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# **ESCCO Department of Community Schools Guidance**

# **Background Information**

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

# Ohio Charter Accountability Hierarchy

DEW
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.

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)

## Department of Education and Workforce (DEW) 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 DEW/sponsor contracts. Most sponsors must enter into contracts with DEW – 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 DEW. 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 DEW
- Meeting with schools' boards, reviewing school financial and enrollment records on a monthly basis (and preparing written reports, made available to DEW upon request).
- Notify DEW of Sponsor's determination to declare a community school to be on probationary status, to suspend the operation of the community school, or to terminate the community school contract, in accordance with applicable timelines
- 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 preliminary agreements, contract adoption resolutions, executed contracts, and any amendments must be filed with DEW within ten business days of execution and are available online at DEW's website.

(\*Conflict of Interest forms will be collected by the sponsor by September 30<sup>th</sup>.)

# 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 (with certain exceptions as indicated in R.C. 3314.02). 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 (if applicable)**

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 2024.

<u>Graham Elementary and Middle School (Columbus)</u> – K-8 Expeditionary Learning (EL) School. Contract expires in 2024.

Oakstone Community School (Columbus) – K-12 school serving students on the autism spectrum. 100% special education from Kindergarten through age 21. Contract expires in 2024.

<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 2024.

<u>The Graham School (Columbus)</u> – High school using part of their week for experiential programs in the community. Contract expires in 2024.

<u>The Maritime Academy of Toledo (Toledo)</u> – A maritime themed school serving grades 6-12. Contract expires in 2024.

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 <u>Community School Sponsorship</u>. Interested applicants may contact the Coordinators of the Community Schools for clarification. The ESCCO 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, in addition the priorities described above, 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.
- $1^{1}l_{2}$  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.
- $1 \frac{1}{2}$  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). If internal reviewers do not possess the necessary expertise, one or more external reviewers with sufficient expertise and sponsoring experience will be used. Additional external reviewers (with sufficient expertise and sponsoring experience) will also be used if not enough internal staff members are available. Each reviewer will individually score and document the rating for application criteria.

<u>September 30<sup>th</sup> 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 initial application results and selected applicants are invited to the ESCCO for an interview with Sponsor leadership (Superintendent/Deputy Superintendent, Treasurer, & Community School Coordinators). As indicated in the application rubrics, 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 may be offered to the new school. Technical assistance will ensue and deadlines for preliminary agreements and potential sponsorship contracts will be communicated.

 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 and Workforce's Sponsor Compliance and Oversight of Schools Compliance Worksheets and Quality Practices Rubric; monitoring communications and updates from the Department of Education and Workforce 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 DEW's compliance checklist – sent to us each year from DEW).
- 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 on-time and accuracy statistics.
- 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 Department of Education and Workforce. 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 as stated in the sponsorship agreement and/or ESCCO Policy and Practices. 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 education (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 DEW 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 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 renewals are due September 30<sup>th</sup> 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).

By June of Contract Expiration: Approved contract sent to DEW within ten days of execution.

#### 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.

**Note**: When providing technical assistance, ESCCO will from time-to-time identify and share law-related issues for consideration of the schools. The ESCCO, however, cannot provide legal advice to its schools, and technical advice in this area should not be treated as such. For legal matters, Sponsor recommends that schools and their governing authorities consult with their legal counsel.

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 and Workforce's Sponsor Compliance and Oversight of Schools Compliance Worksheets and Quality Practices Rubric; monitoring communications and updates from the Department of Education and Workforce 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, academic 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 education, governance, finance, and accountability are utilized to guide needed technical support.

Internally, there are three (3) 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 Department of Education and Workforce 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, Department of Education and Workforce 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 DEW 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

Department of Education and Workforce – Office of Community Schools

State Support Team 11

# **Educational Service Center of Central Ohio**

# **Community School Annual Review Rubric**

Name of Sponsor					
Sponsor Cont	act				
Sponsor Cont	act Email Address				
Name of Com	munity School				
School Conta	nct				
School Addre	ess				
	none Number				
	ct Email Address _				
the school's pe The school's ra the school's ac	considered using a five (5) point scale as found below. These ratings are holistic and consider the school's performance over multiple years/contract term.  The school's rating for individual components of the performance framework that summarizes the school's academic, fiscal, and organizational/operational record for multiple years and over the contract term will be attached to this report.  Excellent Very Good Fair Poor Not Evident				
5	4	Fair 3	2	Not Evident 1	
1. Epicenter Efficiency and Accountability  Rate the 'on time' submission and correctness of required documents.  Epicenter percentage on-time:					
5		4	3	2	1
Comments:					

2.	Technical Assistance, M	lonitoring and	I Intervention		
	ne frequency and degree of CAP's) or probationary no			ave any Corrective	Action
	5	4	3	2	1
Comm	ents:				
3.	Financial Plan				
Rate th	ne degree to which the sch	ool performed	its obligations note	ed in the Financial	Plan.
	5	4	3	2	1
Comm	ents:				
4.	Enrollment				
Rate th	ne level of student retention	n/transiency du	ıring life of the con	tract.	
	5	4	3	2	1
Comm	ents:				
5.	Governance/Organization	nal/Operation	nal		
Rate the overall leadership of the governing authority and operational 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?

	versation surround mework from the co		ata will occur as	s well as Exhibit 4	and Performance
	5	4	3	2	1
Comme	ents:				
7.	Contract Sufficier	ncy (per ORC sec	ction 3314.03)		
	el of contract suffic en updated to their		cklist will be us	ed to determine w	hether contract
Comme	ents:				
8.	Conclusion				
How is	the school perform	ing in relation to t	he contractual	requirements?	
Comme	ents:				
Areas o	of Strength				
Areas o	of Improvement				
Subseq	uent Actions				
Summa	ry of Performance	Over Contract Te	rm and Prospe	cts for Renewal	
	he school's annual			cts for renewal wil	l be communicated
ESC Ac	ctions				
	Completed cor	mmunity school p	erformance fra	mework attached	
	Date ESC com	nmunicated the re	port to the sch	ool's governing au	thority
	Date ESC disc governing auth		and prospects	for renewal with th	ne school's



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

# Application Process and Timeline for New Community Schools, Replicators, and Schools Seeking a Change in Sponsor

# **Application Process and Timeline**

## **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). If internal reviewers do not possess the necessary expertise, one or more external reviewers with sufficient expertise and sponsoring experience will be used. Additional external reviewers (with sufficient expertise and sponsoring experience) will also be used if not enough internal staff members are available. Each reviewer will individually score and document the rating for application criteria.

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 initial application results and selected applicants are invited to the ESCCO for an interview with Sponsor leadership (Superintendent/Deputy Superintendent, Treasurer, & Community School Coordinators). As indicated in the application rubrics, 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 may be offered to the new school. Technical assistance will ensue and deadlines for preliminary agreements and potential sponsorship contracts will be communicated.

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

# Protocol for Evaluating Applications for New Community Schools, Replicators, and Schools Seeking a Change in Sponsor

Note: This protocol should be read in conjunction with ESC Department of Community Schools Policy No. 2: Application Process for New Schools, Replicators and Schools Seeking to Change Sponsors and Related Rigorous Criteria.

ESCCO staff (and outside reviewers if applicable) will review applications for new community schools, replicators, and schools seeking a change in sponsor according to the Application Rubric for new schools or the Application Scoring Rubric for sponsor transfer or replicators. These reviewers will make evidence-based decisions, including the gathering, reviewing, and maintaining of documents and data that constitute such evidence. The rubric includes both academic and non-academic (financial and organizational/operational) measures. For replicators/sponsor transfers, the measures incorporate student achievement data, financial audits, site visit reports, and other items as described throughout the rubric.

Reviewers will be trained on application review protocols and rubric criteria annually. Such training will include reviewer calibration. Each reviewer will individually score and document the rating for rubric criteria.

Consideration of application, 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 sponsorship recommendation decision as described in the appropriate table. For example, to be considered for sponsorship, the community school must receive more than 75% of the possible points on the rubric.

For replicators/sponsor transfers, in addition to achieving an acceptable score on the rubric, the community school must also be fiscally and operationally viable, meaning the school: is not in "unauditable status; is not in probationary (for financial or operational reasons), suspended or closed status; does not have any unresolved findings for recovery (as identified on annual fiscal audits); and received an 'unqualified' opinion on the school's most recent annual fiscal audit.

#### **Educational Service Center of Central Ohio**

#### Community School Sponsor Transfer OR Replicator Application

## For Those Requesting Sponsor Transfer or Replication Sponsorship from the ESCCO

Directions: Please complete this application on this template and email completed application to one of the ESC coordinators listed below. Attach any needed supporting documents and documents required to be submitted (listed below). (If required documentation is not available for certain items, submit explanation with application stating why documentation is not available.) Please contact a Community School Coordinator: Sophia Speelman (sophia.speelman@escco.org), Tamar Campbell (tamar.campbell@escco.org), or James Marion (james.marion@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!

 As part of the application process for a transfer/replication school, an interview with the current sponsor and applicant as well as school visit/site visit will be scheduled. This application and the application scoring rubric will be used as baseline information for the visit and interview. Section I. Date of Submission: Name of school: Phone: \_\_\_\_\_ Fax: \_\_\_ Grades served: Enrollment: Number of locations: IRN \_\_\_\_\_ Current sponsor: Current Sponsor Contact Name: \_\_\_\_\_\_ Current Sponsor Contact Phone Number: Name of Person Submitting Proposal: Phone Number of Person Submitting Proposal: \_\_\_\_\_ Superintendent: \_\_\_\_\_ Phone: Cell (if different):

Email:	
Phone:	Cell (if different):
Email:	
Governing Board President:	
Phone:	
Email:	
Enrollment by grade including s	student numbers (include current and prior four years):
Enrollment projection by grade	and number of staff at each grade:
20 20 :	
2020:	
2020 :	
Departing the staff mades up of the	a calcal analysis as magiticas (licensed and annest staff)

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? (Provide performance framework/accountability plan that you are currently operating under with your sponsor, and ratings on same.)

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 two most recent independent audits.

Attach a copy of the most recent independent audit with any findings, as well as, how they were addressed. If no audits have included any findings, indicate such.

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 rental/mortgage payment.

#### SECTION IV.

#### **Business Plan**

Discuss the board's business/growth plan. The business plan should include a formal statement of business goals, reasons they are attainable and plans for reaching them while containing background information on the academic, financial and operational position of the organization over multiple years.

#### SECTION V.

#### Marketing Plan

Discuss the board's marketing plan. For replicators, include market research. Market research should include analysis of student and student subgroup(s) academic needs to be served by the proposed community school that are not met by existing schools in the area or community; demonstrated demand for the proposed community schools; and data collection and analysis in the areas of the real estate market, availability of transportation, enrollment fluctuation in surrounding schools, job growth, number and age range of students in the surrounding area of the proposed facility, crime rates, etc.

#### **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?

Ha	ave all members completed the required Open Meetings Training?
SE	ECTION VII.
Er	rollment
Ho	ow does a student enroll in the school? Please include copies of forms and/or applications.
SE	ECTION VIII.
Sc	chool 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
SE	ECTION IX.
Αc	Iditional Documentation
	Provide copies of board minutes for current and prior year
	Provide copies of last three sponsor site visit/compliance reports
	Provide any commendation letters, deficiency letters, and/or corrective action plans given by sponsor
	Provide copies of last three annual reports
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 Application:
	When Interview with applicant is to occur:
	When interview with current sponsor is to occur.

# Community School Sponsor Transfer OR Replicator Application Scoring Rubric

Academic Performance Framework (K-12) – Based upon performance including multiple years and measures of achievement.

