

Tri-County ESC

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Note: Below are the application and additional documents as they were originally received by ODE. As part of the application process, sponsors have the option to provide additional information and documentation. Therefore, the application and scores indicated below may not be final.

Tri-County Educational Service Center IRN 050526
Application for Educational Service Centers Currently Sponsoring Conversion Community Schools

Name of Organization Tri-County Educational Service Center IRN 050526
Contact Information Address:741 Winkler Drive Phone: 330-345-6771 x232 Email: tesc_jritchie@tccsa.net
Primary Contact Name: Dr. Deborah Williams Phone:330-345-6771 x231 Email:tesc_william@tccsa.net
Name and IRN of Each Currently Sponsored Conversion Community School: Ashland County Community Academy IRN-009971 Beacon Hill Community School IRN-012501 Liberty Preparatory Academy IRN-013962

Section I

Sponsor Commitment & Capacity

1. The mission of the Tri-County Educational Service Center is to lead all individuals and agencies impacted by the services of the Educational Service Center through the 21st century by providing innovative and quality educational services which meet changing individual and collective need.

The sponsorship of conversion community schools currently falls under the umbrella of board policy 2451 – Alternative Plans/Programs authorizing the creation of alternative education programs for specific student populations which are the populations being served by these conversion community schools. This policy is in revision which will include specifically naming conversion community schools sponsorship. A copy of this current policy is provided as an attachment to this application.

The Tri-County Educational Service Center (ESC) sponsors three (3) conversion community Schools, Ashland County Community Academy (ACCA), Beacon Hill Community School, and Liberty Preparatory School to meet needs identified by client districts. ACCA and Liberty Preparatory both provide Drop Out Prevention and Recovery Programs for students.

The Beacon Hill Community School provides additional educational and career technical opportunities directed at an underserved population whose members normally do not advance beyond sixth grade in the traditional school district.

2. At this time The Tri-County Educational Service Center does not intend to open any additional conversion community schools or assume sponsorship of any existing conversion community schools.
3. The ESC budget does not have a specific line item budget allocation for conversion community school sponsoring activities. It provides support through personnel who attend community school board meetings, and assist with technical, fiscal and program issues.
4. The ESC staff regularly attends state and local mandatory meetings, webinars, conferences, and legal updates related to community school operations and management and shares information back to the schools.

In addition, ESC personnel who provide oversight and technical assistance participate in updates related to Federal programs and collaborate with community schools' administrations in providing presentations in curricular and fiscal areas at conferences and workshops.

5. The ESC does not currently have a "Conflict of Interest Policy" specific to community School sponsorship.

However, to avoid potential conflicts of interest in working with the Schools that it sponsors, the ESC carefully reviews all actions especially those involving the handling of funds or directly/indirectly influencing the day-to-day operations of the School e.g. the selection of personnel.

The ESC does provide personnel hiring services for the Schools, but contracts out and does not participate in the evaluation of those personnel who are ESC hires.

Active ESC personnel are prohibited from serving on the Governing Boards of the Schools.

6. In addition, to the three (3) required site visits annually, prior to opening, fall and spring visits when School is in session and students present, Tri-County ESC personnel attend School events e.g. open houses, graduations, etc.

The personnel maintain open lines of communication with the Governing Authorities and with the School administrations and staffs of all currently sponsored Schools through e-mail, phone, and provide technical assistance with student reporting requirements, meeting deadlines, teacher credentialing, fiscal management and protocols of federal funding, and legal updates.

The ESC Sponsor Representative regularly attends the individual GA board meetings and provides legal and other updates as deemed necessary as well as discussing and review the budget with the School's fiscal manager/treasurer. This attendance is documented by board minutes.

ESC personnel act as the liaison to ODE or other agencies as required and/or requested by either ODE or the School administration/GA e.g. maintaining and uploading to folders as required.

The ESC invites the Schools' administrators and staffs to participate in district wide meetings, professional development activities, and any group purchasing activities.

The ESC Sponsor Representative provides weekly information on Schools' progress through the Friday Notes to the ESC GA and reports out to the ESC GA at their monthly meetings.

Section II

Sponsor Application Process & Decision-Making

The ESC has not recently opened or planned to open a new School, and has not taken on or has no plans to take sponsorship of existing Schools anytime within the next two years, skip this section SECTION SKIPPED QUESTIONS 7-11

Section III

Sponsor Performance Contracting

12. ESC personnel conduct three (3) required site visits, prior to opening, fall and spring site visits with students present, and attempts to arrange additional site visits when the ODE FTE visits are conducted.

At the fall and spring visits the following areas facilities, student data, faculty/staff, fiscal control and governing authority are reviewed using an evaluation checklist which aligns with the Rotating Areas of Compliance. This checklist is submitted to the School administration and GA prior to the visit to use as a self evaluation in preparation for the site visit.

A copy of this checklist is provided as an attachment to this application.

A student performance evaluation sheet aligned with the School's report card is provided to the School administration prior to the fall site visit to use as a self-evaluation.

A copy of this evaluation is provided as attachment to this application.

In addition the Schools share their state testing results as they are released with the sponsor, and the Sponsor Representative gathers additional data in these areas from reports presented at the Schools' monthly meetings of the GA.

13. The performance measures for each of the Schools vary in breadth and scope because of the grade levels and populations served and the curriculum focus e.g. CTE, DOPR, etc. Measurements and performance standards are aligned to these variables.

Each School uses multiple measures to assess student performance, including but not limited to, attendance, state proficiency testing, and completion/graduation rate.

14. For a School to have its sponsor agreement (contract) renewed, at minimum, the School must meet the state standards in attendance, student academic performance, and AYP. The AYP determination is only applicable to the FTE students and needs to be determined locally rather than relying on the Report Card.

15. After reviewing data collected at the fall site visit, if the School appears to be borderline or non-compliant and/or failing to meet standards set forth in the contract the Sponsor Representative meets with the administration and/or fiscal manager and presents them with a list of those areas which need addressing and a general timeline for action.

The School is asked to respond in writing in which they prioritize the areas for action, propose remedies, and estimate dates of completion.

Section IV School History & Performance

16. For the SY 2015-16 the Tri-County ESC is the sponsor for:
 - Ashland County Community Academy IRN-009971 - Status Open;
 - Beacon Hill Community School IRN-012501 - Status Open; and
 - Liberty Preparatory School IRN-013962 - Status Open.
17. None of the conversion community Schools being sponsored by the Tri-County ESC failed to open after payments were initiated.
18. None of the conversion community Schools being sponsored by the Tri-County ESC closed prior to the end of the academic year.
19. None of the conversion community Schools being sponsored by the Tri-County ESC had findings for recovery and/or been deemed unauditible by the Auditor of State over the past 5 years.
20. All of the conversion community Schools being sponsored are currently operating under multi-year contracts.
21. The ESC sells numerous support services to the conversion community Schools depending upon the School's identified needs and request for that service.

These services include, but are not limited to, special education evaluations, special education therapy services, personnel hiring, etc.

The services are charged per established rate schedule and arranged through a Services Contract which is separate from the sponsor agreement.

Copies of each of these contracts are provided as attachments to this application.

Section V Sponsor Oversight & Evaluation

22. There are no official guidance documents available at this time as this is generally handled through a series of detailed emails with the School's administrator and fiscal manager/treasurer.

As previously stated ESC personnel conducts three (3) required site visits, prior to opening, fall and spring site visits with students present, and attempts to arrange additional site visits when the ODE FTE visits are conducted.

At the fall and spring visits the following areas facilities, student data, faculty/staff, fiscal control and governing authority are reviewed using a evaluation checklist which aligns with the Rotating Areas of Compliance is submitted to the School administration and board prior to the visit to use as a self evaluation in preparation for the site visit.

A student performance evaluation sheet aligned with the School's report card is provided to the School administration prior to the fall site visit to use as a self-evaluation.

These visits are generally scheduled a month in advance and are confirmed via email with the attachments. Reminders are sent two weeks and one week prior along with an agenda and timeframe for the visit. The site is asked to have documentation on hand and personnel available for clarification for the items on the evaluation checklist. Williams and Kestner both participate in the site visit.

First on the site visit agenda is a meeting with the administration and a discussion of the Student Performance evaluation sheet from the previous year. This is followed by Williams completing the checklist sections on facilities, faculty/staff and special education students while Kestner completes the sections on student data, fiscal control and governing authority.

Any issues deemed to need immediate attention e.g. lack of staff member's background check, absence of a fire extinguisher and such are addressed at the time of the visit by the individual completing the respective section.

Following the visit Williams and Kestner review the checklists and notes/comments made during the visit and determine areas of operation which need attention.

They compile a list of borderline and/or non-compliant items. A summary of the site visit is prepared and is shared by Williams (Sponsor Representative) with the GA and Administration of the conversion community School as well as with the ESC GA.

The Sponsor Representative meets with the administration and/or fiscal manager and presents them with a list of those areas which appear to need addressing and a general timeline for action and determine the degree of technical assistance from the sponsor which might be needed. The School is asked to respond in writing and include priority of the areas for action, proposed remedies, and estimated dates of completion.

Also as previously stated the ESC Representatives attempt to schedule a site visit when the ODE Consultant conducts the FTE Compliance and have a brief meeting to address any immediate concerns.

23. Dr. Deborah Williams and Judith Kestner are the ESC staff members who monitor School accountability and compliance.

Williams is the Tri-County ESC Assistant Superintendent and is the Sponsor Representative; Kestner is the ESC Grants Administrator/Consultant.

Williams provides the general oversight and attends all of the Schools' board meetings as well as being the primary contact for the administrators and is responsible for reporting to the ESC Governing Board on the Schools' status.

Kestner acts as the compliance monitor, technical assistance person, and liaison to ODE when issues arise.

Williams has ten (10) years' experience as the ESC Director of Special Education and four (4) years as the Assistant Superintendent at the Tri-County ESC and holds current licensure as a school superintendent.

Kestner has forty-seven (47) years' experience at the local, district, and ESC levels as a classroom teacher, a district supervisor, ESC Grants Administrator/Consultant and holds administrative licensures as well as school treasurer and business manager licensures.

Williams and Kestner meet on a regular basis to review the Schools progress.

Resumes for Williams and Kestner are provided as attachments to this application.

24. As previously stated Williams and Kestner meet on a regular basis usually after each of the board meetings which has been attended by Williams to review the schools progress which includes looking at the enrollment and current ADM as well as FTE's and monthly financials. If there are any concerns Williams will convey those via email to the appropriate person for clarification. They also meet following site visits to review data collected and present back to the school any concerns or items which need attention.
25. The Tri-County ESC as the Sponsor would intervene in a School's operations only if the circumstances were critical and/or considered unethical or fraudulent and/or had effected the funding, for example: EMIS reporting, use of foundation funding, misuse of federal funds, reporting delinquent accounts with STRS or SERS, failure to comply with mandates.

The problem would be identified and the School would be provided with whatever assistance would be needed to correct the inconsistency and/or remedy the problem.

26. As sponsor of the conversion community schools the Tri-County ESC ensures autonomy by assigning appropriate personnel to provide objective oversight of the programs and to keep separate and apart ESC operations and or programs from those of the School. Personnel provide direction and perspective but are not involved in the day-to-day operations of the school. The ESC ensures these personnel have no conflict of interest with individuals operating, staffing or providing goods to the School. The Tri-County ESC maintains the same type of business relationship with the conversion community schools as it does with its client districts when contracting for employment or educational services. Members of the ESC staff are prohibited from serving on the School's GA.

Section VI

Sponsor Termination & Renewal Decision-Making

27. There is no written application required for renewal of contract. The School's GA acts on a resolution to continue sponsorship with the ESC; the ESC GA acts on a resolution of Intent to Renew; the School's administration and fiscal manager/treasurer and the ESC Sponsor Representative work through any contract revisions and prepare the renewal contract which is presented to the ESC GA to approve and submitted to the School's GA for signature.

28. The Tri-County ESC uses the School's annual report, which has been reviewed with the School's GA prior to submission to ODE, coupled with the Sponsor Representative's recommendation as the primary basis for contract renewal.
29. The ESC GA acts on the recommendation of the Sponsor Representative in renewing community conversion school contracts and adopts a resolution of the Intent to Renew the Contract. The Sponsor Representative works with the School's administration in the case of the need for contract revisions. The contract is then prepared and presented to the ESC GA for approval.
30. The Tri-County ESC did renew a contract for the Ashland County Community Academy even though their Local Report Card showed that they had not met student performance indicators. After a review of this situation it was clear that because of the population being served these results did not accurately reflect the students' performance and that the School should apply for the DOPR Waiver for grade card reporting purposes. No additional requirements were placed on the School at that time.
31. Once the decision has been made by the School's GA that the School will close. The ESC personnel work directly with the GA and the Office of Community Schools to create a timeline of procedures to effect the completion of the Closing Assurances. This includes, but is not limited to:
 - notifying the ESC GA and ODE Office of Community Schools in advance of the pending closing;
 - passing a resolution for the School's closing by both the ESC GA and School GA, and providing it to ODE and AOS, and
 - providing whatever technical assistance to the Schools GA, Administration and Staff that is needed to complete the closing assurances including securing the student records and returning them to the student's district of residence; arranging for final FTE audit, fiscal audit, and dissolution of the School's GA.

Section VII

Technical Assistance and Sponsor Requirements in Rule & Law

32. The ESC personnel provide technical assistance through personal contacts/conferences and e-mail exchange on a regular basis.
33. As previously stated Dr. Deborah Williams and Judith Kestner are the primary ESC staff members who provide oversight and technical support to the conversion community Schools.

Williams is the Tri-County ESC Assistant Superintendent and is the Sponsor Representative; Kestner is the ESC Grants Administrator/Consultant.

Williams provides the general oversight and attends all of the Schools' board meetings as well as being the primary contact for the administrators and is responsible for reporting to the ESC Governing Board on the Schools' status.

Kestner acts as the compliance monitor, technical assistance person, and liaison to ODE when issues arise.

Williams has ten (10) years' experience as the ESC Director of Special Education and four (4) years as the Assistant Superintendent at the Tri-County ESC and holds current licensure as a school superintendent.

Kestner has forty-seven (47) years' experience at the local, district, and ESC levels as a classroom teacher, a district supervisor, ESC Grants Administrator/Consultant and holds administrative licensures as well as school treasurer and business manager licensures.

Resumes for Williams and Kestner are provided as attachments to this application.

34. The ESC provides legal updates to the conversion community schools by two primary means of communication; Williams attends all meetings of the Schools' GA and has an open spot on each agenda for "Sponsor Updates" which includes legal updates.

Both Williams and Kestner email legal updates to the School's administration and fiscal managers/treasurers.

35. Both Williams and Kestner email conversion community school administrators with professional development opportunities as they become aware of them and encourage them to participate.

The conversion community school administrators are on the ESC Professional Development Coordinator's list serve to receive updates of local and regional professional opportunities

The ESC personnel take every opportunity to collaborate with the schools' administrations in preparing presentations to bring awareness to the community and making the schools active in the charter School community, e.g. in fall of 2014 Sandy Hadsell treasurer for Beacon Hill Community School and Liberty Preparatory School and Kestner teamed up to do a presentation at the OAPC on managing the Preparing Budgets and Managing the CCIP

36. Both Williams and Kestner serve as liaisons to the conversion community Schools GA with regards to all matters.

Both have extensive knowledge of school law, administrative policies, educational protocols and procedures, academic requirements, and student accountability, staff qualifications and state mandates.

Kestner who is a licensed School treasurer/business manager has extensive experience with the CCIP, Federal funds management, reporting and fiscal management. Kestner has written and received two (2) Public Charter School grants.

Both work in all ways possible to advise and assist the School's GA in conducting business and making decisions, the ultimate decisions and course of actions are the GA responsibilities.

