other ESC coordinators
- 4. Self-survey
- 5. NACSA self-evaluation instrument
- 6. Other sources that may provide us with information relevant to potential areas of improvement and selecting the means for making such improvements.

After obtaining this information, the ESC Department of Community Schools will use the internal improvement process and strategic planning to help plan our growth over time using strategic action steps, measures, metrics, targets, and timeframes. We will notify staff and stakeholders of our self-evaluation/improvement efforts and implement the Self-Improvement plan by March 1st of each year. (Policy No. 12)