Report Card Scale and Conversion to Stars			
4 points	3 points	2 points	1 point
Exceeds Standard	Meets Standard	Approaching Standard/Needs support to meet standards	Falls Far Below Standard/Needs significant support to meet state standards
A/B or 4-5 Stars	C = 3 - 3.5  Stars	D = 1.5 – 2.5 Stars	F = 1 Star

<sup>\*</sup> Stars do not apply to Dropout Prevention Recovery Schools (DOPR) as that report card has not changed.

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

# **Overall School Performance Grade/Rating on Local Report Card**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard /Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

# **Gap Closing Component Grade/Rating – Annual Measurable Objectives** (AMOs)/Performance Goals

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard /Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

# **Achievement - Component Grade/Rating**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard /Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

# 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)

<sup>\*</sup>Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Achievement Component Rating above.

# 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)

<sup>\*</sup>Note: This item is not rated for school year 2021-2022 and thereafter.

# 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/Rating**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard /Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

# **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)

<sup>\*</sup>Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Achievement Component Rating above.

# **Progress – Students with Disabilities**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard /Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

# 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)

<sup>\*</sup>Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Achievement Component Rating above.

# 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)

<sup>\*</sup>Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Achievement Component Rating above.

# 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)

<sup>\*</sup>Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Achievement Component Rating above.

# Improving At-Risk K-3 Readers Component Grade/Rating - Helping Students who are reading below grade level

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard /Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

## 3. Are students graduating from high school?

# **High School Graduation Rates**

## **Graduation Rate-Component Grade/Rating**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard /Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

#### **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)

<sup>\*</sup>Note: This item is not rated for school year 2021-2022 and thereafter.

# **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)

\*Note: This item is not individually rated for school year 2021-2022 and thereafter. For 2021-2022 school year and thereafter, ESCCO will assign points for the 5-year graduation rate based on standards in OAC 3301-28-10: 5 stars(>=96.5%); 4 stars (>=93.5% but less than 96.5%); 3 stars (>= 90% but less than 93.5%); 2 stars (>= 84% but less than 90%); 1 star (less than 84%).

# Graduation 4, 5, 6, 7, and 8-Year Rates (pertains only to Dropout Prevention and Recovery schools)

Score	Graduation Rate - Dropout Prevention and Recovery schools
	Rating (4 points possible for each year, for total of 20 possible points)
	Exceeds Standard – 4 Points Meets Standard – 3 Points Approaching Standard/Needs Support – 2 Points Falls Far Below Standard/Needs significant support – 1 Point
	4 Year Rate
	5 Year Rate
	6 Year Rate
	7 Year Rate
	8 Year Rate

# 4. How well prepared are students for future opportunities?

# Prepared for Success: College, Career, Workforce, and Military Readiness Component Grade/Rating (pertains to high schools only)\*

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Overall Prepared for Success Grade equals (A) or (B)
	3	Meets Standard	Overall Prepared for Success Grade equals (C)
	2	Approaching Standard /Needs Support	Overall Prepared for Success Grade equals (D)
	1	Falls Far Below Standard /Needs significant support	Overall Prepared for Success Grade equals (F)

<sup>\*</sup> The overall component is not rated, and the measures are not individually rated, for the 2021-2022 through 2023-2024 school years; report only until at least 2024-2025 school year.

# 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 /Needs Support	School did not meet its mission-specific goal(s)
	1	Falls Far Below Standard /Needs significant support	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 /Needs Support	School did not meet its mission-specific goal(s)
	1	Falls Far Below Standard /Needs significant support	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 /Needs Support	School did not meet its mission-specific goal(s)
	1	Falls Far Below Standard /Needs significant support	School fell far below its mission-specific goal(s)

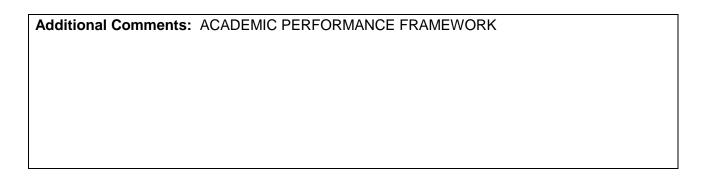
6. How is the school doing in comparison to similar schools in a specific, identified area (e.g., Combined Graduation Rate for dropout recovery schools, Achievement)?

(Based on comparators used in contract with current Sponsor. If not available in existing contract, will be determined by ESC.)

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 /Needs Support	School earned an average of 2 points on comparison goal rubric
	1	Falls Far Below Standard /Needs significant support	School earned an average of 1 points on comparison goal rubric

# How is the school doing in comparison to similar schools in a specific, identified area on the Progress component?

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 /Needs Support	School earned an average of 2 points on comparison goal rubric
	1	Falls Far Below Standard /Needs significant support	School earned an average of 1 points on comparison goal rubric



<u>Academic Performance</u>: Total Points Possible = \_\_/\_earned (total possible points is school-specific, based on report card measures)
Weight = 40%

# **Financial Performance Framework**

## **Near-Term Measures**

1. 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 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
	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? 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

<b>Additional Comments:</b>	FINANCIAL PERFORMANCE FRAMEWORK

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

# **Organizational Performance Framework**

# **Educational Program**

# **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  • State of Ohio 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	Meets Standards w/CAP	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) /management company  • 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	
Additiona	al Comments	S:	

# **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) /management company, 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

		<ul> <li>Conflicts of Interest</li> <li>Board composition and/or membership rules</li> <li>Compensation for attendance at meetings</li> </ul>
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, DEW, 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:		
Additional Commonts.		

# **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	

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 Department of Education and Workforce  • 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%

# **Transfer/Replicator Application: Preliminary Points Earned**

## **Rubric Calculation**

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

# Preliminary Application 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 – failed to meet cut score	

Indicate	e the Following:
F	Recommend for further consideration
[	Do Not Recommend
Signed	
Date	

The following must be addressed in interviews.

Scoring is based on the application, submitted documentation, and interviews with the school applicant and the applicant's current sponsor. If current sponsor is not able and/or willing to participate in interview, the rating will be based solely on submitted documentation and interview with school applicant.

**I. Enrollment:** Historical enrollment and enrollment projections.

Score	Possible Score	Rating	Definition
	2	Meets Standard	School enrollment has been steady or increasing
	1	Approaching Standard	School enrollment history of decreasing not more than 2.5% for most recent five-year period
	0	Falls Far Below Standard	School enrollment has declined more than 2.5% for most recent five-year period

**II. Academic Performance:** Current academic goals and progress; strategies in place to ensure needs of students with special needs are met; and student data analysis.

## 1. Academic goals in current sponsor contract

Score	Possible Score	Rating	Definition
	2	Meets Standard	School has challenging goals and has achieved a majority of these goals
	1	Approaching Standard	School has made progress on achieving the majority of its goals
	0	Falls Far Below Standard	School has not made progress on achieving a majority of its goals

#### 2. Special needs students

Score	Possible Score	Rating	Definition
	1	Meets Standard	School has adequate strategies in place to meet the needs of students with special needs
	0	Does Not Meet Standard	School does not have adequate strategies in place to meet the needs of students with special needs

## 3. Data analysis

Score	Possible Score	Rating	Definition
	2	Meets Standard	School collects and analyzes student-level and school-wide progress towards academic goals
	1	Approaching Standard	School collects and analyzes some student- level and school-wide progress towards academic goals
	0	Falls Far Below Standard	School does not collect and analyze student- level and school-wide progress towards academic goals

**III. Financial Solvency**: Financial controls and procedures; audit findings; 5-year forecast; and school facilities needs, leasing/purchasing situation, and monthly payments.

## 1. Financial Data

Score	Possible Score	Rating	Definition
	2	Meets Standard	School submitted all financial solvency data as indicated in application instructions
	1	Approaching Standard	School submitted the majority of data requested
	0	Falls Far Below Standard	School did not submit the majority of data requested

## 2. Financial Solvency and Facility Needs

Score	Possible Score	Rating	Definition
	2	Meets Standard	School data indicates it is financially solvent and is able to meet its facility needs
	1	Approaching Standard	School data indicates the school has some financial instability and struggles to meet its facility needs
	0	Falls Far Below Standard	School is or is in danger of becoming financially insolvent and/or is unable to meet its facility needs

## IV. Business Plan

Score	Possible Score	Rating	Definition
	2	Meets Standard	The school has a sound business plan with attainable goals, plans for reaching goals, and analysis of the organization over multiple years

1	Approaching Standard	The school's business plan is vague, does not include clear goals and plans for reaching goals, and does not include an analysis of the organization over multiple years
0	Falls Far Below Standard	The school does not have a business plan or goals

# V. Marketing Plan

Score	Possible Score	Rating	Definition	
	<ul> <li>Meets Standard</li> <li>Approaching Standard</li> </ul>		The school has a sound marketing plan, and for replicators market research demonstrates sufficient demand or need for a new school in the proposed area or community	
			The school's marketing plan is vague and not customized to the school's needs, and for replicators does not demonstrate a strong demand or need for a new school in the proposed area or community	
	0	Falls Far Below Standard	The school does not have a marketing plan, and for replicators the school did not conduct market research to demonstrate a demand or need for a new school in the proposed area or community	

# VI. Governance

Score	Possible Score	Rating	Definition	
	1	Meets Standard	The school board complies with public records and open meetings requirements	
	0	Approaching Standard	The school board has instances of non- compliance with public records and open meetings requirements in the past 3 years	

## **VII. Enrollment Process**

Score	Score Possible Rating Score		Definition	
1		Meets Standard	The school has adequate enrollment procedures that comply with Ohio requirements	
	0	Approaching Standard	The school's enrollment procedures that do not comply with Ohio requirements	

## VIII. School Safety

Score	Possible Score	Rating	Definition
	1	Meets Standard	The documents submitted by the school demonstrate school safety procedures are in compliance with Ohio requirements and meet student needs
	0	Approaching Standard	The documents submitted by the school do not demonstrate school safety procedures are in compliance with Ohio requirements and/or procedures do not meet student needs

## IX. Additional Documentation

## 1. Compliance with application instructions

Score	Score Possible Rating Score		Definition	
	1 Meets Standard		The school submitted all applicable documents indicated in application instructions	
	0	Approaching Standard	The school did not submit all applicable documents indicated in application instructions	

# 2. Has school promptly remedied any deficiencies cited by current sponsor in sponsor compliance reports?

Score	Possible Score	Rating	Definition
	2	Meets Standard	
	1	Approaching Standard	
	0	Does Not Meet Standard	

## **Interview Rating Rubric Calculation**

Total Points	Total Points	% of Total
Earned	Possible	Points Earned
		%

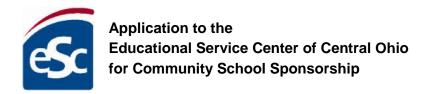
## **Total Points Earned (Transfer/Replicator Application and Interview Points Combined)**

	Total Points Earned	Total Points Possible	% of Total Points Earned	Weight
Application			%	50%
Interview			%	50%
Average of Application and Interview			%	

# Overall Transfer/Replicator Application Rating

Rating	Definition	Decision - Next Step
Exceeds Standard 85% or more of Total Points	Highly Recommended for Sponsorship	
Meets Standard 75-84% of Total Points	Recommend for Sponsorship	
Does Not Meet Standard <75% of Total Points	Do not recommend for Sponsorship – failed to meet cut score	

Post interview final recommendation:			
Recommend for Sponsorship			
Do Not Recommend			
Signed			
Date	_		



For Office Use Only			
Date Received:			

Applicatio	n Date:			
Communi	ty School Develo	pment Team:*		
Name			A	rea of Expertise
1)				
2)				
,				D )
Developm	ent Team Resou	irces (Purchased	I or Donated Service	ces Providers):
1)				
2)				
3)				
4)				
Contact D	eveloper:			
Comact B	eveloper:	First	Middle	Last
Address:				
	Street / PO Box		City	Zip Code
	Telephone			Fax
	Email Address			

<sup>\*</sup> 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. Each reviewer will individually score and document the rating for application criteria. A recommendation will be made to the Educational Service Center of Central Ohio Superintendent and finally to the ESCCO Governing Board.