ATTACHMENTS INDEX

Attached	Not Available	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Mission statement (may include a link to the ESC's website), Board Policy 2105.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Strategic plan.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Board structure and actions, such as resolutions or policies reflecting mission and strategic plan; approval and renewal decisions, Board Policy 2451.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Annual report a. Examples related to the board's review of its performance; continuous improvement plan.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Independent audits, Rea and Associates Management Letter.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Organizational chart, Tri-County Education Service Center Organization Chart 2015-2016.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Staff resumes/biographies and their role(s) in your organization for those who provide technical assistance, oversight, compliance and/or monitoring, Dr. Deborah Williams, Judith J. Kestner.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	8. Budget of the organization's yearly revenue and expenditures specific to sponsoring activities. No separate budget exists--See answer to question #3.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	9. Guidance documents and policies a. Specifically, conflict of interest policy and examples of signed conflict of interest statements, if available.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	10. Application for sponsorship, rubric and interview guide, if available.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	11. Performance framework, if different from that in the community school's contract.
<input checked="" type="checkbox"/>		12. List of schools ever sponsored, their status and other information requested in questions 16 through 21, The Next Frontier Academy IRN 014130.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	13. Examples of information sent to sponsored schools (questions 24-26).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	14. Site visit report.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	15. Application and rubric for contract renewal; written policies, if available
<input type="checkbox"/>	<input checked="" type="checkbox"/>	16. Examples of other reports sent to schools, prior to renewal
<input checked="" type="checkbox"/>	<input type="checkbox"/>	17. Examples of legal updates and other information sent to schools.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	18. Sponsor Evaluation Checklist for Site Visits.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	19. Conversion Community School Annual Accountability and Assessment Measures Checklist.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	20. Copy of Educational/Special Services Contracts with conversion community schools GA for services purchased from the ESC.

#1

Tri-County Educational Service Center
Bylaws & Policies

2105 - MISSION OF THE CENTER

The mission of the Tri-County Educational Service Center is to lead all individuals and agencies impacted by the services of the Educational Service Center through the 21st century by providing innovative and quality educational services which meet changing individual and collective needs.

2

Tri-County Educational Service Center
Bylaws & Policies

2451 - ALTERNATIVE CENTER PLANS/PROGRAMS

The Governing Board recognizes that the regular school program may not be appropriate for all students and that certain students may need special programs to help them overcome attendance, academic, and/or behavioral problems.

The Board authorizes the Superintendent to establish or to cooperate with local Districts in establishing an alternative school, in accordance with R.C. 3313.533, for all grades. The purpose of the alternative school would be to provide:

- A. an option to suspension/expulsion from school.
- B. a program to help students overcome academic failure.
- C. a program to help students remediate their behavior.
- D. a program to help students who have recently been discharged or released from the custody of the Department of Youth Services.

R.C. 3313.533

Revised 8/05



Rea & associates a *brighter* way

5

Tri-County Educational Service Center Wayne County, Ohio

Management Letter

For the Fiscal Year Ended
June 30, 2014



Rea & associates *a brighter way*

November 5, 2014

Tri-County Educational Service Center
741 Winkler Drive
Wooster, Ohio 44691

INDEPENDENT AUDITOR'S MANAGEMENT LETTER

In accordance with *Government Auditing Standards* applicable to financial audits, we have audited the governmental activities, each major fund, and the aggregate remaining fund information of Tri-County Educational Service Center (the ESC), as of and for the year ended June 30, 2014, and have issued our report thereon dated November 5, 2014.

Government Auditing Standards also require that we describe the scope of our testing of compliance with laws and regulations and internal control over financial reporting and report any irregularities, illegal acts, other material noncompliance and significant deficiencies in the internal controls. We have issued a report dated November 5, 2014, on compliance and internal control over financial reporting required by *Government Auditing Standards* as of and for the year ended June 30, 2014.

Office of Management and Budget Circular A-133 requires that we report all material instances of noncompliance, and to report on internal control, related to major programs. We have issued a report dated November 5, 2014, on compliance and on the internal controls required by *Office of Management and Budget Circular A-133* as of and for the year ended June 30, 2014.

We are submitting for your consideration the following comments on the ESC's internal control. The memorandum that accompanies this letter summarizes our comments and suggestions regarding these matters. The enclosed comments reflect matters that, while in our opinion do not present a significant deficiency, we believe represent areas for which improvements in internal control might be achieved. These comments reflect our continuing desire to assist your government. The status of these comments should be reviewed during the 2015 audit engagement. We have already discussed these comments and suggestions with various ESC personnel, and we will be pleased to discuss in further detail at your convenience, to perform any additional study of this matter, or to assist you in implementing the recommendations. If you have any questions or concerns regarding these comments, please do not hesitate to contact us.

This report is intended solely for the information and use of the Board of Education and management, and is not intended to be and should not be used by anyone other than these specified parties.

Rea & Associates, Inc.

New Philadelphia, Ohio

CPAs and business consultants

www.reacpa.com

OHIO REVISED CODE NONCOMPLIANCE CITATIONS

1. **Ohio Rev. Code Section 9.38** states that "public money must be deposited with the treasurer of the public office *or* to a designated depository on the business day following the day of receipt. If the amount of daily receipts does not exceed \$1,000 and the receipts can be safeguarded, public offices may adopt a policy permitting their officials who receive this money to hold it past the next business day, but the deposit must be made no later than three business days after receiving it. The policy must include provisions and procedures to safeguard the money during the intervening period. If the amount exceeds \$1,000 or a lesser amount cannot be safeguarded, the public official must then deposit the money by the end of the next business day."

During our testing of revenues, we noted two workshop fees where the receipt was not deposited with the Treasurer's Office or the designated depository within one business day. It was also noted there is no formal policy in place that allows the department collecting these fees to hold these monies subsequent to the next business day.

SUGGESTIONS FOR IMPROVING INTERNAL CONTROL

1. **Vendors Master and New Vendor Approval**

As part of our testing, we analyzed the ESC's vendor master file records using software called ACL (Audit Command Language) to capture potential duplicate vendors with different vendor numbers that were both paid during the year. As a result of this test, we discovered instances where duplicate vendors were both paid during the fiscal year. While these payments were not duplicate payments, having active duplicate vendors increases the risk of mispending assets due to error by creating the opportunity to pay the same vendor twice, selecting the wrong vendor when making payments, and may lead to improper 1099 processing at year-end.

Vendor verification is an effective tool to prevent fraud. When a new vendor is requested, the ESC has a process in place that requires a completed IRS Form W-9 and limits access to the vendor master file to treasurer's office personnel. However, there is no consistent procedure for determining the validity of a new vendor and in some cases vendors are created with missing address details.

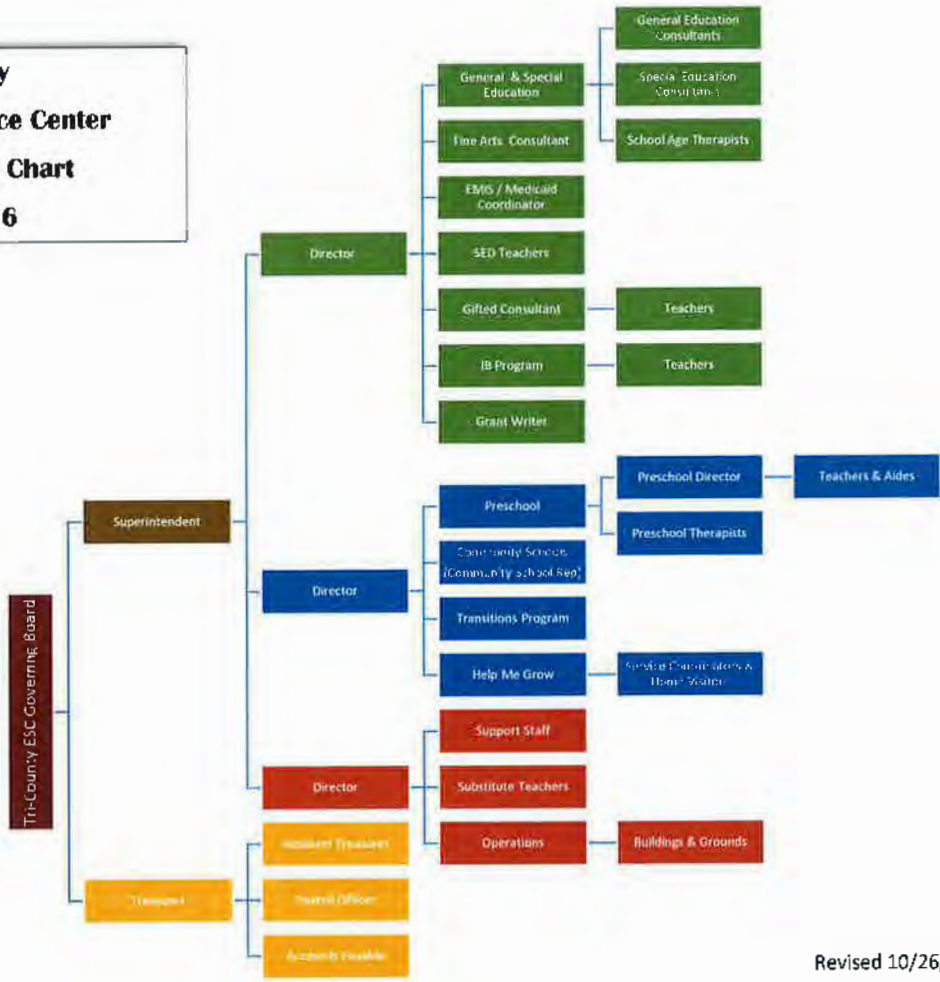
We recommend the ESC update their records to eliminate unnecessary duplicate vendors and to ensure that vendor address details are complete, accurate, and are not related to ESC personnel unless appropriate in the circumstances. We also recommend the ESC develop and implement formal policies and procedures over adding new vendors to the accounting system. This can be done through performing an internet search, browsing the vendor's website, contacting the Better Business Bureau by phone or online, obtaining the name of the owner of the business, verifying the business address, and searching the Secretary of State's website to determine if vendor is registered and the status of the company to mitigate the risks discussed above. Vendor verification should be performed by an employee independent of the person requesting the new vendor to verify the vendor is legitimate.

SUGGESTIONS FOR IMPROVING INTERNAL CONTROL (Continued)

2. Billing Procedures

During our testing of services provided to member school districts, we noted an opportunity for the ESC to streamline and to generate efficiencies and consistencies in their billing process. Currently, the ESC does not have formal policies and procedures in place over the billing for services provided. While there are similarities in the billing process, billing terms and conditions are geared uniquely to member school districts within the service contract. We recommend the ESC evaluate their billing process, document the necessary procedures such as billing timelines, invoicing procedures, billing support, records to be retained, and personnel assigned to the responsibility, and develop these procedures into a formal policy. A formal billing policy would help to prevent delays, errors, and ultimately confusion in the billing process. This is especially important considering the recent change in management and reduction in resources caused by the change in the state funding formula for ESC's.

**Tri-County
Educational Service Center
Organizational Chart
2015-2016**



Revised 10/26/2015

DEBORAH A. WILLIAMS, Ph.D.

[Redacted Address]

[Redacted Address]

Work: (330) 345-6771 Ext.231

CAREER OBJECTIVE

To obtain a challenging and growing position in the field of education where my skills as a clinician, educator and administrator will be utilized.

CAREER SUMMARY

Twenty-nine years work experience in the fields of psychology, university teaching, administration and management. Education and experience in individual, group, marital and family therapies, psychological testing, assessment and diagnosis.

WORK EXPERIENCE

**2005-PRESENT: Tri-County Educational Service Center, Wooster, Ohio.
Director of Special Education**

Supervision and administration of special education consultants, school psychologists and speech language pathologists for eighteen school districts.
Supervision and administration of Wayne and Ashland County Cooperative Preschools.
Participation in inter-agency community collaboration process.
Provision of special education support and resources to eighteen associated school districts.

**2003-2005: Tri-County Educational Service Center, Wooster, Ohio.
School Psychologist**

Administration of school based individual testing.
Participation in all levels of MFE process.

**1995-2003: The Counseling Center of Wayne and Holmes Counties,
Wooster, Ohio.
Director of Specialized Children's Programs**

Supervision and administration of home-based and school-based counseling services.
Supervision of children's case management program and family resource specialist program.
Participation in county-wide funding of residential treatment services for severely emotionally disturbed children.

**1991-1995: Community Mental Health Center, Homer, Alaska.
Clinical Director**

Supervision of all clinical aspects of outpatient services.
Individual supervision of program directors.
Responsible for assignment of all intakes.

**1989-1991: Community Mental Health Center, Homer, Alaska.
Psychology Staff**

Provided outpatient services for adults, children and families.
Coordination of response to increased stress levels due to the Oil Spill disaster in March, 1989.

**1988: Akron Children Guidance Center, Akron, Ohio.
Psychology Staff**

Provided psychotherapeutic services for children, adolescents, parents and families.
Conducted psychological testing, assessment and treatment for court-referred clients.
Specialized in the diagnosis and treatment of sexually and physically abused children and their families.
Conducted Parent Effectiveness Training groups.
Developed psychotherapeutic treatment program for severely emotionally disturbed and autistic children in preschool day treatment program.

**1987-1988: Northeastern Ohio Universities College of Medicine
Psychology Internship Training Program, Akron, Ohio.
A.P.A. approved.**

Extensive development of diagnostic skills with projective and objective psychological test instruments.
Provided individual and group therapy for children, adolescents, adults and families in outpatient settings.
Conducted research into the psychological aspects of chronic pain syndrome.
Obtained certification in hypnotherapy.

**1985-1987: University of Akron, Akron, Ohio
Department of Counseling and Special Education.
Doctoral Teaching/Research Assistant.**

Taught graduate classes in group therapy, counseling techniques and counseling practicum.
Taught undergraduate classes in career counseling.
Supervised Master's and Doctoral students during their practicum experience.
Conducted research into chronic pain syndrome.
Provided testing and individual counseling services at university counseling center.

**1984-1985 Summer: Summer Youth Employment Program
University of Akron, Akron, Ohio.
Director**

Responsible for procurement of funds through granting agency.
Conducted hiring of supervisors and secretarial staff.
Responsible for financial management and administration of work program for two hundred plus students enrolled.

**1978-1984: University of Akron, Akron, Ohio.
Nursery School Center
Laboratory Instructor**

Supervised activities in University Child Development laboratory.
Served as instructor for children in class of cross-cultural, multi-lingual, three-year olds.
Supervised university students in work-study program.

**1975-1977: Lutheran Community Child Development Center, Springfield, Ohio.
Director**

Responsible for funding and administration of Center.
Developed and maintained program in early childhood development.
Responsible for employee selection and training.

EDUCATION

- Ph.D. Counseling Psychology
University of Akron. 1988
Dissertation: Psychological and Demographic Variables Related to Duration of Pain in Chronic Pain Syndrome.
- M.A. Community and College Counseling
University of Akron. 1983
- B.S. University of New England
Armidale, N.S.W. Australia. 1975
Majors: Psychology and Education

Judith J. Kestner



EDUCATION:

Masters in Education –Ashland University- 1993
Bachelor of Science Education-The Ohio State University-1963

ADDITIONAL COURSE WORK:

American University-Washington D.C
Akron University
University of Utah
Kent State University
Miami University (Ohio)

ADMINISTRATIVE LICENSES

Supervision
Middle School Principal
High School Principal
Assistant Superintendent
School Treasurer
School Business Manager

TEACHING LICENSES- Permanent

Educational Library Media K-12
7-12 English Language Arts
7-12 Basic Business and Bookkeeping

ADDITIONAL TRAININGS:

ETS Praxis Test Site Administrator
Certified Grants Administration and Review-Research Associates –Troy State University, Dothan, AL
Certified Grants Evaluation – Research Associates-Troy State University, Dothan, AL
Federal Grants and Cooperative Agreements-Management Concepts-Richmond, VA
Community Intervention Drug and Alcohol Basic and Facilitator Training-Community Intervention-Minneapolis, MN
SIOP Trainer
Pathwise Trainer
Ohio Reads Trainer

PROFESSIONAL AFFILIATIONS:

National Grant Writers Association
National Grant Reviewers Association
ASCD-Association for Supervision and Curriculum Development
Phi Delta Kappa –Ashland University Chapter 1231
Delta Kappa Gamma-Beta Chapter
Martha Holden Jennings Scholar
OEA Life Member

EXPERIENCE:

1998- present

Tri-County Educational Service Center-Wooster, OH-Educational Consultant, Grant Writer/Grants Administrator

1993-present

Ashland University Department of Education-Ashland, OH-Adjunct, Student Teaching Supervision

1998-1999

The Ohio State University- Mansfield, OH-part time reference librarian

1997-1999

Ashland University-Ashland, OH- Evening reference librarian

1969-1998

Hillsdale Local School District-Jeromesville, OH-High School English teacher and District Library Media Specialist (Supervisor)

1966-1969

Fort Benning Post Dependents' School (Faith Middle School)-Columbus, GA - Middle School teacher language arts and American History.