#### THE COVER SHEET

**Before** filling in the information on the cover sheet provided in this packet, please make a copy for use as a master copy. Having a copy 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**

Provide the name of the school district in which the community school will be located.

## **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 may be located in any school district. 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. Include analysis of student and student subgroup(s) academic needs to be served by the proposed community school that are not met by existing schools in the area or community. \*\*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.
- Student Transportation Outline your approach to the transportation of your proposed school's students. Be sure to review the most recent community school student transportation statutes 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 Business Plan
- B) The Marketing Plan.
- C) Plans for financing the school through the planning stages.
- D) Plans for financing the school on an ongoing basis when it has opened.

#### PRESENTING THE MARKETING AND PRE-BUSINESS PLAN

- A) **The Business Plan** Describe goals, reasons they are attainable, and plans for reaching them.
- B) **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.

- C) **Planning the Finance Stage** Cite the primary sources of support for the financing of the planning stage with a round figure per each source.
- D) **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, STAFFING, 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.
  - Human Resources/Staffing Plan (to include a written plan for the recruitment, selection, training and retention of individuals for specific job functions and charging them with the associated responsibilities based on need, capacity and financial and human resources...
  - 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 Department of Education and Workforce 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 contact 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.

**Submission** – Email completed application to a Community School Coordinator: Sophia Speelman (sophia.speelman@escco.org), Tamar Campbell (tamar.campbell@escco.org), or James Marion (james.marion@escco.org).

**Timeframe and Notification** – Through the course of the calendar year, allow approximately one week for a letter or email acknowledging receipt of the application and allow two to four weeks for a letter or email 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**

Name of 0	Community Sc	hool				
Contact P	erson					
Address _	Street				State	Zip
			•			<u>'</u>
Contact P	erson Email A	ddress:				
Communit	y School App	olication - R	ubric			
which best		e composite	score for the	scale as found bel section(s) referer		
For detailed	d descriptions	of what is ex	kpected, use	the ESCCO appli	cation with the	e rubric.
Excelle	nt Ver	y Good	Fair	Poor	Not Evider	nt
5		4	3	2	1	
1. Cover	Sheet					
5						
•		4	3	2		1
	erall completi	•		<b>2</b> luding the followin	g and other ite	
Rate the ov	verall completi	on of the cov	ver sheet incl	luding the followin	g and other ite	

Names and resumes of Development Team Resources. (Yes or no)

2.	Student Profile	•			
	5	4	3	2	1
	te the completior d provide an over		rofile including th	ese nine (9) elements	s. Rate each item
	_ Age/grade leve	I(s) of students.			
		nent per age/grad ars of the school's		nsed staff, teacher-stu	udent ratio for the
	Rationale for ta the resources o	•	ent population. De	emographics and mat	ch of students with
	_ Student attenda open.	ance area and tra	ditional school dis	strict within which pro	posed school is to
	_Type of school	intended: Genera	al Population or A	t-risk	
	_ Local market re	esearch data pres	ented to justify a	market for the school	concept.
	The proposed role of parents – What will be done to attract parents and keep their support?				
		students, services s, EL, and Gifted/		Provided outline of se	rvices for students
	_ Student transpo area.	ortation – Approa	ch to the transpor	tation of students for	entire attendance
Со	mments:				
_					
3.	Educational Pro	ogram			
	5	4	3	2	1
	te the componen	its of the education	nal program. Ra	te each item and prov	ride an overall rating
		sion statement – N measureable, alig	•	ureable, clear and ba statement.	lanced Exit
	_ Curriculum – C student popula		ed along with the	research supporting the	nis decision for the

\_\_\_ Instructional Design – Identified delivery model to be used and research to support it.

		sessments, i.e., kir	•	ion of Ohio testing ar iness, Third Grade G	•
Com	ments:				
4. N	larketing and	Business Plan			
	5	4	3	2	1
Rate abov	•	and Business Plar	n. Rate each ite	em below and provide	an overall rating
I	Business Plan -	-Identified goals, r	easons they are	e attainable, and plan	s for reaching them.
	•		• .	narket research to be ne school venture.	used for local
ا	Primary source	s of support cited	for planning stag	ge with dollar amount	s noted.
	Cited sources o	of support for conti	nued operation	of the school with am	ounts noted.
Com	ments:				
5. 0	overnance an	d Management S	tructures		
	5	4	3	2	1
Rate abov		ce and Marketing F	Plan. Rate each	n item below and prov	vide an overall rating
				e of the governing au d as part of this charte	
		ommunity Involver nunity in the gover		d how the school will i hool.	involve parents and
	management o		ling: pupil servic	ing authority will prov es, human resources ment.	

Comments:						
6. School Assessment and Accountability						
5	4	3	2	1		
Rate the School A overall rating above		countability Pla	n. Rate each item be	elow and provide an		
	nent of Educational nents of the educati		ovided a narrative de	scribing the alignment		
will participate	e in; identified other of will assure the va	means of asse	arts of the state testing students each oility of portfolio and o	•		
	rs of Success – Ide riability of the propo		dicators will be used	to measure the		
Comments:						
7. Developmenta	al Timeline/Capaci 4	ty to Execute	2	4		
	-			1		
the date of applica	tion and the openin	ng of school alo		ling to occur between lates. Indicate below if		
Local community s	support research (Y	es or no)				
Mission, vision, an	d purpose (Yes or	no)				
Mission Specific go	oals and objectives	(Yes or no)				
Educational progra	am with curriculum	(Yes or no)				
Governance policie	es set and publishe	ed (Yes or no)				

9. Stakeholders Rate community supand/or administrator 5 Comments:	rs? <b>4</b>	3	of potential governing	g authority members 1
Rate community sup		ment/knowledge	of potential governing	g authority members
9. Stakeholders				
Comments:				
5	4	3	2	1
Rate the developer's	s knowledge and	involvement with	n the proposed school	?
8. Developer				
Comments:				
Opening of school w	•		) (Yes or no)	
• (			zoning commission (by	June 15 or the
Student rights and re		·		
Health and Safety Ir	•	•		
Staffing (Yes or no)				
Support Services ar	ranged such as f	ood services, tra	nsportation, etc. (Yes	or no)
Equipment needs ar	nd purchases (Ye	es or no)		
Budget (Yes or no)				
	written and availa	ble (Yes or no)		
Student Handbook v		,		
Pupil achievement s Student Handbook	standards (Yes or	no)		

10. Concluding	Statement			
5	4	3	2	1
				osed school a high hey have the capacity
11. Instructions				
5	4	3	2	1
_	to which instructions		•	
	its Regarding Applica			
Total Score, Item	ns 1-11	Н	ighest Possible S	core = 55 (11 x 5 = 55)
Rubric Calculat		liminary Points E	arned	
Total Points Earned	Total Points Possible	% of Total Points Earned		

%

55

# **Overall Application 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 – failed to meet cut score	

Indicate the Followin	ng:			
Recommend	for further consi	deration		
Do Not Reco	mmend			
Signed				
Date				
The following mus	t be addressed	in interviews:		
12. Conflict of Inter	rest			
5	4	3	2	1
Rate the developer's	s response to co	nflict of interest.		
interest? This would	l include such thi	ings as nepotism i	oing to assure that the in hiring practices, ne bjective admittance o	potism in contracts
Comments:				

## 13. State Accountability

5	4	3	2	1
Rate the developer's	response to sta	te accountability.	(May have been ad	dressed in #6)
In those areas or gra report card measure: accountable for?				
Comments:				
14. Security Protoc	ol			
5	4	3	2	1
Rate the developer's	response to tes	t security protoco	l assurances.	
Comments:				

## **Total Points Earned**

## **Rubric Calculation**

Total Points	Total Points	% of Total
Earned	Possible	Points Earned
	70	%

# **Overall Application Rating**

Rating	Definition	Decision - Next Step
Exceeds Standard 85% or more of Total Points	Highly Recommended to continue to recommend for Sponsorship	

Meets Standard 75-84% of Total Points	Recommended to continue to recommend for Sponsorship
Does Not Meet Standard <75% of Total Points	Do not recommend for Sponsorship – failed to meet cut score

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).

By June of Contract Expiration: Approved contract sent to DEW within ten business days of execution

#### **Educational Service Center of Central Ohio**

## **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.

In addition to achieving an acceptable score on the rubric, the community school must also be fiscally and operationally viable, meaning the school: is not in "unauditable status; is not in probationary (for financial or operational reasons), suspended or closed status; does not have any unresolved findings for recovery (as identified on annual fiscal audits); and received an 'unqualified' opinion on the school's most recent annual fiscal audit.

# **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:				
Treasurer:				
Phone Number:				
Fax Number:				
Email Address:				
Governing Board Preside	ent:			
Address:				
Phone Number:				
Email Address:				
	Phone Numb	per Ema	il 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 and analyze data indicating school has met standards for the bonus framework.
   Please be clear in the metrics reported. (See Bonus Framework for additional details.
- 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; To be completed by sponsor.)

Contracts Expiring: June 30,	
------------------------------	--

## <u>ACADEMIC PERFORMANCE FRAMEWORK: K-12 – Based upon performance over term of the contract including multiple years and measures of achievement.</u>

Report Card Scale and Conversion to Stars			
4 points	3 points	2 points	1 point
Exceeds Standard	Meets Standard	Approaching Standard/Needs support to meet standards	Falls Far Below Standard/Needs significant support to meet state standards
A/B or 4-5 Stars	C = 3 - 3.5  Stars	D = 1.5 - 2.5  Stars	F = 1 Star

<sup>\*</sup> Stars do not apply to Dropout Prevention Recovery Schools (DOPR) as that report card has not changed.

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

#### **Overall School Performance Grade/Rating**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard/ Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

## Gap Closing Component Grade/Rating – Annual Measurable Objectives (AMOs)/Performance Goals

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars

<sup>\*\*</sup> Items with no rating because item is no longer rated after the 2021-2022 school year, and no ratings were available during the contract term because of COVID-19, will be noted with NR and will not be included in total points possible when scoring Academic Performance.

2	 Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
1	Grade/Rating on Local Report Card equals (F) or 1 Star

#### **Achievement - Component Grade/Rating**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard/ Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

# 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)

<sup>\*</sup>Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Achievement Component Rating above.

## 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)

<sup>\*</sup>Note: This item is not rated for school year 2021-2022 and thereafter.

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/Rating**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard/ Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

#### **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)

<sup>\*</sup>Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Progress Component Rating above.

### **Progress – Students with Disabilities**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Value Added Index equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Value Added Index equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Value Added Index equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard/ Needs significant support	Value Added Index equals (F) or 1 Star

#### 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)

<sup>\*</sup>Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Progress Component Rating above.

#### 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)

<sup>\*</sup>Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Progress Component Rating above.

#### **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)

<sup>\*</sup>Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Progress Component Rating above.

## Improving At-Risk K-3 Readers Component Grade/Rating - Helping Students who are reading below grade level

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard/ Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

#### 3. Are students graduating from high school?

#### **High School Graduation Rates**

#### **Graduation Rate-Component Grade/Rating**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard/ Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

#### **Graduation 4-Year Rate (Traditional Community 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)

<sup>\*</sup>Note: This item is not individually rated for school year 2021-2022 and thereafter.

#### Graduation 5-Year Rate (Traditional Community Schools)\*

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Overall Graduation Rate equals (A) or (B) or ESCCO rates 4-5 Stars
	3	Meets Standard	Overall Graduation Rate equals (C) or ESCCO rates 3 Stars
	2	Approaching Standard /Needs Support	Overall Graduation Rate equals (D) or ESCCO rates 2 Stars
	1	Falls Far Below Standard/ Needs significant support	Overall Graduation Rate equals (F) or ESCCO rates 1 Star

<sup>\*</sup>Note: This item is not individually rated for school year 2021-2022 and thereafter. For 2021-2022 school year and thereafter, ESCCO will assign points for the 5-year graduation rate based on standards in OAC 3301-28-10: 5 stars(>=96.5%); 4 stars (>=93.5% but less than 96.5%); 3 stars (>= 90% but less than 93.5%); 2 stars (>= 84% but less than 90%); 1 star (less than 84%).

If a school (including a dropout prevention and recovery school) with a graduation rate of less than 84% improves its graduation percentage by 5% or greater over the prior year, the school will receive an extra point for this item. (For example, if a school would otherwise receive 1 point for this item, but improves its percentage by 5%, they will receive two points.)

## Graduation 4, 5, 6, 7, and 8-Year Rates (pertains only to Dropout Recovery and Prevention schools)

Score	Graduation Rate – Dropout Prevention and Recovery schools
	Rating (4 points possible for each year, for total of 20 possible points)
	Exceeds Standard – 4 Points Meets Standard – 3 Points Approaching Standard/Needs Support – 2 Points Falls Far Below Standard/Needs significant support – 1 Point
	4 Year Rate
	5 Year Rate
	6 Year Rate
	7 Year Rate
	8 Year Rate

### 4. How well prepared are students for future opportunities?

## Prepared for Success: College, Career, Workforce, and Military Readiness Component Grade/Rating (pertains to high schools only)\*

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Overall Prepared for Success Grade equals (A) or (B)
	3	Meets Standard	Overall Prepared for Success Grade equals (C)
	2	Approaching Standard /Needs Support	Overall Prepared for Success Grade equals (D)
	1	Falls Far Below Standard/ Needs significant support	Overall Prepared for Success Grade equals (F)

<sup>\*</sup> The overall component is not rated, and the measures are not individually rated, for the 2021-2022 through 2023-2024 school years; report only until at least 2024-2025 school year.

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/ Needs Support	School did not meet its mission-specific goal(s)
	1	Falls Far Below Standard/ Needs Significant Support	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/ Needs Support	School did not meet its mission-specific goal(s)
	1	Falls Far Below Standard/ Needs Significant Support	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/ Needs Support	School did not meet its mission-specific goal(s)
	1	Falls Far Below Standard/ Needs Significant Support	School fell far below its mission-specific goal(s)

6. How is the school doing in comparison to similar schools or schools in a specific, identified area?

## Lowest 20% vs. All Community Schools Statewide

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

<sup>\*</sup>Note: This item is not individually rated for school year 2021-2022 and thereafter.

## Progress Component Comparison vs. Agreed Upon Selected Comparators (applies beginning the 2021-2022 school year)

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Rated 4-5 Stars
	3	Meets Standard	Rated 3 Stars
	2	Approaching Standard/ Needs Support	Rated 2 Stars
	1	Falls Far Below Standard/ Needs Significant Support	Rated 1 Star

## Achievement Component Comparison vs. Agreed-Upon Selected Comparators (applies beginning the 2021-2022 school year)

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Rated 4-5 Stars
	3	Meets Standard	Rated 3 Stars
	2	Approaching Standard/ Needs Support	Rated 2 Stars
	1	Falls Far Below Standard/ Needs Significant Support	Rated 1 Star

Additional Comments:	Additional Comments: ACADEMIC PERFORMANCE FRAMEWORK		

#### **Academic Bonus Framework Scoring Rubric**

(based on data from the 2022-2023 school year; see <u>Community School Performance</u> <u>Framework Addendum</u> for additional information)

Academic Bonus – Possible 1 bonus point for each section with a maximum of 4 bonus points. (Selected by the school. Either achieved or not achieved and evidence must be clearly provided. For any assessment related option, vendor data/reports must be provided.)

Score	Definition		
	School provided evidence that 80% or more of the student body took a baseline,		
	benchmark, and final Norm Referenced Test in Math and ELA and demonstrated		
	the use of data in instructional decision making.		
	50% of students or higher show a year or more growth on the Norm Referenced		
	Test in Math and ELA.		
	School completed a PBIS fidelity implementation inventory and shared data with		
	staff and board.		
	School demonstrates a regular teacher teams using data to make classroom		
	decisions such as, BLT and TBT process.		
	Family and student survey administered by the school with a response rate of		
	50% or higher and results were shared with the board.		
	The school completed all sponsor recommended academic actions from site visits		
	and academic meetings.		
	Total points to be added to the academic component after conversion of the		
	original score to a 50-point denominator.*		

<sup>\*</sup>Conversion of original score to 50-point denominator is based on the percentage of possible points earned on the Academic Performance Framework. For example, if a school earns 53 of 88 possible points (60% of possible points), this would be converted to 30 of 50 possible points (60% of 50 possible points). If 4 bonus points are earned, these 4 points are added to 30 for 34 of 50 total points earned (68%).

<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)

Total Points Possible with Academic Bonus Framework = \_\_\_/\_\_ (bonus points earned will be added to score based on data from the 2022-2023 school year.

**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
			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

<b>Additional Comments:</b>	FINANCIAL 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 • State of Ohio 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	Meets Standards w/CAP	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) /management company  • 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) /management company, 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, DEW, 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 Score	Rating	Definition
	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 Department of Education and Workforce  • 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	Eligible for up to 3 year renewal
	Meets Standard 66-74.9% of Total Points	Eligible for up to 2 year renewal
	Approaching Standards/ Needs Support to Meet Standards 50-65.9% of Total Points	Eligible for up to 2 year renewal with Corrective Action Plan (CAP)
	Falls Far Below Standard/ Needs Significant Support to Meet State Standards < 50% of Total Points	Eligible for 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), Tamar Campbell (ESCCO Coordinator of Community Schools), James Marion (ESCCO Coordinator of Community Schools), David Weaver (Fiscal Reviewer/Treasurer Designee), Gale Marsh (ESCCO Deputy Superintendent), and one or more 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/needs support to meet standards or falls far below standard/needs significant
  support to meet state standards

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. For some items, because of changes to state report cards, data may not be available for all items for all years. Note, additional or fewer measures may be used for different schools to appropriately evaluate their specific educational plans. The general Graded/Rated Measures are:

- Overall Grade/Rating
- Progress
  - Component Grade/Rating
  - Value-Added: Overall\*
  - Value-Added: Gifted\*
  - Value Added: Students with Disabilities
  - Value-Added: Lowest 20% in Achievement\*
  - Value-Added: Highly Mobile\*
- Achievement
  - Component Grade/Rating
  - Performance Index\*
  - Indicators Met\*
- Graduation Rate
  - Component Grade/Rating
  - 4 Year Graduation Rate\*
  - 5 Year Graduation Rate (Not individually rated on state report cards beginning in 2021-2022 school year; Sponsor will assign points)

- Gap Closing
  - Annual Measurable Objectives (AMO)/Performance Goals
- Improving At-Risk K-3 Readers/Early Literacy
- Prepared for Success Component/College, Career, Workforce and Military Readiness Component Grade/Rating
  - \* Items with an asterisk are not rated and/or are not individually rated on state report cards for 2021-2022 and thereafter.
  - ➤ The inclusion of the measures will be based on their report card release from the Department of Education and Workforce.
  - 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 Grade of A or B or Rating of 4 or 5 Stars
- Meets Standard Determined by Grade of C or Rating of 3 to 3.5 Stars
- Approaching Standard/Needs support to meet standards Determined by Grade of D or Rating of 1.5 to 2.5 Stars
- Falls Far Below Standard/Needs significant support to meet state standards –
   Determined by Grade of F or Rating of 1 Star
  - ➤ 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/ratings are used by the State to determine levels of support in the Ohio Improvement Process (OIP). If the school receives any correspondence from DEW listing the school as assigned in an OIP tier of priority, focus, warning, or watch, the ESSCO will support that vetted accountability system and the following will be expected:

1. The Sponsor will be notified immediately. Correspondence from DEW 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 DEW 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 DEW 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 DEW, 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 DEW
- 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/rated 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 Addendum**

Due to COVID-19, all ESCCO-sponsored community schools were approved for contractual extensions. The contract renewal process will begin in the Fall of 2023 for all contracts that expire on June 30, 2024. Due to the report card change from letter grades to stars, a conversion chart can be found below. (Stars do not apply to DOPR schools).

Additionally, as granted by Appendix A. Flexibility During Periods of Declared Emergencies, the sponsor is adding an academic bonus framework due to the decrease in available assessment data during the global pandemic, as well as the transition to new state report cards. Academic Bonus Framework points will be rated by the Sponsor based on data from the 2022-2023 school year. The bonus points earned will be added to the academic performance component of the High-Stakes Review Contract Renewal Application Scoring Rubric during the contract renewal process.

Lastly, under ESC Policy # 3 of the Guidance Document "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."

Multiple years of data will be used where available within the performance framework below. For some items, because of changes to state report cards, data may not be available for all items for all years.

#### Academic Bonus Framework

(based on data from the 2022-2023 school year)

Academic Bonus – Possible 1 bonus point for each section with a maximum of 4 bonus points. (Selected by the school. Either achieved or not achieved and evidence must be clearly provided. For any assessment related option, vendor data/reports must be provided.)

Score	Definition
	School provided evidence that 80% or more of the student body took a baseline,
	benchmark, and final Norm Referenced Test in Math and ELA and demonstrated
	the use of data in instructional decision making.
	50% of students or higher show a year or more growth on the Norm Referenced
	Test in Math and ELA.
	School completed a PBIS fidelity implementation inventory and shared data with
	staff and board.
	School demonstrates a regular teacher teams using data to make classroom
	decisions such as, BLT and TBT process.
	Family and student survey administered by the school with a response rate of
	50% or higher and results were shared with the board.
	The school completed all sponsor recommended academic actions from site visits
	and academic meetings.
	Total points to be added to the academic component after conversion of the
	original score to a 50-point denominator.*

<sup>\*</sup>Conversion of original score to 50-point denominator is based on the percentage of possible points earned on the Academic Performance Framework. For example, if a school earns 53 of 88 possible points (60% of possible points), this would be converted to 30 of 50 possible points (60% of 50 possible points). If 4 bonus points are earned, these 4 points are added to 30 for 34 of 50 total points earned (68%).

### **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/Needs support to meet standards	Falls Far Below Standard/Needs significant support to meet state standards
A/B	С	D	F

<sup>\*</sup> Stars do not apply to Dropout Prevention Recovery Schools (DOPR) as that report card has not changed.