1964-1965

Mifflin High School –Columbus, OH- Teacher English and Basic Business

Other Schools Sponsored

The Tri-County Educational Service Center served as the sponsor for The Next Frontier Academy IRN 014130

School status: Closed- June 30, 2015- Financial Viability

The School did not fail to open after payments were initiated.

The School did not close prior to the end of the academic year.

The School did not have findings for recovery and/or were deemed unauditible by the Auditor of State over the past 5 years.

When the School closed it had one year to go on its contract.

The Tri-County ESC sold Special Education Psychological Evaluation services to the School under a separate Special Services Contract.

14

SITE VISIT

MARCH 18, 2015

#14

Site Visit: Ashland County Community Academy

Date: 3/18/2015

Conducted by: Dr. Deborah Williams

Dr. Williams conducted a site visit at the Ashland County Community Academy at 716 Union Street, Ashland, Ohio 44805 on March 18, 2015 following the ACCA Board Meeting.

She reviewed the check with Allen Wilson, Superintendent and Jill Meng, Treasurer and visited classrooms.

Prior to the visit Wilson and Meng had received a copy of the checklist and they had the documentation available.

ACCA was found to be in compliance with the items presented on the Sponsor Evaluation Checklist

NOTE that this checklist has since been up dated to include items from the Rotating Verification, hence not all of the items on that Verification were addressed.

Notes:

A-5 ACCA does not operate a food service. Lunches are provided through the Ashland City Schools lunch program and are delivered to ACCA daily.

C-Faculty and Staff – Faculty and staff are hired through the Tri-County Educational Service Center all of their documentation including the IPDP are on file in the ESC office.

D-9 The Audit Report had not been completed at the time of the visit.

D-10 The 501 (3)(c) application is pending.

E-1 The Organization Chart is being prepared.

E-2 The ACCA Board does operate autonomously from the sponsor.

E-5 Question on Policy for Board Members to have FBI and BCI checks pending.

#17

Eligibility

Judy Kestner

Sent: Friday, March 06, 2015 1:54 PM
To: Brian Hessey
Cc: Deborah Williams
Importance: High

*Research
 Question
 on Eligibility*

Brian and Deb

I have done some research and agree with Green.
 See below specifically the last 8 lines (underlined)

I came up with some thought provoking questions.

I emailed Deb Moore at the OHSAA for clarification and have cc you both on that
 I believe the eligibility lies in the fact that all of these community schools are created under 3314.01 of the ORC.
 We will see what Deb has to say.

I can also see where this could pose a problem with the OHSAA Competitive Balance issue whereby they assign districts to divisions based on the male ADM which is put into EMIS. Think about that, if the student is a male and has not been a part of the EMIS count that determined the schools division of competition and if one more male student would have moved that school either up or down a division and yet he is eligible to participate.

Take care
 Enjoy the weekend
 JK

II. STUDENTS ENROLLED IN A NON-PUBLIC (CHARTERED OR NON-CHARTERED) SCHOOL

Section 3313.5311(B) of the Code provides that "if the nonpublic school in which the student is enrolled does not offer the extracurricular activity, a student enrolled in a chartered or non-chartered nonpublic school **shall be afforded, by the superintendent of the district in which the student is entitled to attend school** under section 3313.64 or 3313.65 of the Revised Code, **the opportunity to participate in that extracurricular activity** at the district school to which the student otherwise would be assigned . . ." Section 3313.5311(C) also addresses the non-resident student (not otherwise entitled to attend school under 3313.64 or 3313.65) who is enrolled in a non-public school but goes on to declare interscholastic athletics and interscholastic contests as excluded from the extracurricular activities covered under that section.

Please note that the word "chartered" in this provision of the law refers to a non-public school which is chartered by the State Department of Education. Chartered in this context should not be confused with a charter or community school, which by definition, is an independent public school that is part of the state's educational system created pursuant to ORC Section 3314.01. Charter or community schools are not addressed in this legislation, and thus students who attend those charter or community schools that are not OHSAA member schools, or are not sponsored by a school district's Board of Education (see Bylaw 4-3-1, exception three) would not have a participation option.

Judith J. Kestner
 Grants Administrator/Consultant
 Tri-County Educational Service Center
 741 Winkler Drive
 Wooster, OH 44691
 Phone: 330-345-6771 x265
 Fax: 330-345-7622
 Email: tesc_kestner@tccsa.net
http://www.youresc.k12.oh.us/escservices_content.aspx?cid=166

#17

FW: DA Notification Letter

Deborah Williams

Sent: Wednesday, October 01, 2014 2:35 PM
To: Brian Hesse; Sandy Hadsell; Judy Kestner
Cc: Deborah Williams
Attachments: 013962 Liberty Preparatory~1.pdf (163 KB)

Folks,

It looks like Liberty Prep has been designated as in need of LOW support from SST 9. I am assuming that someone from SST9 will be contacting you soon, Brian.

Deb

Dr Deborah A. Williams
Assistant Superintendent
Director of Special Education
Tri-County Educational Service Center
741 Winkler Drive
Wooster Ohio 44691
Ph: 330-345-6771 Ext 231
Fax: 330-345-7622

From: Conaway, Paul [Paul.Conaway@education.ohio.gov]
Sent: Tuesday, September 30, 2014 9:17 AM
To: Deborah Williams
Cc: teresa.purses@email.sparcc.org
Subject: DA Notification Letter

Dear Superintendent:

Attached you will find your LEA differentiated accountability Low, Medium or High Support notification letter for 2014-15. This letter will guide you through all of the requirements you must complete that are part of your LEAs differentiated accountability status for SY2014-15. The required items must be completed and submitted no later than October 29, 2014.

If you have any questions, please contact Paul Conaway, Data Manager, Office for Improvement and Innovation at: Paul.Conaway@education.ohio.gov

Sincerely,

John Richard, Associate Superintendent
Ohio Department of Education
Division of Accountability & The Teaching Profession

Cc: ONII State Consultant
Federal Programs Consultant
SST Region Director

#18

TRI-COUNTY ESC SPONSOR EVALUATION CHECKLIST

ORC	REQUIREMENT	DOCUMENTATION Required	Verified By initials	NOTES/COMMENTS Action to be taken
	A. FACILITIES			
	A-1 Copy of lease	Copy of lease with valid signatures properly notarized		
ORC 3314.03(A)(11)(b)	A-2 Proof of Liability Insurance	Copy of Policy		
ORC 3314.05(A),3314.19(J)(2)	A-3 Building Inspection	Copy of Inspection Form Signed and Dated		
ORC 3314.05(B)(4);3737.73(C)(1)	A-4 Fire Department Inspection	Copy of Inspection Form Signed and Dated		
ORC 3701,3717;3314.05	A-5 Health Department Sanitation/Food Inspection	Copy of Inspection Form Signed and Dated		
	A-6 Handicapped Accessibility	Inspection and Observation		
	A-7 Fire Suppression/Extinguishers	Physical Evidence		
	A-8 Security/Safety Equipment including defibrillator, first aid & lockdown kits	Physical Evidence		
ORC 3737.73(A)&(D)(2);Ohio Fire Code 405.1.1.1 and 408.3.2.	A-9 Fire/Tornado/Lockdown Drills Posted	Log		
ORC3314.03	A-10 Comprehensive Safety Plan on File	Copy of Plan with Valid Date		
	B. STUDENT DATA			
	B-1 Student Files/Data are Secured	Physical Evidence		
ORC 3313.716, 3313.718; 3313.671	B-2 Immunization Records Current	Copy of Records		
ORC 3313.67 and 3313.712	B-3 Emergency Medical Release	Copy of Form		
	B-4 Procedure for Documentation of Student Medications	Copy of Procedure		
	B-5 Release of Information/Permission to photograph forms	Copy of Release		
	B-6 Special Education Records are identified and secure	Physical Evidence		
	B-7 Enrollment Records /Attendance Records/EMIS	Physical Evidence		

	B-8 Copy of FTE Audit	Copy of Audit		
	B-9 Policy/Procedures are made available to students and parents	Physical Evidence		
	B-10 Copy of Year-End EMIS Report	Copy of completed report		
ORC 3313.6012	B-11 Academic Intervention Policy	Copy of Policy		
ORC 3301.03;3301.0711	B-12 Implementation of Educational Plan	Site Tour, Classroom Observations With Students Present and copies of class rosters		
ORC 3323.03; OAC 3301-51-06	B-13 Special Education and Related Services Plan including 504 Implementation Plan	Copy of Plan Consultation with Intervention Specialist Student record review		
OAC 3301-51-03	B-14 Child Find	Physical Evidence of Process and Procedures		
ORC 3313.6015	B-15 College and Career Readiness and Financial Plan	Copy of Guidelines Evidence of Curriculum		
ORC 3313.603	B-16 Core Curriculum Parental Notification	Copy of Notification Document		
ORC 3313.6013	B-17 Dual Enrollment Policy for College Credit	Copy of Board Adopted Policy/ Board Minutes of Date of Adoption		
CCIP or OIP	B-18 Improvement Plan	Copy of Plan and Review		
ORC 3301.07.10;3301.0711	B-19 Testing Plan and Schedule	Written Plan and Schedule		
ORC 3313.50 & 3313.69 ; 3313.67;3313.671;3313.712	B-20 Student Records Review Vision Hearing, immunization, emergency medical authorization	Copy of Records		
	C. FACULTY/STAFF			
ORC 3319.22 to 3319.31	C-1 Copy of Contract identifying teaching assignment	Copy of contract		
ORC 3319.22 to 3319.31	C-2 Copy of valid licensure for teaching assigned	Copy of valid license		
ORC 3319.074 NCLB	C-3 Highly Qualified Teacher and ParaPro	Copy of EMIS Report and Staff Roster Verification		
ORC 3319.39	C-4 Copies of current of BCI/FBI all staff background checks	Copy on file in school office valid date		
ORC 3319.22 to 3319.31	C-5 Copies of transcripts of certified staff.	Copies of all transcripts		
ORC 3319.223	C-6 Copy of LPDC Program	Physical Evidence/Minutes of Meetings		

ORC 3319.223	C-7 Copy of Teacher Residency Program	Copy of document		
	C-8 Copy of Procedure for Staff (certified and non certified) evaluation.	Copy of Document(s)		
ORC 3327.10	C-9 Transportation Qualification for IEP Transporters	Name of Transporters and confirmation with State Foundation Payment list		
ORC 3131.815	C-10 Person Designated as Heimlich trained.	Name and Certification		
ORC 3319.073	C-11 Safety and Violence Prevention Training for Employees	Employee Roster With Training Completion Dates		
Title 29 of the Code of Federal Regulations	C-12 Bloodborne Pathogens Training	Employee Roster With Training Completion Dates		
ORC 3313.05; ORC 3717.41	C-13 Food Service License	Copy of roster and food handler licenses		
ORC 3313.481	C-14 Academic Calendar	Copy of Calendar and Bell Schedule; Proof of submission		
	D. FISCAL CONTROLS			
ORC 3314.011; Sponsor Contract	D-1 Copy of Treasurer License	Copy of License		
ORC 3314.011; Sponsor Contract	D-2 Proof of Treasurer Bond	Copy of Bond		
ORC 3314.011	D-3 Proof of Bond Filing	Receipt for filing		
Sponsor Contract	D-4 Financial Plan	Copy of Plan		
	D-5-Copy of Annual Budget in Detail	Copy of Budget		
	D-6 Copies of Quarterly Detailed Financials	Copy of Quarterly		
	D-7 Copy of Five-Year Forecast	Copy of Forecast		
	D-8 Policy on Public Records/Record Retention	Copy of Policy ; Board Minutes of Date of Adoption		
	D-9 Monthly Fiscal Review by Sponsor	Copy of Fiscal Report and Review; Board Minutes Sponsor Presence		
	D-10 Audit Report	Copy of Report (OAS)		
	D-11 Copy of IRS filing for 501 3(c)	Copy of Filing		
	E. GOVERNING BOARD			
	E-1 Organization Chart	Copy of Chart		

	E-2 Autonomy	Evidence of Autonomy		
	E-3 Board Policies/By Laws Manual	Copy of Policies and By-Laws		
	E-4 Copy of Board Policy on Board Member Compensation	Copy of Policy ; Board Minutes of Date of Adoption		
	E-5 Copies of FBI/BCI checks for Board Members	Copies of checks from OAG		
ORC121.22	E-6 Copies of all Board Agendas and Minutes for FY14	Copies of Minutes and Agenda Properly Signed		
	E-7 Copies of posting of Meetings/Sunshine Law	Evidence of Posting		
	E-8 Posting of Board Minutes	Evidence of Posting		
	E-9 Annual Report to Parents	Copy of Report		
ORC 3314.03	E-10 Copy of SOS non-profit certificate	Copy of Certificate		
ORC 3314.03	E-11 Racial and Ethnic Balance Assessment	Copy of Board Policy;Board Minutes of Date of Adoption		
ORC 3313.666 (A) (B) (C)	E-12 Anti-Harrassment and Bullying Policy	Copy of Policy ; Board Minutes of Date of Adoption		
ORC 3323.03; OAC3301-51-03	Child Find Policy	Copy of Policy ; Board Minutes of Date of Adoption		
ORC 3313.472	Parental Involvement Policy	Copy of Policy ; Board Minutes of Date of Adoption		
ORC 3319.321 and Family Educational Rights Act	Privacy Policy	Copy of Policy ; Board Minutes of Date of Adoption		
ORC 3313.719	Food Allergy Protection Policy	Copy of Policy ; Board Minutes of Date of Adoption		
ORC 109.65, 3313.96	Missing Children Policy	Copy of Policy ; Board Minutes of Date of Adoption		
Section 204 of the Heathy, Hunger-Free Kids Act of 2010, Public Law 11-296	Wellness Policy	Copy of Policy ; Board Minutes of Date of Adoption		
COMMUNITY SCHOOL Name-		SPONSOR Sponsor Rep-		

Address- IRN-	Date of Visit- Person(s) conducting visit
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Highlighted area added April 1, 2015; not addressed in spring site visits.