Overall School Performance School Grade/Rating			
Rating Points			
2022-2023			
2021-2022	Not rated in 2021-2022	Not rated in 2021-2022	
2020-2021			
2019-2020			

Achievement: Component Grade/Rating			
Rating Points			
2022-2023			
2021-2022			
2020-2021			
2019-2020			

Achievement: Performance Index			
	Rating	Points	
2022-2023	Not individually rated – 100%	Not individually rated – 100%	
	of component grade	of component grade	
2021-2022	Not individually rated – 100%	Not individually rated – 100%	
	of component grade	of component grade	
2020-2021	-		
2019-2020			

Achievement: Indicators Met			
Rating Points			
2022-2023	Not rated	Not rated	
2021-2022	Not rated	Not rated	
2020-2021			
2019-2020			

Progress: Component Grade/Rating			
Rating Points			
2022-2023			
2021-2022			
2020-2021			
2019-2020			

Progress: Value Added Overall						
	Rating Points					
2022-2023	Not individually rated – 100%	Not individually rated – 100%				
	of component grade	of component grade				
2021-2022	Not individually rated – 100%	Not individually rated – 100%				
	of component grade	of component grade				
2020-2021						
2019-2020						

Progress: Value Added Lowest 20% in Achievement					
Rating Points					
2022-2023	Not individually rated	Not individually rated			
2021-2022	Not individually rated	Not individually rated			
2020-2021					
2019-2020					

Progress: Value Added Students With Disabilities					
Rating Points					
2022-2023					
2021-2022					
2020-2021					
2019-2020					

Progress: Gifted Value Added						
	Rating Points					
2022-2023	Not individually rated	Not individually rated				
2021-2022	Not individually rated	Not individually rated				
2020-2021						
2019-2020						

Progress: Highly Mobile Value Added					
Rating Points					
2022-2023	022-2023 Not individually rated				
2021-2022 Not individually rated		Not individually rated			
2020-2021					
2019-2020					

Gap Closing Component Grade/Rating: Annual Measurable Objectives/Performance Goals							
Rating Points							
2022-2023							
2021-2022	2021-2022						
2020-2021							
2019-2020							

Improving At-Risk K-3 Readers/Early Literacy Component Grade/Rating						
Rating Points						
2022-2023						
2021-2022						
2020-2021						
2019-2020						

Graduation Rate: Component Grade/Rating					
Rating Points					
2022-2023					
2021-2022					
2020-2021					
2019-2020					

Annual Graduation Rate					
	4 Yea	ar	5 Year		
	Rating	Points*	Rating/ Percentage	Points*	
2022-2023	Not rated for 22- 23	N/A			
2021-2022	Not rated for 21- 22	N/A			
2020-2021					
2019-2020					

<sup>\*</sup>Not individually rated on state report cards beginning in 2021-2022 school year. For 2021-2022 school year and thereafter, ESCCO will assign points for the 5-year graduation rate based on standards in OAC 3301-28-10: 5 stars( >=96.5%); 4 stars (>=93.5% but less than 96.5%); 3 stars (>= 90% but less than 93.5%); 2 stars (>= 84% but less than 90%); 1 star (less than 84%).

If a school (including a dropout prevention and recovery school) with a graduation rate of less than 84% improves its graduation percentage by 5% or greater over the prior year, the school will receive an extra point for this item. (For example, if a school would otherwise receive 1 point for this item, but improves its percentage by 5%, they will receive two points.)

## Rating pertains to Dropout Prevention and Recovery Schools only

	Annual Graduation Rate											
	4 Y	ear	5 Year		5 Year		6 Year		7 Year		8 Year	
	Rating	Points	Rating	Points	Rating	Points	Rating	Points	Rating	Points		
2022-2023												
2021-2022												
2020-2021												
2019-2020												

Prepared for Success; College, Career, Workforce, and Military Readiness  Component Grade/Rating				
Rating Points				
2022-2023	Not rated <sup>1</sup>	Not rated		
2021-2022	Not rated			
2020-2021				
2019-2020				

Mission Specific Goal 1: School Goal & Rubric						
Rating Points						
2022-2023						
2021-2022						
2020-2021						
2019-2020						

Mission Specific Goal 2: School Goal & Rubric				
		Rating	Points	
2022-2023				
2021-2022				
2020-2021				
2019-2020				

Mission Specific Goal 3: School Goal & Rubric				
	Rating	Points		
2022-2023				
2021-2022				
2020-2021				
2019-2020				

-

<sup>&</sup>lt;sup>1</sup> The overall component is not rated, and the measures are not individually rated; report only until at least 2024-2025 school year.

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 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					

Progress: Lowest 20% Comparison vs All Community Schools Statewide							
		Rating - Points	A	В	С	D	F
2022-2023	School	Not available					
	All	NOL available					
2021-2022	School	Not available					
	All	NOL available					
2020-2021	School						
	All						
2019-2020	School						
	All						

Comparison: Progress Component Comparison vs Selected Comparators*						
		Rating - Points	4-5 Stars	3 Stars	2 Stars	1 Star
2022-2023	School					
2022-2023	All					
2024 2022	School					
2021-2022	All					

Comparison: Achievement Component Comparison vs Selected Comparators*						
		Rating - Points	4-5 Stars	3 Stars	2 Stars	1 Star
2022-2023	School					
2022-2023	All					
2024 2022	School					
2021-2022	All					

<sup>\*</sup>Sponsor and school will agree upon schools to be used as comparators. Zero points if performance is less than that of comparator(s), 1 point if equal to or greater than comparator(s). (Comparison is based on average of comparator schools.)

Note: Initially includes only two years of data as this is replacing "Lowest 20%" Comparison for which data is no longer is available. Additional years of data will be included in future years.

## PERFORMANCE FRAMEWORK: FINANCIAL COMPONENT

#### **Near-Term Measures**

Cu	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		
2022-2023					
2021-2022					
2020-2021					
2019-2020					

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	
2022-2023				
2021-2022				
2020-2021				
2019-2020				

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	
2022-2023			

2021-2022	
2020-2021	
2019-2020	

## **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 Standard	Falls Far Below Standard	
	Enrollment Variance equals or exceeds 95% in the most recent year	Enrollment Variance is between 85-95% in the most recent year	Enrollment Variance is less than 85% in the most recent year	
2022-2023				
2021-2022				
2020-2021				
2019-2020				

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 is less than 0.9	Debt to Asset Ratio is between 0.9 to 1.0	Debt to Asset Ratio is greater than 1.0		
2022-2023					
2021-2022					
2020-2021					
2019-2020					

#### 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 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.	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

#### **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  • State of Ohio Standards  • State Assessments  • Implementation of mandated programming as a result of state or federal funding	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

#### **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
2022-2023	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	The school is on an approved Corrective Action Plan and is actively making progress to cure the deficiency.	
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	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

## **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) /management company  On-time submission and completion of the annual independent audit and corrective action plans, if applicable  All reporting requirements related to	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

## 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	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

## **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) /management company, 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	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

## 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	
2022-2023	-	
2021-2022		
2020-2021		
2019-2020		

## **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, DEW, and/or federal authorities, including but not limited to: Accountability tracking  Attendance and enrollment reporting  Compliance and oversight  Additional information requested by ESCCO	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

## **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	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

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.	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

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		
2022-2023			
2021-2022			
2020-2021			
2019-2020			

	Is the school handling information appropriately?	
	1 point	0 points
	Meets Standard	Does Not Meet
	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	Standard
2022-2023		
2021-2022		
2020-2021		
2019-2020		

## **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 Department of Education and Workforce  • Requirements by other entities to which the charter school is accountable		
2022-2023			
2021-2022			
2020-2021			
2019-2020			

#### HIGH-STAKES REVIEW PERFORMANCE FRAMEWORK WORKSHEET

(Contract renewals are reviewed internally and externally)

#### Community School High-Stakes Review Performance Framework Addendum

Due to COVID-19, all ESCCO-sponsored community schools were approved for contractual extensions. The contract renewal process will begin in the Fall of 2023 for all contracts that expire on June 30, 2024. Due to the report card change from letter grades to stars, a conversion chart can be found below. (Stars do not apply to DOPR schools).

Additionally, as granted by Appendix A. Flexibility During Periods of Declared Emergencies, the sponsor is adding an academic bonus framework due to the decrease in available assessment data during the global pandemic, as well as the transition to new state report cards. Academic Bonus Framework points will be rated by the Sponsor based on data from the 2022-2023 school year. The bonus points earned will be added to the academic performance component of the High-Stakes Review Contract Renewal Application Scoring Rubric during the contract renewal process.

Lastly, under ESC Policy # 3 of the Guidance Document "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."

Multiple years of data will be used where available within the performance framework below. For some items, because of changes to state report cards, data may not be available for all items for all years.

## Academic Bonus Framework (based on data from the 2022-2023 school year)

Academic Bonus – Possible 1 bonus point for each section with a maximum of 4 bonus points. (Selected by the school. Either achieved or not achieved and evidence must be clearly provided. For any assessment related option, vendor data/reports must be provided.)

Score	Definition
	School provided evidence that 80% or more of the student body took a baseline, benchmark, and final Norm Referenced Test in Math and ELA and demonstrated the use of data in instructional decision making.
	50% of students or higher show a year or more growth on the Norm Referenced Test in Math and ELA.
	School completed a PBIS fidelity implementation inventory and shared data with staff and board.
	School demonstrates a regular teacher teams using data to make classroom decisions such as, BLT and TBT process.
	Family and student survey administered by the school with a response rate of 50% or higher and results were shared with the board.
	The school completed all sponsor recommended academic actions from site visits and academic meetings.

Total points to be added to the academic component after conversion of the original score to a 50-point denominator.\*

## 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 and Conversion to Stars			
4 points	3 points	2 points	1 point
Exceeds Standard	Meets Standard	Approaching Standard/Needs support to meet standards	Falls Far Below Standard/Needs significant support to meet state standards
A/B or 4-5 Stars	C = 3 - 3.5  Stars	D = 1.5 - 2.5  Stars	F = 1 Star

<sup>\*</sup> Stars do not apply to Dropout Prevention Recovery Schools (DOPR) as that report card has not changed.

Overall School Performance School Grade/Rating			
	Rating	Points	
2022-2023			
2021-2022	Not rated in 2021-2022	Not rated in 2021-2022	
2020-2021			
2019-2020			
Overall Performance			

Achievement: Component Grade/Rating			
	Rating	Points	
2022-2023			
2021-2022			
2020-2021			
2019-2020			
Overall Performance			

<sup>\*</sup>Conversion of original score to 50-point denominator is based on the percentage of possible points earned on the Academic Performance Framework. For example, if a school earns 53 of 88 possible points (60% of possible points), this would be converted to 30 of 50 possible points (60% of 50 possible points). If 4 bonus points are earned, these 4 points are added to 30 for 34 of 50 total points earned (68%).

Achievement: Performance Index			
	Rating	Points	
2022-2023	Not individually rated – 100% of component grade	Not individually rated – 100% of component grade	
2021-2022	Not individually rated – 100% of component grade	Not individually rated – 100% of component grade	
2020-2021			
2019-2020			
Overall Performance			

Achievement: Indicators Met						
	Rating Points					
2022-2023	Not rated	Not rated				
2021-2022	Not rated	Not rated				
2020-2021						
2019-2020						
Overall Performance						

Progress: Component Grade/Rating							
Rating Points							
2022-2023							
2021-2022							
2020-2021							
2019-2020							
Overall Performance							

Progress: Value Added Overall					
	Points				
2022-2023	Not individually rated – 100% of component grade	Not individually rated – 100% of component grade			
2021-2022	Not individually rated – 100% of component grade	Not individually rated – 100% of component grade			
2020-2021					
2019-2020					
Overall Performance					

Progress: Value Added Lowest 20% in Achievement						
Rating Points						
2022-2023	Not individually rated – 100% of component grade	Not individually rated – 100% of component grade				
2021-2022	Not individually rated – 100% of component grade	Not individually rated – 100% of component grade				
2020-2021						
2019-2020						
Overall Performance						

Progress: Value Added Students With Disabilities						
Rating Points						
2022-2023						
2021-2022						
2020-2021						
2019-2020						
Overall Performance						

Progress: Gifted Value Added					
Rating Points					
2022-2023	Not individually rated	Not individually rated			
2021-2022	Not individually rated	Not individually rated			
2020-2021					
2019-2020					
Overall Performance					

Progress: Highly Mobile Value Added						
Rating Points						
2022-2023	Not individually rated	Not individually rated				
2021-2022	Not individually rated	Not individually rated				
2020-2021						
2019-2020						
Overall Performance						

Gap Closing Component Grade/Rating:						
Annual M	leasurable Objectives/Performation	nce Goals				
Rating Points						
2022-2023						
2021-2022						
2020-2021						
2019-2020						
Overall Performance						

Improving At-Risk K-3 Readers/Early Literacy Component Grade/Rating						
Rating Points						
2022-2023						
2021-2022						
2020-2021						
2019-2020						
Overall Performance						

Graduation Rate: Component Grade/Rating							
	Rating Points						
2022-2023							
2021-2022							
2020-2021							
2019-2020							
Overall Performance							

Annual Graduation Rate (Traditional Community Schools)						
	4 Yea	ar	5`	5 Year		
	Rating	Points*	Rating /Percentage	Points*		
2022-2023	Not rated for 22-23	N/A				
2021-2022	Not rated for 21-22	N/A				
2020-2021						
2019-2020						
Overall						
Performance						

\*Not individually rated on state report cards beginning in 2021-2022 school year. For 2021-2022 school year and thereafter, ESCCO will assign points for the 5-year graduation rate based on standards in OAC 3301-28-10: 5 stars(>=96.5%); 4 stars (>=93.5% but less than 96.5%); 3 stars (>= 90% but less than 93.5%); 2 stars (>= 84% but less than 90%); 1 star (less than 84%).