TRI-COUNTY EDUCATIONAL SERVICE CENTER

#19

CONVERSION COMMUNITY SCHOOL
ANNUAL ACCOUNTABILITY AND ASSESSMENT MEASURES

1. State Accountability System

Measure 1(1) Did the school meet acceptable standards based on annual report card?
Exceeded Standard: <input type="checkbox"/> Received the highest overall "School Grade" (A or equivalent) on the State Report Card
Met Standard: <input type="checkbox"/> Received an average or above average "School Grade" (B or C or equivalent) on the State Report Card
Did Not Meet Standard: <input type="checkbox"/> Received a below average "School Grade" (D or equivalent) on the State Report Card

Measure 1(2) Did the school meet Annual Measurable Objectives based on annual report card?
Exceeded Standard: <input type="checkbox"/> Received the highest grade or rating (A or equivalent) in the "Gap Closing" component of the State Report Card
Met Standard: <input type="checkbox"/> Received an above average or average grade or rating (B or C or equivalent) in the "Gap Closing" component of the State Report Card
Did Not Meet Standard: <input type="checkbox"/> Received a below average grade or rating (D or equivalent) in the "Gap Closing" component of the State Report Card

2. Student Progress Over Time (Growth)

Measure 2(1) Did students make sufficient annual academic growth toward proficiency in the “Progress” component based on annual report card?
Exceeded Standard: <input type="checkbox"/> Received the highest grade or rating (A or equivalent) in the “Progress” component of the State Report Card
Met Standard: <input type="checkbox"/> Received an above average or average grade or rating (B or C or equivalent) in the “Progress” component of the State Report Card
Did Not Meet Standard: <input type="checkbox"/> Received a below average grade or rating (D or equivalent) in the “Progress” component of the State Report Card

Measure 2(2) Did students make expected annual academic growth compared to their academic peers?
Exceeded Standard: <input type="checkbox"/>
Met Standard: <input type="checkbox"/>
Did Not Meet Standard: <input type="checkbox"/>

Measure 2(3) Did the school increase subgroup academic performance over time?
Exceeded Standard: <input type="checkbox"/>
Met Standard: <input type="checkbox"/>
Did Not Meet Standard: <input type="checkbox"/>

3. Student Achievement (Status)

Measure 3(1) Are students achieving proficiency on state examinations based on annual report card?
Exceeded Standard: <input type="checkbox"/> Received the highest grade or rating (A or equivalent) in the “Indicators Met” component of the State Report Card
Met Standard: <input type="checkbox"/> Received an above average or average grade or rating (B or C or equivalent) in the “Indicators Met” component of the State Report Card
Did Not Meet Standard: <input type="checkbox"/> Received a below average grade or rating (D or equivalent) in the “Indicators Met” component of the State Report Card

Measure 3(2) Did students in demographic subgroups achieve proficiency on state examinations compared to state subgroups?
Exceeded Standard: <input type="checkbox"/>
Met Standard: <input type="checkbox"/>
Did Not Meet Standard: <input type="checkbox"/>

Measure 3(3) Are students performing well on state examinations in comparison to students at schools serving similar populations based on annual report card?
Exceeded Standard: <input type="checkbox"/> Average proficiency rate in the “Indicators Met” component of the State Report Card exceeds the average performance of students at schools serving similar populations by 15 or more percentage points
Met Standard: <input type="checkbox"/> Average proficiency rate in the “Indicators Met” component of the State Report Card meets or exceeds the average performance of students at schools serving similar populations by up to 15 percentage points
Did Not Meet Standard: <input type="checkbox"/> Average proficiency rate in the “Indicators Met” component of the State Report Card is less than the average performance of students at schools serving similar populations by 1-14 percentage points.

<p>Measure 3(4)</p> <p>Did students in the school perform well on state examinations in comparison to students in schools they might otherwise attend, based on annual report card?</p>
<p>Exceeded Standard:</p> <p><input type="checkbox"/> Average proficiency rate in the “Indicators Met” component of the State Report Card exceeds the average performance of students in schools they might otherwise attend by 15 or more percentage points</p>
<p>Met Standard:</p> <p><input type="checkbox"/> Average proficiency rate in the “Indicators Met” component of the State Report Card meets or exceeds the average performance of students in schools they might otherwise attend by up to 15 percentage points</p>
<p>Did Not Meet Standard:</p> <p><input type="checkbox"/> Average proficiency rate in the “Indicators Met” component of the State Report Card is less than the average performance of students in schools they might otherwise attend by 1-14 percentage points</p>

4. Post-Secondary Readiness (for High Schools Only)

<p>Measure 4(1)(i)</p> <p>Did student performance on the ACT or SAT reflect college readiness based on annual report card.?</p>
<p>Exceeded Standard:</p> <p><input type="checkbox"/> Percentage of students meeting benchmarks for ACT or SAT performance exceeds the national average by at least 20 percent</p>
<p>Met Standard:</p> <p><input type="checkbox"/> Percentage of students meeting benchmarks for ACT or SAT performance meets or exceeds the national average by up to 20 percent</p>
<p>Did Not Meet Standard:</p> <p><input type="checkbox"/> Percentage of students meeting benchmarks for ACT or SAT performance falls below the national average by up to 20 percent</p>

<p>Measure 4(1)(ii) Did students participate in the ACT or SAT?</p>
<p>Exceeded Standard: <input type="checkbox"/> More than 90 percent of students participated in the ACT or SAT</p>
<p>Met Standard: <input type="checkbox"/> 70-89 percent of students participated in the ACT or SAT</p>
<p>Did Not Meet Standard: <input type="checkbox"/> 50-69 percent of students participated in the ACT or SAT</p>

<p>Measure 4(2) Did students graduate from high school?</p>
<p>Exceeded Standard: <input type="checkbox"/> At least 90 percent of students graduated from high school</p>
<p>Met Standard: <input type="checkbox"/> 80-89 percent of students graduated from high school</p>
<p>Did Not Meet Standard: <input type="checkbox"/> 70-79 percent of students graduated from high school</p>

<p>Measure 4(3) Did high school graduates enroll in post-secondary institutions in the fall following graduation?</p>
<p>Exceeded Standard: <input type="checkbox"/> At least 90 percent of high school graduates were enrolled in post-secondary institutions in the fall following graduation</p>
<p>Met Standard: <input type="checkbox"/> 70-89 percent of high school graduates were enrolled in post-secondary institutions in the fall following graduation</p>
<p>Did Not Meet Standard: <input type="checkbox"/> 50-69 percent of high school graduates were enrolled in post-secondary institutions in the fall following graduation</p>

<p>Measure 4(4) Did high school graduates, who did not enroll in post-secondary institutions after graduation, employ in the fall following graduation (including military service)?</p>
<p>Exceeded Standard: <input type="checkbox"/> More than 90 percent of high school graduates who did not enroll in post-secondary institutions after graduation were employed in the fall following graduation</p>
<p>Met Standard: <input type="checkbox"/> 70-89 percent of high school graduates who did not enroll in post-secondary institutions after graduation were employed in the fall following graduation</p>
<p>Did Not Meet Standard: <input type="checkbox"/> 50-69 percent of high school graduates who did not enroll in post-secondary institutions after graduation were employed in the fall following graduation</p>

<p>Measure 4(5) Did high school graduates adequately prepare for post-secondary academic success?</p>
<p>Exceeded Standard: <input type="checkbox"/> Remediation rate for graduates attending post-secondary institutions was 15 percentage points or more below the statewide remediation rate</p>
<p>Met Standard: <input type="checkbox"/> Remediation rate for graduates attending post-secondary institutions met or fell below the statewide remediation rate by up to 15 percentage points</p>
<p>Did Not Meet Standard: <input type="checkbox"/> Remediation rate for graduates attending post-secondary institutions was up to 15 percentage points above the statewide remediation rate</p>

5. Mission-Specific Academic Goals

<p>Measure 5(1) Did the school meet mission-specific academic goals?</p>
<p>Exceeded Standard: <input type="checkbox"/> School surpassed its mission-specific academic goal(s)</p>
<p>Met Standard: <input type="checkbox"/> School met its mission-specific academic goal(s)</p>
<p>Did Not Meet Standard: <input type="checkbox"/> School did not meet its mission-specific academic goal(s)</p>

#20

Tri-County ESC Special Services Contract Request

Entity: _____

Type of Service: _____

Service to include:
(i.e. travel, supplies, etc.) _____

Timeframe of contract: _____

Cost basis: _____

Requested by: _____

Date: _____

#20

2016 EDUCATIONAL/SPECIAL SERVICES CONTRACT

This contract ("Contract") by and between the Governing Board of the Tri-County Educational Service Center ("ESC") and ACCA School District Board of Education, ("Board of Education"), is for the purpose of providing Educational Services ("Services").

The ESC is an educational service center organized under the laws of the State of Ohio and provides general education services, special education services, and special education related services ("Services"); and

The ESC and the Board of Education now desire to set forth in writing the terms and conditions of their agreement regarding the provision of Services pursuant to this Contract.

1. **Purpose.** The Board of Education agrees to purchase from the ESC and the ESC agrees to provide Services to the Board of Education. The Services provided by the ESC are those selected by the Board of Education and made available by the ESC.
2. **Term.** This Contract is effective for one year commencing on July 1, 2015 and terminating on June 30, 2016, and is non-cancelable.
3. **Agreement.** The terms of this Contract shall apply to and will be considered a part of any addenda for Services delivered by the ESC. This Contract and any attached and incorporated addenda or exhibits, if any, contain the entire contract of the parties and there are not representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract.
4. **Scope of Work.**
 - A. The ESC agrees to:
Provide, under the ESC's control, Services to the Board of Education as identified in Exhibit A, attached hereto and incorporated herein.
 - B. The Board of Education agrees to:
Pay for the Services as provided for in Exhibit A.
 - C. Each party agrees to:
Notify the other party in writing on or before March 15, 2016, of any change in the Services as described in Exhibit A to be purchased for the term commencing on July 1, 2016 through June 30, 2017 (the "2016-2017 Contract").
5. **Payment.** The board of Education agrees to be solely responsible to the ESC for all charges invoiced by the ESC for Services provided pursuant to this Contract. Charges for Services will be invoiced to the Board of Education monthly or quarterly for actual expenditures.

Charges based on estimates will be billed on the following schedule:

August	40% of estimated cost on Exhibit A
December	40% of estimated cost on Exhibit A
June	Remaining balance of actual cost
September	True-up billing/credit (Handicapped Preschool)

Payment of all invoices sent shall be due to the ESC no later than the 15th of the following month. Notwithstanding anything to the contrary, this Contract is contingent upon the ESC receiving such payments from the Board of Education. In the event the ESC does not receive payments, the ESC may terminate or suspend this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty, at its sole discretion. Such termination, suspension or reduction shall not be deemed a waiver of other legal or equitable rights the ESC may have to full payment. Payment requirements, which are different than provided for herein, will be described in each of the separate addenda to this Contract. Payments made by the Board of Education pursuant to this Contract shall in no way effect or reduce the ESC's entitlement to any state funding authorized by the Revised Code, including but not limited to R.C. 3317.11.

6. **Compliance with Law.** The ESC shall provide Services in accordance with all applicable, federal, state and local laws and regulations. The ESC shall not be responsible or liable to the Board of Education for any special, incidental, indirect or consequential damages in connection with the purchase of Services by the Board of Education.
7. **Contract Amendment.** During the term of this Contract, the Board of Education may add additional Services, pursuant to an addendum signed by the parties, which addendum shall be attached and incorporated into the Contract.
8. **Notice.** Any notice provided under the terms of this Contract by either party to the other shall be in writing. Notice shall be sufficient if made or addressed as follows:

Tri-County ESC	Board of Education
Treasurer	Treasurer
741 Winkler Drive	Address
Wooster, Ohio 44691-1652	City, State, ZIP

9. **Force Majeure.** If the ESC is unable to perform any Services under this Contract by reason of force majeure, the ESC will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The term "force majeure" means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and other severe weather; explosions; restraints of government and people; war, strikes, and other like events; or any other cause that is not reasonably within the control of the ESC.
10. **Liability.** The ESC shall not be liable for any claims, damages, costs, judgments, expenses or any other liabilities resulting from bodily injury to any person or damage to property that may arise out of or that are related to this Contract, as a result of an error, omission or negligence of the Board of Education, its members, employees, agents or users.

11. **Termination.** This Contract may be terminated prior to the expiration of the Term hereof as follows:
 - If the Board of Education fails to make a payment under this Contract, the ESC may terminate this Contract in accordance with Article S. Payment.
 - If the Board of Education fails to perform any other obligations under this Contract, and no remedial action can be agreed upon by the parties, the ESC may terminate this Contract and collect all amounts due for the balance of the unexpired term of this Contract.
12. **Successors and Assigns.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
13. **Severability.** In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions; and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
14. **Governing Law and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Ohio.
15. **Counterparts.** This Contract may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

This remainder of this page left intentionally blank.

IN WITNESS WHEREOF, the ESC and the BOARD OF EDUCATION have executed this CONTRACT to be effective on the date specified in Article 2. Term, above;

**GOVERNING BOARD OF THE
TRI-COUNTY EDUCATIONAL SERVICE CENTER**



Authorized Signature

Superintendent

Title

10/14/15
Date

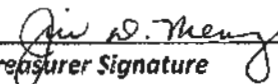
**BOARD OF EDUCATION OF THE
ACCA**



Authorized Signature

BOARD President
Title

8/19/15
Date



Treasurer Signature

8-19-15
Date

2016 EMPLOYMENT SERVICES CONTRACT

This contract ("Contract") by and between the Governing Board of the Tri-County Educational Service Center ("ESC") and ACCA School District Board of Education, ("Board of Education"), is for the purpose of providing Employment Services ("Services").

The ESC is an educational service center organized under the laws of the State of Ohio and provides general education services, special education services, and special education related services ("Services"); and

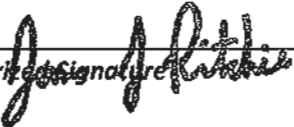
The ESC and the Board of Education now desire to set forth in writing the terms and conditions of their agreement regarding the provision of Services pursuant to this Contract.

1. **Purpose.** The Board of Education agrees to purchase from the ESC and the ESC agrees to provide Services to the Board of Education. The Services provided by the ESC are those selected by the Board of Education and made available by the ESC as described in Exhibit A.
2. **Term.** This Contract is effective for one year commencing on August 1, 2015 and terminating on July 31, 2016, and is non-cancelable.
3. **Agreement.** The terms of this Contract shall apply to and will be considered a part of any addenda for Services delivered by the ESC. This Contract and any attached and incorporated addenda or exhibits, if any, contain the entire contract of the parties and there are not representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract.
4. **Scope of Work.**
 - A. The ESC agrees to:
 - (1) Provide, under the ESC's control, Services to the Board of Education as identified in Exhibit A, attached hereto and Incorporated herein.
 - (2) Provide its best estimate of the cost of Services from information provided by the Board of Education.
 - B. The Board of Education agrees to:
 - (1) Pay for the actual cost Services as provided for in Exhibit A.
 - (2) Be responsible for monitoring and tracking all work as described in Exhibit A. Any payroll documents submitted to the ESC for payment to the employee must contain the Board of Education's designated written approval and will be honored as such by the ESC/
 - C. Each party agrees to:

Notify the other party in writing on or before April 15, 2016, of any change in the Services as described in Exhibit A to be purchased for the term commencing on August 1, 2016 through July 31, 2017 (the "2016-2017 Contract").

IN WITNESS WHEREOF, the ESC and the BOARD OF EDUCATION have executed this CONTRACT to be effective on the date specified in Article 2. Term, above:

**GOVERNING BOARD OF THE
TRI-COUNTY EDUCATIONAL SERVICE CENTER**

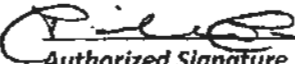


Authorized Signature
Superintendent

Title
10/14/15

Date


**BOARD OF EDUCATION OF THE
ACCA**



Authorized Signature
Board President

Title
8/19/15

Date



Treasurer Signature
8/19/15

Date

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**GOVERNING BOARD OF THE
TRI-COUNTY EDUCATIONAL SERVICE CENTER**



Authorized Signature

Superintendent
Title

10/14/15
Date

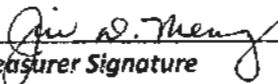
**BOARD OF EDUCATION OF THE
ACCA**



Authorized Signature

Board President
Title

8/19/15
Date



Treasurer Signature

8-19-15
Date

#20

2016 EDUCATIONAL/SPECIAL SERVICES CONTRACT

This contract ("Contract") by and between the Governing Board of the Tri-County Educational Service Center ("ESC") and Beacon Hill School District Board of Education, ("Board of Education"), is for the purpose of providing Educational Services ("Services").

The ESC is an educational service center organized under the laws of the State of Ohio and provides general education services, special education services, and special education related services ("Services"); and

The ESC and the Board of Education now desire to set forth in writing the terms and conditions of their agreement regarding the provision of Services pursuant to this Contract.

1. **Purpose.** The Board of Education agrees to purchase from the ESC and the ESC agrees to provide Services to the Board of Education. The Services provided by the ESC are those selected by the Board of Education and made available by the ESC.
2. **Term.** This Contract is effective for one year commencing on July 1, 2015 and terminating on June 30, 2016, and is non-cancelable.
3. **Agreement.** The terms of this Contract shall apply to and will be considered a part of any addenda for Services delivered by the ESC. This Contract and any attached and incorporated addenda or exhibits, if any, contain the entire contract of the parties and there are not representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract.
4. **Scope of Work.**
 - A. The ESC agrees to:
Provide, under the ESC's control, Services to the Board of Education as identified in Exhibit A, attached hereto and incorporated herein.
 - B. The Board of Education agrees to:
Pay for the Services as provided for in Exhibit A.
 - C. Each party agrees to:
Notify the other party in writing on or before March 15, 2016, of any change in the Services as described in Exhibit A to be purchased for the term commencing on July 1, 2015 through June 30, 2017 (the "2016-2017 Contract").
5. **Payment.** The board of Education agrees to be solely responsible to the ESC for all charges invoiced by the ESC for Services provided pursuant to this Contract. Charges for Services will be invoiced to the Board of Education monthly or quarterly for actual expenditures.

Charges based on estimates will be billed on the following schedule:

August	40% of estimated cost on Exhibit A
December	40% of estimated cost on Exhibit A
June	Remaining balance of actual cost
September	True-up billing/credit (Handicapped Preschool)

Payment of all invoices sent shall be due to the ESC no later than the 15th of the following month. Notwithstanding anything to the contrary, this Contract is contingent upon the ESC receiving such payments from the Board of Education. In the event the ESC does not receive payments, the ESC may terminate or suspend this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty, at its sole discretion. Such termination, suspension or reduction shall not be deemed a waiver of other legal or equitable rights the ESC may have to full payment. Payment requirements, which are different than provided for herein, will be described in each of the separate addenda to this Contract. Payments made by the Board of Education pursuant to this Contract shall in no way effect or reduce the ESC's entitlement to any state funding authorized by the Revised Code, including but not limited to R.C. 3317.11.

6. **Compliance with Law.** The ESC shall provide Services in accordance with all applicable, federal, state and local laws and regulations. The ESC shall not be responsible or liable to the Board of Education for any special, incidental, indirect or consequential damages in connection with the purchase of Services by the Board of Education.
7. **Contract Amendment.** During the term of this Contract, the Board of Education may add additional Services, pursuant to an addendum signed by the parties, which addendum shall be attached and incorporated into the Contract.
8. **Notice.** Any notice provided under the terms of this Contract by either party to the other shall be in writing. Notice shall be sufficient if made or addressed as follows:


Tri-County ESC	Board of Education
Treasurer	Treasurer
741 Winkler Drive	Address
Wooster, Ohio 44691-1652	City, State, ZIP
9. **Force Majeure.** If the ESC is unable to perform any Services under this Contract by reason of force majeure, the ESC will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The term "force majeure" means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and other severe weather; explosions; restraints of government and people; war, strikes, and other like events; or any other cause that is not reasonably within the control of the ESC.
10. **Liability.** The ESC shall not be liable for any claims, damages, costs, judgments, expenses or any other liabilities resulting from bodily injury to any person or damage to property that may arise out of or that are related to this Contract, as a result of an error, omission or negligence of the Board of Education, its members, employees, agents or users.

11. **Termination.** This Contract may be terminated prior to the expiration of the Term hereof as follows:
 - If the Board of Education fails to make a payment under this Contract, the ESC may terminate this Contract in accordance with Article 5. Payment.
 - If the Board of Education fails to perform any other obligations under this Contract, and no remedial action can be agreed upon by the parties, the ESC may terminate this Contract and collect all amounts due for the balance of the unexpired term of this Contract.
12. **Successors and Assigns.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
13. **Severability.** In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
14. **Governing Law and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Ohio.
15. **Counterparts.** This Contract may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

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IN WITNESS WHEREOF, the ESC and the BOARD OF EDUCATION have executed this CONTRACT to be effective on the date specified in Article 2. Term, above:

**GOVERNING BOARD OF THE
TRI-COUNTY EDUCATIONAL SERVICE CENTER**



Authorized Signature

Superintendent
Title

10/15/15
Date

**BOARD OF EDUCATION OF THE
Beacon Hill**



Authorized Signature

Board President
Title

8-20-15
Date



Treasurer Signature

8-20-2015
Date

#20

2016 EMPLOYMENT SERVICES CONTRACT

This contract ("Contract") by and between the Governing Board of the Tri-County Educational Service Center ("ESC") and Beacon Hill School District Board of Education, ("Board of Education"), is for the purpose of providing Employment Services ("Services").

The ESC is an educational service center organized under the laws of the State of Ohio and provides general education services, special education services, and special education related services ("Services"); and

The ESC and the Board of Education now desire to set forth in writing the terms and conditions of their agreement regarding the provision of Services pursuant to this Contract.

1. **Purpose.** The Board of Education agrees to purchase from the ESC and the ESC agrees to provide Services to the Board of Education. The Services provided by the ESC are those selected by the Board of Education and made available by the ESC as described in Exhibit A.
2. **Term.** This Contract is effective for one year commencing on August 1, 2015 and terminating on July 31, 2016, and is non-cancelable.
3. **Agreement.** The terms of this Contract shall apply to and will be considered a part of any addenda for Services delivered by the ESC. This Contract and any attached and incorporated addenda or exhibits, if any, contain the entire contract of the parties and there are not representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract.
4. **Scope of Work.**
 - A. The ESC agrees to:
 - (1) Provide, under the ESC's control, Services to the Board of Education as identified in Exhibit A, attached hereto and incorporated herein.
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 - C. Each party agrees to:

Notify the other party in writing on or before April 15, 2016, of any change in the Services as described in Exhibit A to be purchased for the term commencing on August 1, 2016 through July 31, 2017 (the "2016-2017 Contract").

5. **Payment.** The board of Education agrees to be solely responsible to the ESC for all charges invoiced by the ESC for Services provided pursuant to this Contract. Charges for Services will be invoiced to the Board of Education on a monthly basis, included but no limited to, a first month deposit..

Payment of all invoices sent shall be due to the ESC no later than the 15th of the following month. Notwithstanding anything to the contrary, this Contract is contingent upon the ESC receiving such payments from the Board of Education. In the event the ESC does not receive payments, the ESC may terminate or suspend this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty, at its sole discretion. Such termination, suspension or reduction shall not be deemed a waiver of other legal or equitable rights the ESC may have to full payment. Payment requirements, which are different than provided for herein, will be described in each of the separate addenda to this Contract. Payments made by the Board of Education pursuant to this Contract shall in no way effect or reduce the ESC's entitlement to any state funding authorized by the Revised Code, including but not limited to R.C. 3317.11.

6. **Compliance with Law.** The ESC shall provide Services in accordance with all applicable, federal, state and local laws and regulations. The ESC shall not be responsible or liable to the Board of Education for any special, incidental, indirect or consequential damages in connection with the purchase of Services by the Board of Education.

7. **Contract Amendment.** During the term of this Contract, the Board of Education may add additional Services, pursuant to an addendum signed by the parties, which addendum shall be attached and incorporated into the Contract.

8. **Notice.** Any notice provided under the terms of this Contract by either party to the other shall be in writing. Notice shall be sufficient if made or addressed as follows:

Tri-County ESC	Board of Education
Treasurer	Treasurer
741 Winkler Drive	Address
Wooster, Ohio 44691-1652	City, State, ZIP

9. **Force Majeure.** If the ESC is unable to perform any Services under this Contract by reason of force majeure, the ESC will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The term "force majeure" means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and other severe weather; explosions; restraints of government and people; war, strikes, and other like events; or any other cause that is not reasonably within the control of the ESC.

10. **Liability.** The ESC shall not be liable for any claims, damages, costs, judgments, expenses or any other liabilities resulting from bodily injury to any person or damage to property that may arise out of or that are related to this Contract, as a result of an error, omission or negligence of the Board of Education, its members, employees, agents or users.

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13. **Severability.** In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
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**GOVERNING BOARD OF THE
TRI-COUNTY EDUCATIONAL SERVICE CENTER**



Authorized Signature

Superintendent
Title

10/15/15
Date

**BOARD OF EDUCATION OF THE
Beacon Hill**



Authorized Signature

Board President
Title

8-20-15
Date



Treasurer Signature

8-20-2015
Date

2016 EDUCATIONAL/SPECIAL SERVICES CONTRACT

This contract ("Contract") by and between the Governing Board of the Tri-County Educational Service Center ("ESC") and Liberty Preparatory School District Board of Education, ("Board of Education"), is for the purpose of providing Educational Services ("Services").

The ESC is an educational service center organized under the laws of the State of Ohio and provides general education services, special education services, and special education related services ("Services"); and

The ESC and the Board of Education now desire to set forth in writing the terms and conditions of their agreement regarding the provision of Services pursuant to this Contract.

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 - B. The Board of Education agrees to:
Pay for the Services as provided for in Exhibit A.
 - C. Each party agrees to:
Notify the other party in writing on or before March 15, 2016, of any change in the Services as described in Exhibit A to be purchased for the term commencing on July 1, 2016 through June 30, 2017 (the "2016-2017 Contract").
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Treasurer	Treasurer
741 Winkler Drive	Address
Wooster, Ohio 44691-1652	City, State, ZIP

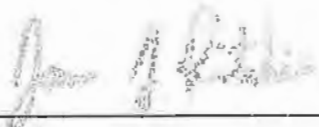
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**GOVERNING BOARD OF THE
TRI-COUNTY EDUCATIONAL SERVICE CENTER**




Authorized Signature

_____ Superintendent _____
Title

_____ 10/15/15 _____
Date

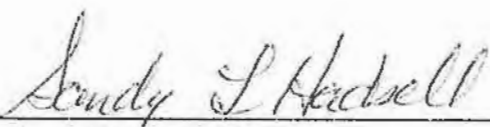
**BOARD OF EDUCATION OF THE
Liberty Preparatory**



Authorized Signature

_____ Principal / Director _____
Title

_____ 9/9/15 _____
Date



Treasurer Signature

_____ 9-21-2015 _____
Date

#20

2016 EMPLOYMENT SERVICES CONTRACT

This contract ("Contract") by and between the Governing Board of the Tri-County Educational Service Center ("ESC") and Liberty Prep School District Board of Education, ("Board of Education"), is for the purpose of providing Employment Services ("Services").

The ESC is an educational service center organized under the laws of the State of Ohio and provides general education services, special education services, and special education related services ("Services"); and

The ESC and the Board of Education now desire to set forth in writing the terms and conditions of their agreement regarding the provision of Services pursuant to this Contract.

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 - (1) Pay for the actual cost Services as provided for in Exhibit A.
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 - C. Each party agrees to:

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Tri-County ESC	Board of Education
Treasurer	Treasurer
741 Winkler Drive	Address
Wooster, Ohio 44691-1652	City, State, ZIP

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IN WITNESS WHEREOF, the ESC and the BOARD OF EDUCATION have executed this CONTRACT to be effective on the date specified in Article 2. Term, above:

**GOVERNING BOARD OF THE
TRI-COUNTY EDUCATIONAL SERVICE CENTER**

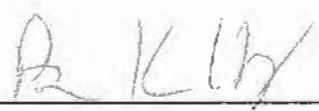


Authorized Signature

Superintendent
Title

10/15/15
Date

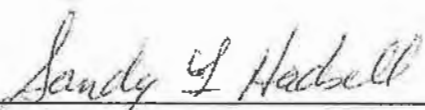
**BOARD OF EDUCATION OF THE
Liberty Prep**



Authorized Signature

Principal / Director
Title

9/9/15
Date



Treasurer Signature

9-21-2015
Date

Entity has not yet received a sponsorship agreement, and therefore has not been evaluated.

Tri-County ESC Application Rubric Highlights

For your information and possible future use, the review team highlighted specific questions for areas that needed clarification and/or more specificity. These questions are below. The full rubric follows.

Question	Follow-up
Section I: Sponsor Commitment & Capacity	
3	Per the school contract with the Ashland County Community Academy, the ESC receives a 3% sponsor fee from at least one of its schools. What revenue does the ESC receive for its sponsoring activities? How does the ESC cover the costs of monitoring, such as monthly fiscal and enrollment reviews; twice annual site visits, while school is in session; and all the myriad compliance monitoring actions, and technical assistance, needed to fulfil its sponsoring obligations? Please submit an annual budget.
6	If Tri-County ESC self-assesses to improvement its own sponsoring processes, please submit evidence of this.
Section V: Sponsor Oversight & Evaluation	
26	Please provide more information about the contracts you have with your sponsored schools.
Section VI: Sponsor Termination & Renewal Decision-Making	
30	Please provide information on how the determination was made that the performance results did not accurately reflect student performance.
Section VII: Technical Assistance and Sponsor Requirements in Rule and Law	
32	Please explain in more depth how you provide technical assistance to your schools.
34	Please provide examples of board minutes and emails that evidence the sponsor's legal updates.

Note: Below are the application and additional documents as they were originally received by ODE. As part of the application process, sponsors have the option to provide additional information and documentation. Therefore, the application and scores indicated below may not be final.

EDUCATIONAL SERVICE CENTER (ESC) SPONSORSHIP APPLICATION RUBRIC

Name of Organization: Tri-County ESC

Reviewed by: S. Cherry, K. King, and J. Hoffman

Date: November 24, 2015

Rate each of the items on a 4-point scale using the following criteria:

1	Poor response: Does not answer the question or response is vague; marginal evidence of quality practices
2	Limited response: Response is incomplete; fails to address what is required or expected; insufficient evidence of quality practices
3	Average response: Response is complete; sufficient evidence of quality practices provided
4	Strong response: Clear, thorough, and convincing response; evidence indicates consistent use of quality practices

Put each numerical rating in the scoring box located below each question. Enter comments/notes to justify the rating in the Comments section of each question. Submit the scoring summary for each section in the table provided at the end of the rubric.

Section I: Sponsor Commitment & Capacity

1. Describe your organization's mission, strategic vision and core values. How has sponsoring a conversion community school supported or extended the organization's vision and values? Please provide any examples, such as mission statement, a strategic plan, board resolutions or policies; feel free to use hyperlinks to the organization's website.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> The sponsor's mission for sponsoring schools is broad or sponsor has no mission. The sponsor's vision for sponsoring is vague or absent, with no defined priorities, no strategic goals, and no core values. 	<ul style="list-style-type: none"> The sponsor states a clear mission for sponsoring community schools. The sponsor articulates a broad vision for sponsoring, with broad goals over an undefined period of time. 	<ul style="list-style-type: none"> The sponsor states a clear mission for quality sponsoring. The sponsor articulates and implements a vision and plan for sponsoring, including general goals and timelines for achievement. 	<ul style="list-style-type: none"> The sponsor states a clear mission for quality sponsoring. The sponsor articulates and implements an intentional strategic vision and plan for sponsoring, including clear priorities, specific goals, and time frames for achievement.

Score: 1

Comments: The Tri-County ESC has an organizational mission that is relevant to education but does not specifically cite its role as a community school sponsor. Its vision is to sponsor schools that address a gap in educational options for nontraditional students, but it does not outline specific priorities or goals.

While the TCESC website includes links to the three community schools that it sponsors, it does not specify its role as sponsor and just indicates that these are three schools that it operates.

2. Do you intend to open additional or assume sponsorship of existing conversion schools? If so, describe your organization’s plan for sponsoring additional community schools. How many and what type of additional community schools do you plan to sponsor in the future? In which counties and districts will the schools be located?