If a school (including a dropout prevention and recovery school) with a graduation rate of less than 84% improves its graduation percentage by 5% or greater over the prior year, the school will receive an extra point for this item. (For example, if a school would otherwise receive 1 point for this item, but improves its percentage by 5%, they will receive two points.)

Rating pertains to Dropout Prevention and Recovery Schools only

	Annual Graduation Rate									
	4 Y	ear	5 Year		6 Year		7 Year		8 Year	
	Rating	Points	Rating	Points	Rating	Points	Rating	Points	Rating	Points
2022-2023										
2021-2022										
2020-2021										
2019-2020										
Overall										
Performan										
ce										

Prepared for Success; College, Career, Workforce, and Military Readiness  Component Grade/Rating					
	Rating Points				
2022-2023	Not rated <sup>2</sup>	Not rated			
2021-2022	Not rated	Not rated			
2020-2021					
2019-2020					
Overall Performance					

Mission Specific Goal 1: School Goal & Rubric				
	Rating	Points		
2022-2023				
2021-2022				
2020-2021				
2019-2020				
Overall Performance				

Mission Specific Goal 2: School Goal & Rubric				
	Rating	Points		
2022-2023				
2021-2022	2021-2022			
2020-2021				
2019-2020				
Overall Performance				

Mission Specific Goal 3: School Goal & Rubric					
	Rating	Points			
2022-2023					
2021-2022	2021-2022				
2020-2021					
2019-2020					
Overall Performance					

<sup>&</sup>lt;sup>2</sup> The overall component is not rated, and the measures are not individually rated; report only until at least 2024-2025 school year.

Progress: Low	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 Community Schools Statewide	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		

Progress: Lowest 20% Comparison vs All Community Schools Statewide							
		Rating - Points	Α	В	С	D	F
2022-2023	School	Not available					
2022-2023	All	Not available					
2021-2022	School	Not available					
2021-2022	All	Not available					
2020-2021	School						
2020-2021	All						
2019-2020	School						
2019-2020	All						
Overall Performance							

Comparison: Progress Component Comparison vs Selected Comparators*						
		Rating - Points	4-5 Stars	3 Stars	2 Stars	1 Star
2022-2023	School					
2022-2023	All					
2024 2022	School					
2021-2022 All						
Overall Per	Overall Performance					

Comparison: Achievement Component Comparison vs Selected Comparators*						
	Rating - Points 4-5 Stars 3 Stars 2 Stars 1 Star					1 Star
2022 2022	School					
2022-2023	2-2023 All					
2024 2022	School					
2021-2022 All						
Overall Per	Overall Performance					

<sup>\*</sup>Sponsor and school will agree upon schools to be used as comparators. Zero points if performance is less than that of comparator(s), 1 point if equal to or greater than comparator(s). (Comparison is based on average of comparator schools.)

Note: Initially includes only two years of data as this is replacing "Lowest 20%" Comparison for which data is no longer is available. Additional years of data will be included in future years.

# 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			
2022-2023						
2021-2022						
2020-2021						
2019-2020						
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 Falls Far B Standard Standa				
	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		
2022-2023					
2021-2022					
2020-2021					
2019-2020					
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		
2022-2023				
2021-2022				
2020-2021				
2019-2020				
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 Standard	Falls Far Below Standard		
	Enrollment Variance equals or exceeds 95% in the most recent year	Enrollment Variance is between 85-95% in the most recent year	Enrollment Variance is less than 85% in the most recent year		
2022-2023					
2021-2022					
2020-2021					
2019-2020					
Most Recent Performance					

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		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
2022-2023			
2021-2022			
2020-2021			
2019-2020			

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 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.	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
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  • State of Ohio Standards  • State Assessments  • Implementation of mandated programming as a result of state or federal funding		
2022-2023			

2021-2022	
2020-2021	
2019-2020	
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
2022-2023	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	The school is on an approved Corrective Action Plan and is actively making progress to cure the deficiency.	
2021-2022			
2020-2021			
2019-2020			
Overall			
Performance			

## **English Learners**

Is the so	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		
2022-2023			
2021-2022			
2020-2021			
2019-2020			
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) /management company  • On-time submission and completion of the annual independent audit and corrective action plans, if applicable  • All reporting requirements related to	
2022-2023		
2021-2022		
2020-2021		

2019-2020	
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		
2022-2023			
2021-2022			
2020-2021			
2019-2020			
Overall Performance			

## **Governance Requirements**

ls t	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) /management company, 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		
2022-2023			
2021-2022			

2020-2021	
2019-2020	
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		
2022-2023	agroomone		
2021-2022			
2020-2021			
2019-2020			
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, DEW, and/or federal authorities, including but not limited to: Accountability tracking  Attendance and enrollment reporting  Compliance and oversight  Additional information requested	
2022-2023	by ESCCO	
2021-2022		
2020-2021		
2019-2020		
Overall		
Performance		

## **Students and Employees**

Is the school protecting the rights of all students?		udents?
	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	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
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.	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
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	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
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	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall		
Performance		

## **Additional Obligations**

Is the school complying with other obligations?		ations?
	1 point 0 p	
	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 Department of Education and Workforce  • Requirements by other entities to which the charter school is accountable	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

#### **EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO**

#### START-UP COMMUNITY SCHOOL PRELIMINARY AGREEMENT

This agreement is entered into on this day	y of, 20, by and between
The Educational Service Center of Central Ohio	
and	, hereinafter termed "DEVELOPER"
whose address is as follows:	
Developer address:	
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 school district in accordance with Section 3314.02 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 go	ood 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	[name of school district]. Good faith
negotiations shall take place on the condition t	hat 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 | <u>www.escco.org</u>

#### **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 Department of Education and Workforce. 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 Department of Education and Workforce. 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 will participate in a combination of group or individual interviews with multiple stakeholders groups. 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

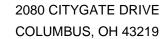
Classroom Observation Guidelines: The purpose of classroom visits is to collect evidence and observe school-wide trends, not to evaluate individual teachers or teaching. Please inform staff in advance of the onsite review that classroom observations will be conducted. Teachers and students should be 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 <a href="Community Schools webpage">Community Schools webpage</a> where a guidance document is available.





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#### FISCAL OVERSIGHT GUIDANCE | Department of Community Schools

To: Sponsored Community School Governing Board Members & Administrators

From: Sophia Speelman, Tamar Campbell, and James Marion, Coordinators

Sponsors are required to review the monthly financial statements of each of their community schools. Below is the protocol followed by the ESC of Central Ohio in its role as sponsor.

- I. Each month the ESC's treasurer or designee reviews the items below and requests that each school completes a checklist covering the items listed monthly. The treasurer or designee sends a written report to the school's governing authority within ten days of completion of the review.
  - 1. Bank Reconciliation with o/s checks
  - 2. Revenue report reflecting Budgeted Revenue (should match the submitted budget in October) to actual revenue
  - 3. Expenditure report reflecting Budgeted Expenditures (should match the submitted budget in October) to actual expenditures
  - 4. (If Available) Accounts Payment List \*NOTE: If this is not available, go ahead and check the box
  - 5. Enrollment information (could be from monthly DEW settlement report)
  - 6. Any other management reports reflecting financial information that would be helpful to an external reader
  - 7. Financial Monthly Summary (reflecting Beginning Balance, Monthly and Cumulative Revenue, Monthly and Cumulative Expenditure and Ending Balance which should match the Reconciliation Book Balance)
  - 8. Detailed Monthly Revenue Ledger (should match both the Revenue Summary and Financial Summary)
  - 9. Detailed Monthly Expenditure Ledger (should match both the Expenditure Summary and Financial Summary).
- 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 review	wed:
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	Fiscal Officer Employment Agreement and Documents
	Building Lease, Mortgage, & Asset Inventory
	Audit Corrective Action Plan
	Annual Budget, 5-Year Forecast (October Submission & May Revision), & DEW Required Fiscal Submissions
	Federal Tax Form 990

- IV. The Coordinators of Community Schools also follow-up monthly on any concerns from the sponsor treasurer or designee 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 scoring rubric).

January 15th: 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.

By June of Contract Expiration: Approved contract sent to the Department of Education and Workforce within ten business days of execution.

#### 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/Rating
- 2. Achievement Component Grade/Rating
  - a. Performance Index\*
  - b. Indicators Met\*
- 3. Gap Closing Component Grade/Rating (Annual Measurable Objectives (AMOs)/Performance Goals)
- 4. Improving At-Risk K-3 Readers/Early Literacy Component Grade/Rating
- 5. Progress Component Grade/Rating
  - 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/Rating
  - a. 4-year Graduation Rate\*

- 5-year Graduation Rate (Not individually rated for traditional community schools on state report cards beginning in 2021-2022 school year; Sponsor will assign points)
- c. 6-year Graduation Rate (dropout prevention and recovery schools only)
- d. 7-year Graduation Rate (dropout prevention and recovery schools only)
- e. 8-year Graduation Rate (dropout prevention and recovery schools only)
- 7. Prepared for Success Component/College, Career, Workforce, and Military Readiness Component Grade/Rating (starting in 2021-2022, the overall component is not rated, and the measures are not individually rated; report only until at least the 2024-2025 school year)
  - 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
  - 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.)?
- 9. How is the school performing in comparison to other community schools?

\*Items with an asterisk are not rated and/or are not individually rated on state report cards for 2021-2022 and thereafter.

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

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

- 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 Learner (EL) 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 due to suspension, nonrenewal, or termination, the ESCCO will implement the policies and procedures for closure of the school as set forth in the "Plan of Action Suspension or 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 DEW's guidance and suspension/closing assurance form for closure. This guidance and form is found in Exhibit 5 of each contract, and a link to DEW's guidance and form is included in Policy 9. 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 Department of Education and Workforce 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.
- 3. 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.
- 5. 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:

- 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;
- 2. 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 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 Department of Education and Workforce. 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:
- 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;
- The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;
- 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;
- 8. 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 Department of

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

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 Department of Education and Workforce 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 guidance published by the Department of Education and Workforce, which correspond thereto.

The GOVERNING AUTHORITY and SCHOOL shall comply with Department of Education and Workforce guidance, including the suspension/closing assurance form, related to community school closure. (See attachments to contract.)