Informational only – no score	
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Comments: The sponsor indicates that it does not plan to open any additional conversion schools at this time.

3. Describe the level of financial resources your organization has had available for on-going sponsoring activities. Please provide a budget of your organization’s yearly revenue and expenditures specific to sponsoring activities.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> The sponsor has no financial resources earmarked specifically for sponsoring activities. 	<ul style="list-style-type: none"> The sponsor’s financial resources are not sufficient to carry out all needed sponsoring activities. 	<ul style="list-style-type: none"> The sponsor has sufficient financial resources to carry out all needed sponsoring activities. 	<ul style="list-style-type: none"> The sponsor has sufficient financial resources to fulfill its sponsoring responsibilities in accordance with national standards and commensurate with the scale of its community school portfolio.

Score: 1

Comments: The sponsor did not provide its budget and indicated that it has no funding specifically earmarked for sponsoring activities, so it is difficult to determine whether the sponsor has sufficient funding available to carry out all needed sponsoring activities.

Follow-up: Per the school contract with the Ashland County Community Academy, the ESC receives a 3% sponsor fee from at least one of its schools. What revenue does the ESC receive for its sponsoring activities? How does the ESC cover the costs of monitoring, such as monthly fiscal and enrollment reviews; twice annual site visits, while school is in session; and all the myriad compliance monitoring actions, and technical assistance, needed to fulfil its sponsoring obligations? Please submit an annual budget.

4. Describe the frequency and the areas of professional development/trainings in which your staff is engaged relative to community school sponsorship. For example, do any staff attend national, state or ODE conferences and workshops?

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> Sponsor staff rarely participates in professional development, internally or externally provided. PD shows no alignment with the sponsor’s functions. 	<ul style="list-style-type: none"> Sponsor staff sporadically participates in professional development internally or externally provided, and typically only what is required by ODE. 	<ul style="list-style-type: none"> Sponsor staff regularly participates in professional development, internally or externally provided, and beyond what is required by ODE. 	<ul style="list-style-type: none"> Sponsor staff continuously participates in professional development beyond what is required by ODE and that complements the sponsor’s improvement efforts and that takes into account staff member’s strengths and

	<ul style="list-style-type: none"> • PD shows some alignment with the sponsor’s functions or in response to needed corrections. 	<ul style="list-style-type: none"> • PD is aligned with sponsor functions and takes into account identified needs (as determined by its self-improvement process). • Sponsor staff attends national conferences with PD focus (e.g., NACSA, iNACOL, etc.) 	<p>weaknesses.</p> <ul style="list-style-type: none"> • The sponsor is able to provide examples of how professional development is incorporated into its ongoing work.
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Score: 2

Comments: The sponsor indicates that its staff regularly attend state and local trainings available on various issues relating to community schools and sponsorship. However, no specific trainings were listed and there is no sense of the frequency or consistency with which these trainings are attended by staff.

5. What policies and practices has your organization implemented to avoid potential conflicts of interest in working with the schools it sponsors? Please provide a copy of your conflict of interest policy and examples of signed conflict of interest statements, if available.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> • Schools sponsored by the sponsor have limited or no autonomy. • Numerous conflicts of interest exist between the sponsor and the community schools it sponsors. [e.g., staff and boards may overlap, sponsor may require school to purchase services from sponsor, schools may not be afforded appropriate autonomy, funds may be co-mingled, etc.] • Decision making is not transparent; it is unclear what or if criteria are being used by the sponsor to make decisions. • Community schools are improperly offered incentives by the sponsor and/or required by the sponsor to make choices that may not be in their best interest. [e.g., may only contract with the sponsor for various services, contract services from sponsor in exchange for reduced sponsoring fee, etc.] 	<ul style="list-style-type: none"> • Evidence of conflicts of interest exists between the sponsor and the community schools it sponsors. [e.g., the sponsoring district’s superintendent fills the role of the community school’s superintendent with no accommodations for independent oversight of his/her role as community school superintendent.] • Decision making is not transparent and the criteria used to make them are inconsistently applied and not fully understood by sponsor staff. • In some instances, the sponsor’s decisions are improperly influenced by a management company or a community school’s governing authority. [e.g., for example, a management company with multiple affiliated schools implies action related to one school will impact the others.] 	<ul style="list-style-type: none"> • No conflicts of interest (both in staffing and funding) exist between the sponsor and the community schools it sponsors. • While decision making is transparent to community schools and appears to be based upon merit, the process and criteria for making decisions are not fully transparent to the public. 	<ul style="list-style-type: none"> • No conflicts of interest (both in staffing and funding) exist between the sponsor and the community schools it sponsors. • The sponsor has a written policy that effectively prevents conflicts of interest, assures decision making is transparent and based upon merit. • The sponsor’s funding is structured in a manner that avoids conflicts of interest, inducements, incentives, or disincentives that might compromise its judgment in sponsor approval and accountability decision making.

Score: 1

Comments: The score does not mean that conflicts of interest exist between the sponsor and its schools. There is not enough information to make a determination. Tri-County ESC is not currently governed by a conflict of interest policy, so decision-making is not transparent. The sponsor indicates that it does not have a conflict of interest policy in place specific to community school sponsorship. However, it is not clear if the TCESC has a general conflict of interest policy in place for its overall organization. The sponsor provides personnel hiring services for the school, which could be a conflict of interest. A review of OEDS roles for sponsored school, however, does not indicate any of the ESC employees are also employed by the schools.

6. How do you assess your organization's performance as a sponsor? Please provide any examples pertaining to an annual review by the board of the strategic plan goals achieved; or a continuous improvement plan, if applicable; or stakeholder input about services provided; etc.

Poor	Limited	Average	Strong
<ul style="list-style-type: none">• The sponsor rarely examines its work to ensure it is meeting its Ohio sponsoring obligations and applicable laws.• The sponsor does not examine its operations for the purpose of improvement.• Does not evaluate self as a sponsor.	<ul style="list-style-type: none">• The sponsor sporadically examines its work to ensure it is meeting its Ohio sponsoring obligations and applicable laws.• The sponsor occasionally looks to improve its operations, but does not follow a structured process	<ul style="list-style-type: none">• The sponsor regularly examines its work to ensure it is meeting its Ohio sponsoring obligations and applicable laws.• The sponsor follows a defined improvement process to evaluate its work against its goals and outcomes.• The sponsor uses the findings from its self-evaluation when making improvements in its practices.	<ul style="list-style-type: none">• The sponsor continuously uses a defined improvement process to evaluate its work against its goals and outcomes and to ensure it is meeting its Ohio sponsoring obligations and applicable laws.• The sponsor implements strategic action steps based upon the findings from its rigorous self-evaluation to improve its performance as a sponsor.• The sponsor continuously and rigorously evaluates its work against national standards for quality community school sponsors.• The sponsor reports annually to its governing entity the progress it is making on its strategic goals.

Score: Cannot be scored at this time.

Comments: It is possible that sponsor did not understand the question as the response it provided does not answer the question. The information provided pertains to the how the sponsor monitors and interacts with its schools. The question is about how the sponsor assesses its own performance.

Follow-up: If Tri-County ESC self-assesses to improvement its own sponsoring processes, please submit evidence of this.

Section II: Sponsor Application Process & Decision-Making (Note: If the organization has not recently opened or planned to open a new school, and has not taken on or has no plans to take sponsorship of existing schools anytime within the next two years, skip this section.)

7. Describe the application process that developers follow in seeking sponsorship from your organization. Include a timeline.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> • The sponsor has no formal application process – no written application. • The sponsor’s application timeline is not defined. • Application guidance is absent or undocumented and varies depending upon which staff member responds to questions by the public. • The application process does not include interviewing applicants. 	<ul style="list-style-type: none"> • The sponsor has an application process; however, it is undocumented and loosely defined. • Timelines are loosely defined. • Applications are accepted in the same calendar year as the statutory contract adoption date, leaving little time for contract negotiations. • The application is not readily available to the public. • The application provides limited directions on the content and format expected of applicants. • The sponsor does not document the criteria it uses to evaluate its applications. • The application process may include an interview with applicants. 	<ul style="list-style-type: none"> • The sponsor follows and explains a systemic application process; however, it is not fully documented. • The sponsor typically follows a defined timeline for reviewing sponsor applications. The planning stage is at least six months long. • The application is readily available to the public. • The application provides general directions on content and format expected of applicants. (e.g., does not include resources or references to assist the applicant.) • The sponsor documents the general criteria it uses to evaluate its applications. However, these criteria are not publicized as part of the application process. • The application process includes interviewing final applicants. 	<ul style="list-style-type: none"> • The sponsor follows a documented systematic application process. • The sponsor’s timeline allows for a pre-opening stage of at least nine months so that the application process is carried out with quality and integrity. It aligns with the school year and provides ample time to adequately complete the application, plan, and prepare for the school’s opening. • The sponsor’s application guidance is documented, detailed and readily available to the public through the sponsor’s website. (e.g., includes the procedure to submit (word length, font size, electronic/paper), includes references to assist the applicant, etc.). • The application provides clear directions on required content and format. • The sponsor documents and clearly communicates to applicants the criteria it uses to evaluate its applications. • Application clearly states the sponsor’s sponsoring priorities. • The process includes interviewing final applicants before adopting a contract.

Score: N.A.

8. Describe all elements of the application, including documents that your organization requests from developers (please include all supporting documents, such as the application, rubric and interview guide and any links to the organization’s website, if available).

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> The sponsor does not have a written application. 	<ul style="list-style-type: none"> The application includes few questions. The questions are very broad in nature and do not provide enough data to thoroughly evaluate the applicant's educational and business plans and capacities. 	<ul style="list-style-type: none"> General application questions, covering four main areas of school planning and operations [education plan, governance, finance (including market research) and accountability] along with suggested attachments, provide adequate data for analyzing an applicant's plans and capacities. <p><i>[For example: Describe the demographics of the students that the school will serve and of the charter in which the school will be located. Why is the school being proposed in this location?</i></p> <p><i>Generally describe the school's curriculum plan and provide an overview of the instructional design and program to be emphasized by the school.]</i></p>	<ul style="list-style-type: none"> Comprehensive, detailed application questions cross-reference the four main areas of school planning and operations [education plan, governance, finance (including market research) and accountability] provide extensive data for rigorous evaluation of the applicant's plans and capacities. <p><i>[For example: Describe the needs assessment of the school's target neighborhood and student population, including current student demographics and academic performance of other schools in the charter in which the school will be located. Explain the academic impact of the proposed school model on the students and charter. Describe the process used to assess local need and provide evidence that the charter approves of the proposed school.</i></p> <p><i>Explain the school's curriculum, its alignment to the Ohio Standards and benchmarks, specific instructional materials to be used to implement the curriculum, and the process your school will follow to evaluate, review and revise its curriculum on an annual basis.</i></p>

Score: N.A.

9. Describe the criteria that your organization considers in reviewing applications for the replication of an existing school; for consideration of a currently operating school from another sponsor.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> No additional criteria are required of existing school operators and/or replicators of existing schools. Sponsor does not look for any evidence of past success or the capacity for growth. No additional criteria are required of the existing school seeking to be switch sponsors. 	<ul style="list-style-type: none"> While no additional criteria are required, the sponsor completes a cursory look of the current school's academic success or a consideration for the school's capacity to expand and operate successfully. 	<p>For community school operators/ replicators:</p> <ul style="list-style-type: none"> Sponsor requires the applicant to meet the following criteria: <ul style="list-style-type: none"> Clear evidence of capacity to operate a new school successfully while maintaining quality in existing schools; Document educational, organizational, and financial performance records based on all existing schools; Must explain any never-opened, terminated, or non-renewed 	<p>For community school operators/ replicators:</p> <ul style="list-style-type: none"> Sponsor requires the applicant to meet the following criteria: <ul style="list-style-type: none"> Clear evidence of capacity to operate a new school successfully while maintaining quality in existing schools; Document educational, organizational, and financial performance records based on all existing schools; Must explain any never-opened, terminated, or non-renewed

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> Sponsor does not look for any evidence of past success or the capacity to operate successfully. 		<p>schools;</p> <ul style="list-style-type: none"> Must present a growth plan, business plan, and most recent financial audits; and Meet at least one of the following indicators of effectiveness to earn approval for replication: high academic, organization, and/or financial success to earn approval for replication. <p>For community schools changing sponsors:</p> <ul style="list-style-type: none"> While no additional criteria are required, the sponsor reviews the existing school’s financial audits (where available), academic success and the school’s capacity to operate successfully, meeting and/or exceeding its performance targets. The application process may include either a face to face interview with the applicant or contact with the school’s current sponsor. The sponsor does not consider contracting with a community school that is being non-renewed by its current sponsor. 	<p>schools;</p> <ul style="list-style-type: none"> Must present a growth plan, business plan, and most recent financial audits; and Meet multiple indicators of effectiveness in all of the following areas: high academic, organization, and financial success to earn approval for replication. <p><i>Examples of success include:</i> never had an un-auditable school; no general education or special education school rated below the top two LRC categories; no dropout prevention and recovery schools rated below “meets”, etc.</p> <p>For community schools changing sponsors:</p> <ul style="list-style-type: none"> Sponsor requires the applicant to provide educational, organizational, and financial performance records to evaluate the school’s capacity to operate successfully, meeting and/or exceeding its performance targets. The application process includes a face to face interview with the applicant and contact with the school’s current sponsor. The application process may include visiting the school and/or attending a board meeting. The sponsor does not consider contracting with a community school that is being non-renewed by its current sponsor. The sponsor’s process to consider sponsoring a currently operating school is publicly available.

Score: N.A.

10. Describe the level of expertise of those who review applications, including existing staff and external sources.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> Review team members have little to no experience 	<ul style="list-style-type: none"> The sponsor has at least one dedicated reviewer with 	<ul style="list-style-type: none"> The sponsor has at least one dedicated reviewer with two 	<ul style="list-style-type: none"> Many of the reviewers have practiced in community

Poor	Limited	Average	Strong
<p>working in or sponsoring community schools. At least one review team member is trained in school finance, but has limited experience applying the knowledge.</p> <ul style="list-style-type: none"> • No external sources are sought in education related areas for which the review team members lack expertise. These areas include: <ul style="list-style-type: none"> ○ Community schools; ○ Curriculum, instruction and assessment; ○ Special education and ELL instruction; ○ School accountability; ○ School facilities; ○ School law; ○ School finance; and, ○ School governance. 	<p>limited experience (less than two years) working in or sponsoring community schools, and at least one other reviewer who may have limited knowledge in one or more of the following areas:</p> <ul style="list-style-type: none"> ○ Curriculum, instruction and assessment; ○ Special education and ELL instruction; ○ School accountability; ○ School facilities; ○ School law; ○ School finance; and/or ○ School governance. <ul style="list-style-type: none"> • When existing reviewers do not have the range of expertise needed, the sponsor sometimes contracts with external sources to complete particular aspects of the application review. 	<p>or more years of experience working in or sponsoring community schools.</p> <ul style="list-style-type: none"> • Other reviewers are certified (where appropriate) and have experience working in the following areas: <ul style="list-style-type: none"> ○ Curriculum, instruction and assessment; ○ Special education and ELL instruction; ○ School accountability; ○ School facilities; ○ School law; ○ School finance; and, ○ School governance. • When existing reviewers do not have the range of expertise needed, the sponsor contracts with external sources to complete particular aspects of the application review. 	<p>schools or sponsoring for several years, and have diverse expertise (and certification where appropriate) in the following areas:</p> <ul style="list-style-type: none"> ○ Curriculum, instruction and assessment; ○ Special education and ELL instruction; ○ School accountability; ○ School facilities; ○ School law; ○ School finance; and, ○ School governance. <ul style="list-style-type: none"> • When existing staff do not have the range of expertise needed, the sponsor contracts with external sources to complete particular aspects of the application review.

Score: N.A.

11. Provide details of applications that were both approved and denied by your organization over the past five years, including reasons for both approvals and denials.