The GOVERNING AUTHORITY further recognizes the authority of the Department of Education and Workforce 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 30<sup>th</sup>. If an official, board member, staff member, contractor, etc. is assigned sponsoring responsibilities after September 30<sup>th</sup> 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.

cknowledged:	
ignature and Date	
rinted 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

# Application Process for New Schools, Replicators and Schools Seeking to Change Sponsors and Related Rigorous Criteria

#### **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, prior to reviewing applications. For purposes of this Policy and related practices, "calibration" means the process of configuring an application instrument to provide a result for a sample within an acceptable range by eliminating or minimizing factors that cause inaccurate measurements. Each reviewer will individually score and document the rating for rubric criteria.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March* 23, 2018 *Amended: February* 28, 2020; *March* 27, 2020, *February* 26, 2021

#### **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 Department of Education and Workforce 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 *Amended: February* 26, 2021

#### **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 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 *Amended: February* 26, 2021

#### **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.

Application reviewers will receive annual training regarding the application protocols and rubric criteria, which includes reviewer calibration. For purposes of this Policy and related practices, "calibration" means the process of configuring an application instrument to provide a result for a sample within an acceptable range by eliminating or minimizing factors that cause inaccurate measurements. Each reviewer will individually score and document the rating for rubric criteria.

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

Amended: March 27, 2020, February 26, 2021

#### **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 Department of Education and Workforce'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 Suspension or Closure of Community Schools, the current version of the "Ohio Department of Education and Workforce's Community School Suspension and Closing Procedures" and "Suspension and Closing Assurances Form," 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; *February* 25, 2022; *February* 24, 2023

#### Plan of Action Suspension or Closure of Community Schools

#### ESC Department of Community Schools Policy No. 9

ESCCO has an obligation to oversee the suspension or closure of one of its community schools. In order to avoid unnecessary disruptions that may result from the suspension or 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 is suspended or closes. Each school suspension or 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.

# <u>Plan of Action if School is Suspended, Experiences Financial Difficulties or Closes Prior to the End of a School Year</u>

Whenever ESCCO becomes aware of information indicating that a community school is experiencing financial difficulties or is closing, or if the sponsor sends written notification of intent to suspend the school, 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 and governing authority with the current version of the Ohio Department of Education and Workforce's "Community School Suspension and Closing Procedures" and "Suspension and Closing Assurance Form" ("DEW's Procedures"). The Coordinator will review DEW's Procedures and this Plan of Action policy and checklist with the school and determine whether, due to facts and circumstances present at the time, any modification is needed to the steps required thereunder.

The governing authority and/or school administration/treasurer are required to complete those items on DEW's Suspension and Closing Assurance Form, and this Plan of Action policy and checklist, for which they are listed as an anticipated school official and/or as a responsible party. Specific assignments between the governing authority and school administration/treasurer/staff will be determined based on school structure and staff availability. However, modification may be needed if the school is not able or willing to fulfill its responsibilities. If the school utilizes a management company, employees of the management company can fulfill school requirements for items that fall within the contracted services provided. However, the school governing authority and school administration are responsible for ensuring its obligations are met.

Within 24 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 DEW that the school will close within 24 hours of the action to suspend or close the school. If the school is unable/unwilling to make such communications, ESCCO will communicate with the parents, staff and DEW unilaterally. The school governing authority must immediately secure all records, and the ESCCO treasurer will ensure all records are immediately secured during the closing. ESCCO treasurer will take possession of and secure the school's records, property and assets as set forth in the <a href="Suspension of Operation/Termination">Suspension of Operation/Termination</a> section of the Guidance document, the checklist attached to this policy, and DEW's Procedures. 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.

#### End of Year Closures

In cases where the school will close at the end of the school year, the Coordinator will supply the school's administration and governing authority with the current version of the Ohio Department of Education and Workforce's "Community School Suspension and Closing Procedures" and "Suspension and Closing Assurance Form" ("DEW's Procedures"). The Coordinator will review DEW's Procedures and this Plan of Action policy with the school administration and governing authority and determine whether, due to facts and circumstances present at the time, any modification is needed to the steps required thereunder.

The governing authority and/or school administration/treasurer are required to complete those items DEW's Suspension and Closing Assurance Form, and this Plan of Action policy and checklist, for which they are listed as an anticipated school official and/or as a responsible party. Specific assignments between governing authority and school administration/treasurer/staff will be determined based on school structure and staff availability. However, modification may be needed if the school is not able or willing to fulfill its responsibilities. If the school utilizes a management company, employees of the management company can fulfill school requirements for items that fall within the contracted services provided. However, the school governing authority and school administration are responsible for ensuring its obligations are met.

#### All Closures

ESCCO will work with the school treasurer to account for any funds that remain after all outstanding bills are paid. All of a school's unexpended funds must be accounted for and returned to the Department of Education and Workforce. ESCCO will submit the required closing assurances to DEW following the closing of the school and the disposition of the school's funds and assets.

The attached 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 attached list conforms to DEW's Suspension and Closing and Assurances Form, and all ODE-issued documents should

be consulted in conjunction with this policy. Based on the unique facts and circumstances of a school at the time of closure, the Sponsor may modify the organization or individual responsible for completing a task as necessary to ensure task is completed in an orderly and timely manner.

Sponsor staff will also monitor the closure process, and, if a school governing authority and/or school staff are not able or willing to fulfill their responsibilities, the Sponsor will assume responsibility for all closure activities.

Attachment: ESC of Central Ohio Suspension or Closure of Community School Checklist

Cited Resources: Department of Education and Workforce's "Community School Suspension and Closing Procedures" and "Suspension and Closing Assurance Form" ("DEW's Procedures") as last updated April 2023.

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

Amended: February 28, 2020; reapproved September 25, 2020; Amended February 25, 2022; February 24, 2023; April 28, 2023

#### ESC of Central Ohio Suspension or Closure of Community School Checklist

As part of Policy 9, Plan of Action Suspension or Closure of Community Schools, the following list outlines the steps necessary to complete DEW's Suspension and Closing Assurances Form and the responsibilities of the Sponsor, school governing authority, school staff, and school treasurer regarding closure. The ESCCO Coordinator who is the lead contact for a school will complete this form as part of the Coordinator's responsibility to oversee the progress of the closure. For any task with multiple subparts, the Coordinator will 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, or the ESCCO official responsible for overseeing the closure, based on the facts and circumstances of each school closure.

The anticipated responsible party or steps indicated below may be modified in accordance with Policy 9 based on each school's individual circumstances. Specific assignments between governing authority and school administration/treasurer/staff will be determined based on school structure and staff availability. If the school utilizes a management company, items assigned to school administration/treasurer/staff can be fulfilled by the management company for items that fall within the contracted services provided. The steps may also be modified as needed for suspensions and nonrenewals. The ESCCO Coordinator who is the lead contact for a school is responsible for any modifications, with the approval of the Deputy Superintendent. Modification may also be needed if the governing authority and/or school administration/treasurer are not able or willing to fulfill their responsibilities. In such event, the ESCCO official responsible for overseeing the task will be responsible for its completion. In accordance with Ohio law and Department of Education and Workforce Guidance, Sponsor retains primary responsibility to ensure all closure activities are completed.

Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
Contact school upon learning that school is experiencing financial difficulties, is considering closing, or will be suspended to assess proper ESCCO action.		Coordinator		

Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
If intervention is proper course of action, transition to procedures under Policy Number 6.		Coordinator		
If school will proceed with suspension or closing, supply administration with DEW Closing Procedures and Assurances Form, and ESCCO's Plan of Action policy and checklist and schedule meeting with school governing authority (GA) and administration to review same.				
Review DEW Closing Procedures and Assurances Form with school GA and administration (and management company if applicable) to assign tasks and assess timing and logistics.	School GA and administration; management company if applicable	Coordinator		
Review ESCCO's Plan of Action policy and checklist, with school GA and administration (and management company if applicable) to re-assign tasks as needed and assess timing and logistics.	School GA and administration; management company if applicable	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 recommendatio n to the ESC Board		
Cooperate with Sponsor to ensure an orderly closure/suspension process and to ensure the needs of students are met.	School GA and administration/ staff; management company if applicable			

Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
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 fulfill its responsibility to complete all necessary steps to close the School, assign ESCCO personnel responsible to complete any missing necessary steps.		Deputy Superintendent		
Notify DEW of closure, including a written timeline of all tasks that will ensure a smooth and compliant transition. (If closing during school year, notify OCS within 24 hours. In other cases, notify within 10 days per DEW Procedures.)		Coordinator		
For mid-year suspension or closure, submit estimated timeline to Office of Community Schools within 10 days of notification. For end of year closure, submit estimated timeline via Epicenter.		Coordinator		
Notify area coordinator's officer and schedule final FTE review within 3 days of action.	School fiscal officer	Coordinator to monitor to ensure FTE review timely scheduled		

Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
For mid-year suspensions/closures, notify staff by formal letter within 24 hours of action to close school, including:  Reason(s) for closure or suspension; Status of any legal action or appeal; Second notification by letter to staff within seven days,	GA; school administration to assist	Coordinator to ensure completed within time limits		
<ul> <li>Their obligation to continue working through official closing date;</li> <li>Provide sponsor contact information to staff;</li> <li>Plan to assist students in finding new schools;</li> <li>Date of last salary check, instructions on filing for unemployment benefits, date of termination of employee's benefits, last day of work, any assistance to be provided to find new positions, and where suspension or closure plan, procedures, and timeline can be found;</li> <li>Update Resident Educator documentation as needed and make available to affected teachers; and</li> <li>Update LPDC information as needed and make available to affected teachers.</li> </ul>				
Notification timing for other closures in accordance with DEW Procedures.				

Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
For mid-year suspension/closing, notify parents through formal letter from Governing Authority within 24 hours of the action to close the school, including:	GA; school administration to assist	Coordinator to provide sponsor contact		
<ul> <li>Reason for suspension or closing;</li> <li>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;</li> <li>Mechanism for confirmation of parental receipt;</li> <li>Establish a parent meeting to discuss closure timeline and processes;</li> <li>Provide location where their student's records will be sent; and</li> <li>Provide contact information for the sponsor to answer ongoing questions and concerns.</li> <li>Parent notification must be made by March 1 for</li> </ul>		information and ensure notification completed within time limits and includes information required per DEW Procedures		
nonrenewal; other closures by April 15, in accordance with DEW Procedures.				
Post contacts for assistance and general questions on School and Sponsor website.	GA; school administration to assist	Coordinator for Sponsor website		
Hold information meeting mentioned in parent notification above regarding options for students.	GA, school administration to assist	Coordinator also to attend		
Secure all records, property, and assets upon the School's suspension or closure in accordance with DEW Procedures for mid-year or end-of-clear closures and Suspension of Operation/Termination section of this Guidance Document.	GA to secure records	Coordinator and ESCCO Treasurer to assure secured		

Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
Upon closure, transfer financial and enrollment records to ESCCO treasurer in accordance with DEW Procedures for mid-year or end-of-clear closures and Suspension of Operation/Termination section of this Guidance Document.	GA and/or school treasurer	ESCCO Treasurer to monitor		
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.	GA and school treasurer	Coordinator to assure completed; ESCCO Treasurer to assist with notices if needed		
Conduct a student enrollment/FTE review in conjunction with area coordinator, ideally within seven days of closing.	GA, school administration/ staff/treasurer to perform actions required per FTE Review Manual	Coordinator to monitor to ensure review completed in timely manner and attend exit conference		
Clarify COBRA benefits and when medical benefits end. Timing per DEW Procedures.	School treasurer/fiscal officer	Coordinator to assure completed; ESCCO Treasurer to assist if needed		

Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
Review the financial records of the school within seven days of notice of suspension/closure.	School treasurer to assist and cooperate	ESCCO Treasurer		
Compile list of vendors, creditors, and debtors.	School treasurer	ESCCO Treasurer to monitor and, as needed, assist		
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.	School treasurer	ESCCO Treasurer to monitor and, as needed, assist		
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.	School treasurer	ESCCO Treasurer to monitor and, as needed, assist		
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.	School treasurer	ESCCO Treasurer to monitor and, as needed, assist		
<ul> <li>Organize student records, including:</li> <li>Ensure records and transcripts are ready for immediate transfer/delivery;</li> <li>Compile a list of graduated students for future reference;</li> <li>Continue to report EMIS data;</li> <li>Ensure data and information needed for the FTE closure review is available;</li> </ul>	School administration / treasurer	Coordinator to monitor, review records of graduates, and, as needed, assist to ensure records delivered as required		

Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
<ul> <li>Deliver student data, including special education records as necessary, to each student's district of residence within seven business days of closing, obtaining a signature of the person at the school receiving these documents; and</li> <li>Maintain an updated list of the delivered student records from item above for the sponsor's review.</li> </ul>				
<ul> <li>Account for and dispose of assets, including:</li> <li>Notify the Auditor of State of closure and to schedule final audit (Note: The final audit identifies the amount of funds on hand and any outstanding liabilities at the time the audit was completed.);</li> <li>Establish asset lists including inventory with the price of each item.</li> <li>Establish the fair market value of assets;</li> <li>Identify staff who have legal authority to implement payment processes;</li> <li>Establish disposition plan for remaining items;</li> <li>Notify DEW and public media regarding a public auction to dispose of property;</li> <li>If assets are transferred to another school at no cost, provide board resolutions and minutes regarding such transfers;</li> <li>If applicable, identify any Ohio Facilities Construction Commission guarantees, and notify OFCC within seven days if school received such a facilities grant;</li> <li>If any federal fund purchases are valued at \$5,000 or more, complete necessary additional actions;</li> <li>If any assets were purchased using Public Charter School Program grant funding or National School Lunch</li> </ul>	School administration / treasurer GA to pass resolutions per DEW Procedures	ESCCO Treasurer to monitor and, as needed, assist		

Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
<ul> <li>Program funds, consult DEW Assurances form regarding disposition of those assets;</li> <li>Track the sale of items and maintain supporting documentation; and</li> <li>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.</li> </ul>				
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	School administration / treasurer	ESCCO Treasurer to monitor and, as needed, assist		
Monitor and maintain finances, even well after closing date, due to the delayed nature of various payments, settlements, and dispositions.	School administration/ treasurer to cooperate/ assist as needed	ESCCO Treasurer		

Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
Submit quarterly Suspension and Closing Assurances reports to DEW until all items are complete.		Coordinator		
Send all the remaining funds to the Department of Education and Workforce, Office of Budget and School Funding for final disposition. (Note: Sponsors will work with the school treasurer to account for any funds that remain after all outstanding bills are paid. All of a school's unexpended funds must be accounted for and returned to the Department.)	School treasurer	ESCCO Treasurer		
Submit Suspension and Closing Assurance Form attesting that all necessary notifications and actions are completed.		Coordinator		

Date approved by the ESC of Central Ohio Governing Board: September 25, 2020; Amended: February 25, 2022; February 24, 2023; April 28, 2023

#### **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.
- 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 technical assistance to the schools.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March 23, 2018 Amended: February 26, 2021* 

#### <u>Professional Development for Schools</u>

#### **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 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 *Amended: February* 26, 2021

#### **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)

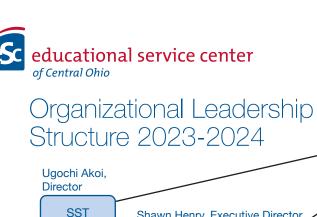
#### Appendix A – Flexibility During Periods of Declared Emergencies

Despite the best intentions and the extensive planning of the Parties, sometimes, as demonstrated by the Coronavirus Pandemic in 2020, periods of emergency will occur which make it impossible to observe all of the requirements set forth in law, the Sponsorship Agreement and the ESCCO's policies, procedures and practices (the "Standard Practices"). To that end, during any period of an emergency declared by legally constituted national, state, or local authorities, ESCCO and the School commit themselves to using the flexibility given to them by law, the Agreement, and/or the ESCCO's policies, procedures, and practices to make necessary adjustments in order to achieve the paramount goal of assuring the quality education of the students enrolled in the School. In exercising this flexibility, the Sponsor will engage in communications with the School to determine what, if any, adjustments need to be made. To the extent practicable, the Parties will continue the Standard Practices. To the extent that the nature, scope, and duration of the declared emergency makes it impossible or impracticable to perform a particular practice, however, the Parties will discuss the practice and alternatives that will, to the extent possible, preserve the goal of the practice. The ESCCO will then communicate the changes to the Standard Practices to the School.

As a point of illustration, during the Coronavirus Pandemic, ESCCO is exercising flexibility in the Standard Practices that includes but is not limited to the following:

- 1. Allowing use of a virtual platform such as Zoom to complete anything that could require in person contact if the practice cannot or should not occur in person, such as face to face Annual Reviews, Site Visits, in-person professional development, Opening Assurances, academic meetings, etc.
- 2. For classroom walkthroughs, recorded or live lessons would be accepted when done virtually to accommodate all parties' schedules.
- 3. Any document requiring the academic performance framework will need adjusting, such as the contractual performance framework, Annual Performance Report, High Stakes Review template, etc. An adjustment to those documents will be made reflecting that the academic performance framework originally used will need different data points due to the cancellation of state testing and its effects on report cards in the 2019-2020, 2020-2021 and 2021-2022 school years. An agreed upon data substitution will be made.

The flexibility granted for the Standard Practices may vary from School to School, depending on the need to assure a quality education of the students enrolled in the School, the challenges faced by a particular School and the nature, scope and duration of the declared emergency. For instance, because of the scope and duration of the Coronavirus Pandemic, the General Assembly has passed emergency legislation that will help guide the Parties' exercise of flexibility in the Standard Practices. If, however, a School faces another emergency in the future that is declared by its local health authorities, the General Assembly may not take similar actions, resulting in less extensive options available to the Parties. As a result, the amount of flexibility will vary on a case-by-case basis.



Shawn Henry, Executive Director

**OCALI** 

Sensory Disability Center

Tamar Campbell, Coordinator James Marion, Coordinator Sophia Speelman, Coordinator

Region 11

Community Schools Sponsorship\*

Joe Weitz, Director

Communications. **Policy & Grants** Advancement

**Governing Board** 

Barry Alcock Joyce Galbraith Beth Glitt- Vice President Susan Kish

Chris Lopez- President

David Varda

# Treasurer/CFO

David Weaver, Assistant Treasurer Tammy Rizzo, Director

#### **Business Services**

- Accounts Payable
- Accounts Receivable
- Benfits Management
- Business Services
- EANS Support
- Payroll

### Client Services

- Board Consulting
- Executive Evaluations
- Executive Searches
- Management Consulting
- Strategic Planning

Dan Good, Associate Superintendent Aron Ross, Client Services Representative Wade Lucas, Client Services Representative John Kellogg, Superintendent in Residence

Cindy Eldridge, Executive Director Lynn Brannon, Director Ann Lockett, Director Ramel Mitchell. Associate Director

Tom Goodney

Gale Marsh

Deputy Superintendent

Superintendent

Jennifer Iceman, Director

Robin Halley, Coordinator

Human Resources

Substitute Services

• Employment Services

Background Check Services

## Center for Student Services

- Alternative Education
- Attendance Services
- Autism
- Early Learning
- EPSEA
- Hearing Impaired
- Low Incidence
- Mental Health/Behavioral Support
- Ohio Reading and Math Corps, Mentors for Success
- Related Services
- SOS Team (Specialized OnSite Support)
- Special Education
- Student Success
- Third Grade Reading

Robb Gonda, Director Jill Reinhart, Director

# Center for Achievement and Leadership Services

- College and Career Success
- Data Assessment, Accountability
- Educator Credentials
- English Learners
- Evaluation Services
- Gifted Education
- Leadership Services
- Literacy
- Mentor Services
- Professional Development
- Professional Learning Networks
- School Improvement
- Success Network
- Teaching and Learning
- Turnaround Services

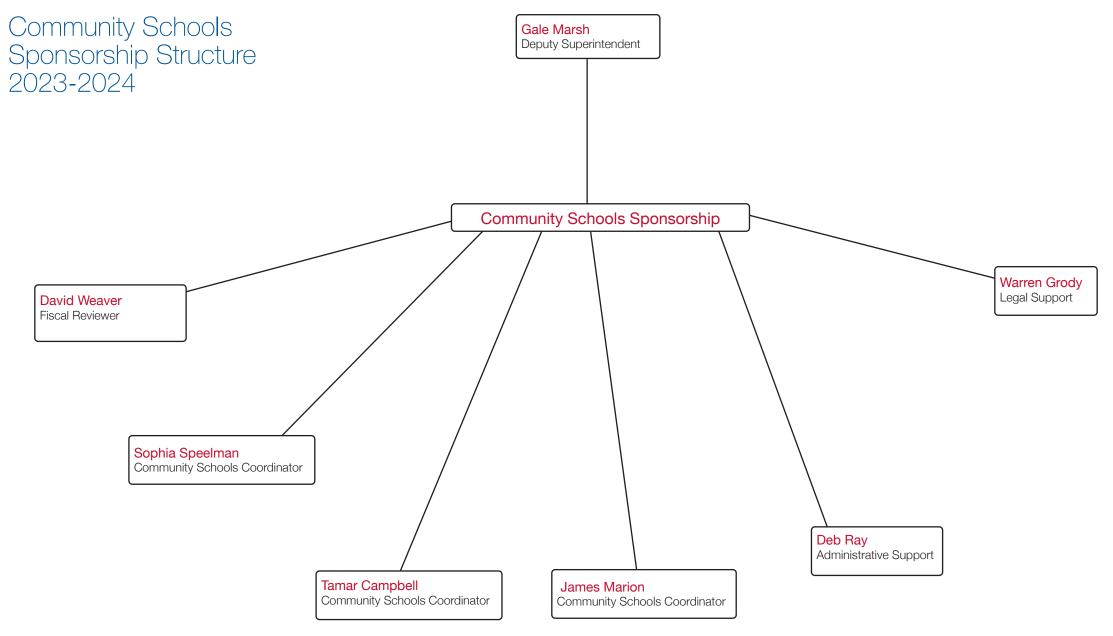
Lori Dray, Director Dan Adkins, Assistant Director

# Center for Technology and Digital Learning

- Communications
- Conference Center
- Digital Learning
- EMIS
- Facilities
- Grants and Contracts
- Innovation
- Operations
- Policy
- Research and Analysis
- Technology

<sup>\*</sup>Please see page 2 for additional detail.







# RESOLUTION TO APPROVE UPDATE OF DEPARTMENT OF COMMUNITY SCHOOLS GUIDANCE DOCUMENT, POLICIES FOR PLAN OF ACTION SUSPENSION OR CLOSURE OF COMMUNITY SCHOOLS AND SUSPENSION OR CLOSURE OF COMMUNITY SCHOOL CHECKLIST

Approved an update to ESC of Central Ohio Department of Community Schools Guidance Document and Board Approved Policies for Plan of Action Suspension or Closure of Community Schools, ESC Department of Community Schools Policy No. 9, and ESC of Central Ohio Suspension or Closure of Community School Checklist, as presented.

#### Certification

I hereby certify that the foregoing resolution was duly adopted by the Governing Board of the Educational Service Center of Central Ohio on April 24, 2023 at a duly called regular meeting of said Board.

David A. Varda, CFO/Treasurer

Educational Service Center of Central Ohio