Informational only – no score

Section III: Sponsor Performance Contracting

12. Describe your organization’s process and the frequency for reviewing school performance against measures included in the contract on an annual basis.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> • The sponsor lacks a formal structure for annually reviewing school performance measures. <p>Or</p> <ul style="list-style-type: none"> • The sponsor annually reviews the school’s legal compliance, but does not include a review of school performance against accountability measures. The 	<ul style="list-style-type: none"> • The sponsor meets the basic requirement for twice annual reviews. • The sponsor’s review of school performance is minimal, focused mainly on the school’s compliance with laws and with limited examination of school performance against accountability measures. The 	<ul style="list-style-type: none"> • The sponsor’s frequency of reviews exceeds the basic requirement, and includes gathering information based on two or more of the following: academic performance, classroom observations, interviews with school staff, governing authority members, parents. • The sponsor’s review of 	<ul style="list-style-type: none"> • The sponsor’s frequency of reviews exceeds the basic requirement, and includes gathering information based on three or more of the following: academic performance, classroom observations, interviews with school staff, governing authority members, parents. • The sponsor’s review of school

sponsor does not provide a report to the school as to its annual performance.	sponsor's report to the school is provided inconsistently.	school performance is aligned with performance measures described in the contract. The school receives a report about its performance annually.	performance is aligned with performance measures described in the contract. The school receives a report about its performance following each review.
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Score: 3

Comments: The sponsor completes the required annual reviews of its schools. The fall visit appears to be focused solely on compliance with the law, but documentation provided (i.e., the *Annual Accountability and Assessment Measures* document) implies that the spring visit also includes a review of school academic performance data. The measures that are examined through this document are somewhat aligned with the contract. Attendance rate and student grade level-passage rate are not included in the tool. Other measures included are more specific than the contract language, such as proficiency of student subgroups, comparisons to students at schools serving similar populations, AMO, etc.

The sponsor appears to have an evaluation checklist that it uses when conducting the fall, spring site visits each year, as well as the site visit occurring prior to the schools opening. The sponsor indicates that the student performance evaluation too is aligned with the school's report card. However, it is not clear if it is aligned with the performance goals specified in the contract. For example, the annual report provided with this application, which reviews Beacon Hill Community School for the 2013-14 school year, summarizes finances, governance, enrollment, and academic assessment. However, the goals described in this last section do not align with those listed in the contract.

13. Describe the breadth and scope of the performance measures set forth in the school(s)' contracts. Are these measures differentiated among contracts? If so, how and why? [Note: if your organization has revised its performance framework and the revised framework is not yet in use, please provide a copy.]

Poor	Limited	Average	Strong
<p>Most contracts include:</p> <ul style="list-style-type: none"> • Vague measures of student performance, such as local report card ratings or statewide assessments. • No specific metrics and targets for school-wide performance (e.g., "80% proficiency in 3rd grade reading and math OAA) 	<p>Most contracts include:</p> <ul style="list-style-type: none"> • Multiple measures of student performance, which may include the following: <ul style="list-style-type: none"> ○ Statewide assessments, ○ Attendance, or ○ <i>(If applicable)</i> graduation rates. • Metrics and targets for school-wide performance are vague (e.g., meet state standards) • Targets are for the all students group; they do not include subgroups of students. 	<p>All contracts may include the following:</p> <ul style="list-style-type: none"> • Multiple measures of student performance, such as: <ul style="list-style-type: none"> ○ Proficiency rates on state assessments ○ <i>(If applicable)</i> student academic growth, ○ <i>(If applicable)</i> graduation rates, ○ Attendance, and ○ <i>(If applicable)</i> post-secondary enrollment after high school. • Metrics and targets for school-wide performance are specific (e.g., 80% proficiency in 3rd grade reading, meet or exceed value added, etc.) • Targets include all students and subgroups of students. 	<p>All contracts include all of the following student measures:</p> <ul style="list-style-type: none"> ○ Proficiency rates on state assessments, ○ Student academic growth, ○ Graduation rates, ○ Attendance, ○ <i>(If applicable)</i> post-secondary enrollment after high school, and ○ <i>(If applicable)</i> student performance on other valid and reliable assessments as laid out in the contract. • Metrics and targets are specific and rigorous. • Targets include all students and subgroups of students. • At a minimum, targets are set that compare the school's student performance to the state, schools serving similar populations and/or schools in the same geographical area. • Mission-specific academic goals may be included; such goals include specific metrics

			and targets.
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Score: 2

Comments: The sponsor response states that the performance measures “vary in breath and scope” across schools, but we found that all three contracts contain the same benchmarks for assessment: 100% passing rate on the OGT, 93% attendance rate, and 90% grade level passage. (We note that the sponsor did update the Education Plan, Exhibit I, of its contract with Liberty Preparatory Academy, but changes were not made to the performance framework). Should a school not meet the benchmark for the OGT, the sponsor will examine AYP. Performance targets for student subgroups are not included in any of the sponsor’s current three contracts.

14. Describe the performance standards and criteria a school must achieve in order for its contract to be renewed.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> Contracts rarely define the performance standards and criteria and conditions for renewal. 	<ul style="list-style-type: none"> Most contracts broadly define the performance standards and criteria and conditions for renewal. 	<ul style="list-style-type: none"> Most contracts define the performance standards and criteria and conditions for renewal. 	<ul style="list-style-type: none"> All contracts clearly define and detail performance standards and criteria and conditions for renewal.

Score: 2

Comments: The sponsor’s contracts with its community schools broadly defines the criteria for contract renewal according to contract template language. The contract specifies that contract renewal is subject to specific sections of the ORC. However, there is no specific language in the contract that describes what schools need to do to have their contract renewed.

15. Are there consequences for failing to meet the standards and metrics in the contract? If so, how are these communicated to the school?

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> Contracts rarely define the consequences for meeting or not meeting standards and conditions. Consequences either rarely communicated to the school or not communicated at all The sponsor rarely enforces consequences for failing to meet compliance requirements or performance expectations. 	<ul style="list-style-type: none"> Most contracts broadly define the consequences for meeting or not meeting standards and conditions. Consequences may be communicated to the school, but not in a timely or systematic way The sponsor occasionally enforces consequences for failing to meet compliance requirements or performance expectations. 	<ul style="list-style-type: none"> Most contracts define the consequences for meeting or the consequences for not meeting standards and conditions. Consequences are communicated to the school in a timely and systematic way The sponsor regularly enforces consequences for failing to meet compliance requirements, and sometimes performance expectations. 	<ul style="list-style-type: none"> All contracts clearly define and detail the consequences for meeting or the consequences for not meeting standards and conditions. Consequences are communicated to the school in a timely and systematic way The sponsor predetermines intervention actions for failure to meet contract requirements and clearly articulates and enforces stated consequences for failing to meet performance

			expectations or compliance requirements.
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Score: 2

Comments: While the contract states that the contract may not be renewed if the performance measures are not satisfactorily met, it is not clear exactly what the consequences are for failing to meet the academic and financial standards and metrics of the contract.

Section IV: School History & Performance (Note: This section is not scored; it is for informational purposes only)

16. Provide a list of all community schools for which your organization has been a sponsor and indicate their current status (open; open and on probation; suspended; closed (non-renewed); closed (voluntary); closed (terminated); or contract assumed by another sponsor).

Informational only – no score

Comments: Tri-County ESC sponsors Ashland County Community Academy, Beacon Hill Community School, and Liberty Preparatory School. Tri-County previously sponsored The Next Frontier Academy, which is now closed.

17. Indicate which, if any, schools failed to open after payments were initiated. If any, please provide details of why the schools did not open.

Informational only – no score

Comments: The sponsor indicates that none of its schools failed to open after payments were initiated.

18. For schools that closed prior to the end of the academic year; provide details of why the schools closed. Did any closed school leave unpaid debts to vendors, staff, ODE, etc.?

Informational only – no score

Comments: The sponsor indicates that none of its schools closed prior to the end of the school year.

19. Indicate which, if any, schools have had findings for recovery and/or been deemed unauditible by the Auditor of State over the past 5 years.

Informational only – no score

Comments: The sponsor indicates that none of its school have had findings for recovery or have been deemed unauditible by the Auditor of State.

20. Indicate which schools' contracts have been renewed.

Informational only – no score	
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Comments: The sponsor states in its response to this question that all schools are currently operating under multi-year contracts. While this is accurate, one school – Ashland County Community Academy – is currently operating under a renewed contract. The sponsor's other two schools are still in the terms of their initial contracts.

21. Does your organization sell services to any of its schools? If so, what services? How are the services and charges arranged? Are service agreements part of the community school contract?

Informational only – no score	
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Comments: The ESC sells services to its schools in supplemental (not mandated) contracts. The ESC provides special education services and personnel hiring through these contracts.

Section V: Sponsor Oversight & Evaluation

22. Describe your organization's system for monitoring school accountability and compliance. What is the protocol for on-site school reviews; what information is collected during these reviews? If available, please provide a copy of any guidance documents about the oversight and monitoring process used to explain to sponsored schools.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> • The sponsor's oversight and evaluation system is reactive, focused only on the school's compliance with laws. • The sponsor rarely enforces consequences for failing to meet compliance requirements or performance expectations. • During an onsite review, data are collected from a school employee available at the school on the day of the review. • The sponsor's onsite reviewers receive very little training on the site visit process and no protocols are used. 	<ul style="list-style-type: none"> • The sponsor's oversight and evaluation system is minimal; focusing mainly on the school's compliance with laws and with limited examination of academic performance. • The sponsor occasionally enforces consequences for failing to meet compliance requirements or performance expectations. • During an onsite review, data are collected from a school employee available at the school on the day of the review. • The sponsor has an onsite visit protocol; however, its onsite reviewers are not trained on the tool; and therefore, • There is no evidence of consistent use of the protocol 	<ul style="list-style-type: none"> • The sponsor's oversight and evaluation system is proactive, collecting and/or accessing and reviewing and/or analyzing data on the school's compliance with laws and against performance targets stated in the contract. Combined, these sources of data inform contract renewal, termination, and intervention decisions. • The sponsor regularly enforces consequences for failing to meet compliance requirements, and sometimes performance expectations. • During an onsite review, data are collected from school administrators and a sample of instructors. • The sponsor's onsite reviewers are trained on and regularly use observation and 	<ul style="list-style-type: none"> • The sponsor implements a comprehensive performance accountability and compliance monitoring system that is defined by the community school contract and that provides the information necessary to make rigorous and standards-based renewal, termination, and intervention decisions. • The sponsor predetermines intervention actions for failure to meet contract requirements and clearly articulates and enforces stated consequences for failing to meet performance expectations or compliance requirements. • During an onsite review, data are collected consistently from a variety of stakeholders, which may include the community school's governing board members, administrators,

Poor	Limited	Average	Strong
	across reviewers.	<p>interview protocols.</p> <ul style="list-style-type: none"> There is evidence of consistent use of the protocols across reviewers. Data may be collected through a variety of means and throughout the school year. 	<p>teachers, students, parents, and staff from the management company (if applicable).</p> <ul style="list-style-type: none"> Reviewers receive ongoing training, formal or informal, on the purpose, criteria, process and protocols of conducting onsite visits. Additionally, training is provided as needed to remain current with changes in law. Data may be collected through a variety of means and throughout the school year.

Score: 3

Comments: The sponsor’s *Annual Accountability and Assessment Measures* document appears to be aligned generally with the contract standards. The site visit protocol focuses on legally-mandated compliance issues. The Tri-County ESC monitors its schools’ legal compliance biannually, reviews student academic data at the end of each school year, and reviews financial records monthly. TCESC provides its schools with compliance monitoring and student performance accountability tools in advance of visits for the purpose of self-evaluation, and the sponsor requests data be collected prior to the visit. No evidence was submitted regarding the training of reviewers, nor did ODE locate evidence that the same protocol is utilized across reviewers.

23. Describe the roles, responsibilities and levels of experience of the staff members who monitor school accountability and compliance. Please provide the names and resumes of those individuals.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> The sponsor’s dedicated staff member(s) have little to no experience working in or sponsoring community schools. At least one staff member is trained in school finance, but has limited experience applying the knowledge. No external sources are sought in education related areas for which the sponsoring staff lacks expertise. These areas include: <ul style="list-style-type: none"> Community schools; Curriculum, instruction and assessment; Special education and ELL instruction; 	<ul style="list-style-type: none"> The sponsor has at least one dedicated staff member with less than two years of experience working in or sponsoring community schools, and a member who is trained and has limited experience working in the area of school finance. Other staff have limited training and limited experience working in the following areas: <ul style="list-style-type: none"> Curriculum, instruction and assessment; Special education and ELL instruction; School accountability; School facilities; School law; 	<ul style="list-style-type: none"> The sponsor has at least one dedicated staff member with two or more years of experience working in or sponsoring community schools, and a member who is trained and experienced in the area of school finance. Other staff are certified and have experience working in the following areas: <ul style="list-style-type: none"> Curriculum, instruction and assessment; Special education and ELL instruction; School accountability; School facilities; School law; and, School finance; and, School governance. 	<ul style="list-style-type: none"> Many of the sponsoring staff have practiced in community schools or sponsoring community schools for several years, and have diverse expertise in the following areas: <ul style="list-style-type: none"> Curriculum, instruction and assessment; Special education and ELL instruction; School accountability; School facilities; School law; and, School finance; and, School governance. When existing staff do not have the range of expertise needed, the sponsor contracts with external

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> ○ School accountability; ○ School facilities; ○ School law; ○ School finance; and, ○ School governance. 	<ul style="list-style-type: none"> ○ School finance; and, ○ School governance. ● When existing staff do not have the range of expertise needed, the sponsor sometimes contracts with external sources to complete particular aspects of work. 	<ul style="list-style-type: none"> ● When existing staff do not have the range of expertise needed, the sponsor contracts with external sources to complete particular aspects of work. 	<p>sources to complete particular aspects of work.</p>

Score: 3

Comments: Although Tri-County has only two dedicated sponsor staff, they have collective experience in a range of educational arenas, and it appears that they have been working in the sponsorship capacity for several years. It is unclear how TCESC handles gaps in expertise because no contracts with external sources were provided. Moreover, the ESC does not appear to have staff experienced in some areas essential to community school oversight, such as school law.

24. How does your organization share monitoring and compliance information with the schools? Please include examples of feedback (e.g., site visit reports, e-mails, and monthly financial/enrollment reports).

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> ● The sponsor rarely reviews the monitoring and compliance issues of each school. When or if reviewed, the sponsor provides few details and feedback that is rarely of value to the school. 	<ul style="list-style-type: none"> ● The sponsor minimally reviews the monitoring and compliance issues of each school, and provides occasional feedback with limited details and that are of limited use to the school. 	<ul style="list-style-type: none"> ● The sponsor reviews and provides monthly feedback on the monitoring and compliance issues of each school. 	<ul style="list-style-type: none"> ● The sponsor reviews and provides monthly or more immediate feedback on the monitoring and compliance issues of each school.

Score: 3

Comments: The sponsor shares monitoring and compliance information with the community schools primarily face-to-face at the end of the site visit as well as by email. The Tri-County ESC reviews financial and enrollment data each month following the school’s board meeting, but their method of reporting this information to the school is somewhat unclear. The sponsor also provides a written report following the monthly visits, although the example provided was focused solely on compliance with the law and did not contain fiscal data.

25. What circumstances have led or would lead your organization to intervene in a school’s operations? Please provide any examples, if applicable, including corrective action plans, probation or suspension notices.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> ● The sponsor is unaware of its obligation to intervene in accordance with Ohio law. ● The conditions that trigger intervention are never 	<ul style="list-style-type: none"> ● The sponsor is generally aware of its obligation to intervene with a community school in accordance with Ohio law. 	<ul style="list-style-type: none"> ● The sponsor establishes and makes known to the school in the contract the conditions that may trigger intervention and the types of actions and consequences that may 	<ul style="list-style-type: none"> ● The sponsor establishes and makes known to schools at the outset an intervention policy stating the general conditions that may trigger intervention and the types of

Poor	Limited	Average	Strong
<p>articulated by the sponsor to its schools.</p> <ul style="list-style-type: none"> The sponsor never or rarely provides schools with timely notice of contract violations and/or provides little to no information on performance deficiencies. There is no evidence that the sponsor (based upon its own oversight or evidence from ODE and/or AOS that a compliance issue(s) exist), intervenes or follows-up on issues with schools in which compliance problems are identified. 	<ul style="list-style-type: none"> The community school contract states the conditions that may trigger intervention. The sponsor occasionally provides schools with timely notice of contract violations, and/or minimal notice of performance deficiencies. There is minimal or limited evidence that the sponsor intervenes with problems related to compliance which are identified during its own oversight or when identified by an external agency, such as ODE or AOS. When intervention occurs, it is usually very prescriptive in nature and/or the sponsor defaults to another entity, such as ODE or AOS, for intervention guidance. 	<p>ensue.</p> <ul style="list-style-type: none"> The sponsor provides timely notice of contract violations and performance deficiencies. There is evidence that the sponsor almost always intervenes in the community school's operations to correct compliance issues or problems in the school's overall performance, based upon the sponsor's oversight, or evidence from ODE and/or AOS. 	<p>actions and consequences that may ensue.</p> <ul style="list-style-type: none"> The sponsor gives schools clear, adequate, evidence-based, and timely notice of contract violations and performance deficiencies. The sponsor initiates intervention in the community school's operations in a timely manner and clearly linked to correcting specific deficits in the school's overall performance. The sponsor allows school reasonable time and opportunity for remediation in non-emergency situations. Intervention strategies clearly preserve school autonomy and responsibility (e.g., identifying what the school must remedy without prescribing solutions; and understanding that the school may choose a different path).

Score: 1

Comments: The Tri-County ESC's community school contracts state conditions that may trigger intervention according to the contract template. In its response to this question, TCESC lists some of the conditions in which it would intervene, but this list is incomplete when compared to its obligations for fiscal, academic, organizational, and legal oversight. The situation with The Next Frontier Academy also serves as evidence that the sponsor does not intervene in a timely manner (i.e., CTE funding for nearly one year yet no students were enrolled in CTE courses).

26. Describe how your organization ensures the autonomy of its schools while providing appropriate levels of oversight. Please provide, if available, any communications or written documents that may expand upon roles and responsibilities, apart from required contract language.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> The sponsor is inappropriately overly involved in the day-to-day operational decisions of the schools it sponsors and/or operates more as a “program” of the sponsor. Regardless of demonstrated success, all schools have limited or no autonomy over decision-making. The sponsor collects data in a manner that is burdensome to the school, without thought to protect students and public interests. The sponsor never examines its own compliance requirements to possibly minimize burden and increase the autonomy of its schools. 	<ul style="list-style-type: none"> The sponsor is inappropriately slightly involved in the day-to-day operational decisions of the schools it sponsors. The sponsor collects data in a manner that is burdensome to the school, without thought to protect students and public interests. Sponsor may or rarely (no more than once every two years) examines its own compliance requirements to possibly minimize burden and increase the autonomy of its schools. 	<ul style="list-style-type: none"> The sponsor has limited involvement in the day-to-day operations of the schools it sponsors, targeting those that have demonstrated poor performance or non-compliance. The sponsor collects data in a manner that minimizes administrative burden on the school, and protects student and public interests. Sponsor occasionally (once or twice every two years) examines its own compliance requirements to possibly minimize burden and increase the autonomy of its schools. 	<ul style="list-style-type: none"> The sponsor has no involvement in any school’s authority over its day-to-day operations, unless required to as part of its contractual obligations pertaining to intervention. The sponsor collects data in a manner that minimizes administrative burden on the school, and protects student and public interests. The sponsor annually reviews its own compliance requirements and evaluates the potential to increase school autonomy based on flexibility in the law, streamlining requirements or other considerations.

Score: 1

Comments: Although the ESC states that it ensures that its operations are separate from its schools’ operations, school-level autonomy is comprised by contracting its personnel hiring through the ESC. The sponsor appears to collect data from its schools proactively and according to an established procedure. There is no acknowledgement of the compliance monitoring breach with The Next Frontier Academy, which appears to indicate that the sponsor does not examine its compliance requirements.

Follow-up: Please provide more information about the contracts you have with your sponsored schools.

Section VI: Sponsor Termination & Renewal Decision-Making

27. Describe the process used for renewing a school's contract. Is a written application required? If so, please provide a sample of the application and rubric.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> The sponsor does not have an application process for contract renewal. 	<ul style="list-style-type: none"> The sponsor may have an application renewal process, but does not consistently require schools to follow the process, nor does it specify criteria for renewal. 	<ul style="list-style-type: none"> The sponsor has an application process and requires all schools seeking renewal to apply through a renewal application. The guidance regarding the renewal process is non-specific as to criteria, content and/or format; The process may allow a school to present additional evidence regarding its performance. 	<ul style="list-style-type: none"> The sponsor has an application process and requires all schools seeking renewal to apply through a renewal application. The requirements for renewal are publicly available and include written guidance regarding the process, content and format for renewal applications, as well as criteria/standards used to evaluate the applicant and a timeline. The application provides the school an opportunity and reasonable time to respond to the cumulative report; correct the record, if needed; and present additional evidence regarding its performance.

Score: 1

Comments: The sponsor does not have a written application as part of its renewal process. Renewal appears to be primarily a board resolution, with minimal data review done prior to that. It is not clear if there are any specific criteria that guide this decision.

28. What evidence does your organization consider before deciding to renew or non-renew a school's contract? Does your organization provide a report to its schools prior to contract renewal? If so, describe how that report is structured and what is included in it.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> • Contract renewal is almost always assumed or made based upon factors other than school performance. • Does not provide the community school a report on its cumulative performance, other than the Sponsor's Compliance Review report submitted annually to the department. 	<ul style="list-style-type: none"> • The contract renewal decision is based upon a limited body of academic and operational evidence (e.g., recent financial audits, recent compliance monitoring reports, or the school's most recent state accountability report card). • May annually provide the community school with a report, but it does not relate to the school's performance against its contract; and/or • When a report is given, it does not include multiple years of performance data against its contract term. 	<ul style="list-style-type: none"> • The contract renewal decision is based upon a substantial body of evidence of legal compliance and performance. These data inform renewal decisions. • Evidence may include at least two of the following: <ul style="list-style-type: none"> ○ Multiple years of student achievement; ○ Multiple measures of student achievement, including statewide assessments and measures; ○ Financial audits; or ○ Site visit reports and/or other compliance reports. • Annually provides each community school with a report of its performance; • The report includes multiple years but may not include the school's entire charter term. 	<ul style="list-style-type: none"> • The sponsor bases the renewal process and renewal decisions on thorough analysis of a comprehensive body of objective evidence defined by the performance framework in the charter contract. • Evidence includes at least all of the following: <ul style="list-style-type: none"> ○ Multiple years of student achievement; multiple measures of student achievement; ○ Financial audits; ○ Site visit reports and/or other compliance reports; and, ○ Status reports on corrective action plans or other required interventions, if necessary. • As referenced in the school's contract, provides each community school, in advance of the renewal decision, a cumulative performance report that summarizes the school's performance record over the charter term and states the sponsor's summative findings concerning the school's performance and its prospects for renewal.

Score: 2

Comments: The sponsor relies on the school's annual report as the primary basis for contract renewal. However, whether or not the report that precedes the end of the contract term is cumulative is not clear. The sponsor's annual reports for its schools contain some but not all of the student performance indicators listed in the contract. For example, in the 2012-13, the Ashland County Community Academy report included diagnostic data about OGT performance but did not include the final passage rate. Attendance data and student grade level passage rates were also not provided. The school earned a "D" on performance index according to the Local Report Card, and heretofore by the contract terms, the sponsor should have examined Annual Yearly Progress. This data is also missing from the report.

29. What is the role of your organization’s board in deciding to renew or non-renew a school’s contract? Please provide examples of board structure, involvement/actions pertaining to such decisions.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> The sponsor’s governing board designates all school renewal or non-renewal decisions to staff and/or accepts contract decision-making recommendations with only a cursory review, taking action perfunctorily as part of routine business. 	<ul style="list-style-type: none"> The sponsor’s governing board typically designates school renewal or non-renewal decisions to staff, which provides the board with general recommendations for which contracts to approve. Decisions are typically made with limited information provided by the staff and without consideration of the sponsor’s broad vision. 	<ul style="list-style-type: none"> The sponsor’s governing board, while formally making all school renewal and non-renewal decisions, relies upon their staff to carefully review and recommend contract decisions aligned with their sponsoring vision and plan. 	<ul style="list-style-type: none"> The sponsor’s governing board actively participates in all school renewal and non-renewal decisions to ensure that all such actions are consistent with the sponsor’s strategic vision and plan for quality sponsoring.

Score: 2

Comments: The Tri-County ESC board members seem to make decisions based solely on the recommendation of the sponsor representative.

30. Has your organization ever renewed a contract with a school that did not meet all of the performance standards specified in its contract? Please explain the rationale, and in the case of a renewal of a school that failed to meet performance standards, were additional requirements placed upon the school?

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> The sponsor grants renewal to all schools regardless of failure to meet the terms and academic achievement targets in their contract, fiscal or organizational problems, or compliance with the law. 	<ul style="list-style-type: none"> The sponsor inconsistently grants renewal to schools, even those that have failed to meet the terms and academic achievement targets in their contract; have fiscal or organizational problems; or have been out of compliance with the law. <p><i>Note: This approach to renewal decisions is evident regardless of the strength of the performance framework.</i></p>	<ul style="list-style-type: none"> The sponsor grants renewal to schools that are fiscally and organizationally viable and that meet most of the following criteria: <ul style="list-style-type: none"> ○ Achieve their contractual academic standards and targets; or ○ Faithful to the terms of their contract. <p><i>Note: Even in the absence of a strong performance framework, the sponsor consistently applies performance-based criteria in making renewal decisions.</i></p>	<ul style="list-style-type: none"> The sponsor only grants renewal to schools that are fiscally and organizationally viable based on criteria in the school’s performance framework with rigorous, specifically goals and targets: <ul style="list-style-type: none"> ○ Achieve their contractual academic standards and targets; and ○ Faithful to the terms of their contract. <p><i>Note: it is assumed that an exemplary sponsor uses a performance framework with rigorous, specific goals and targets.</i></p>

Score: 2

Comments: The sponsor renewed the contract of Ashland County Community Academy even though the school failed to meet its student performance indicators. The sponsor felt that because it was a dropout recovery and prevention school, the performance results did not accurately reflect the actual performance of the student population.

Follow-up: Please provide information on how the determination was made that the performance results did not accurately reflect student performance.

31. Describe your process, including staff and allocation of resources, in completing the closure of a school.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> • The sponsor is unaware of its obligation to oversee school closure. • In the event of a school closure, the sponsor has no formal policy or procedure for school's to follow. The closing school might default to the ODE guidance. • The sponsor does not oversee the closure process. 	<ul style="list-style-type: none"> • The sponsor is aware of its obligation to oversee school closure; however, it lacks the capacity to oversee; when a school has closed, the sponsor may or may not have submitted the Closing Assurances to ODE. • In the event of a school closure, the sponsor has no formal policy or procedure for school's to follow. The closing school might default to the ODE guidance. • The sponsor does ensure that student records are returned to the home school district. 	<ul style="list-style-type: none"> • The sponsor is aware of its obligation to oversee school closure. • The sponsor may have a formal policy, but at a minimum follows ODE's guidance. • In the event of a school closure, the sponsor oversees the school's governing board and leadership in carrying out a closure process that: <ul style="list-style-type: none"> ○ Informs parents, ○ Transitions student records to the home school district, ○ Disposes of school funds, property, and assets in accordance with law; and ○ Submits Closing Assurances to ODE 	<ul style="list-style-type: none"> • The sponsor is aware of its obligation to oversee school closure. • The sponsor has a formal policy for overseeing school closure. • In the event of a school closure, the sponsor oversees and works with the school's governing board and leadership in carrying out a detailed closure protocol that ensures: <ul style="list-style-type: none"> ○ Timely notification to parents including assistance in finding new placements ○ Orderly transition of students records to home school district, ○ Disposition of school funds, property, and assets in accordance with law; and ○ Submits Closing Assurances to ODE • The sponsor carries out or has the capacity and commitment to carry out the closure to the extent possible if school's governing authority fails to carry out the protocols.

Score: 3

Comments: The sponsor has not developed an independent or systematic procedure for school closure, but it appears to be aware of its obligation to oversee closure and of the general procedures required by this process. The sponsor went through school closure with The Next Frontier Academy, which closed in June 2015.

Section VII: Technical Assistance and Sponsor Requirements in Rule & Law

32. Describe how your organization provides technical assistance to its schools.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> • Technical assistance, if provided to schools, is reactive to problems that arise. • The sponsor does not assess the technical assistance needs of the schools it sponsors. 	<ul style="list-style-type: none"> • Most technical assistance provided by the sponsor is reactive to problems. • The sponsor occasionally solicits information about the technical assistance needs of the schools it sponsors. • The sponsor sporadically provides the technical assistance identified as needed by the schools. 	<ul style="list-style-type: none"> • The sponsor routinely provides timely comprehensive technical assistance in response to issues, problems and concerns identified by either the sponsor or the school. • The sponsor regularly assesses or solicits information about the technical assistance needs of the schools it sponsors. • The sponsor routinely provides the technical assistance identified as needed by the schools. • The sponsor regularly solicits feedback on the quality and impact of the technical assistance that it provides to the schools. 	<ul style="list-style-type: none"> • The sponsor always provides timely comprehensive technical assistance in response to issues, problems and concerns identified by either the sponsor or the school. • Almost all technical assistance is proactive, intended to prevent problems from arising in the schools it sponsors. • The sponsor regularly assesses or solicits information about the technical assistance needs of the schools it sponsors. • The sponsor always provides the technical assistance identified as needed by the schools. • The sponsor continuously solicits feedback on the quality and impact of the technical assistance that it provides to the schools it sponsors.

Score: 1

Comments: Based upon the limited response provided, which lacked information on what types of technical assistance it provides to its schools, describing only the communication means used to inform them, (personal interaction and email), the rating is a one. The sponsor’s response to this question does not contain enough detail for fuller assessment to be made.

Follow-up: Please explain in more depth how you provide technical assistance to your schools.

33. Describe the roles, responsibilities and levels of experience of the staff members who provide technical assistance to community schools sponsored by your organization.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> • Beyond what is stated in the contract, the sponsor cannot explain the distinction in roles and responsibilities between the sponsor staff and the community schools it sponsors. 	<ul style="list-style-type: none"> • While not documented beyond what is in the contract, the sponsor is able to explain in general terms how the roles and responsibilities differ between its staff and the community schools it sponsors. • The community schools it sponsors do not understand the responsibilities of the sponsor. 	<ul style="list-style-type: none"> • While not documented beyond what is in the contract, the sponsor has and is able to clearly explain the roles and responsibilities of its staff relative to those of the community schools it sponsors. • The community schools it sponsors generally understand the responsibilities of the sponsor. 	<ul style="list-style-type: none"> • Roles and responsibilities of the sponsoring staff are clearly separated, documented and delineated from the community schools it sponsors. • The community schools it sponsors clearly understand the responsibilities of the sponsor.

Score: Not Scored

Comments: Due to incongruity between question 33 and the corresponding rubric, this question has been omitted for all ESC sponsor applicants.

34. How do you provide legal updates to your sponsored schools? Please provide any sample communications, or other means of disseminating legal updates.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> • The sponsor never or rarely updates schools on changes to rule and law that impact the schools' operations. 	<ul style="list-style-type: none"> • The sponsor sporadically updates schools on changes to rule and law that impact the schools' operations, but has no process for doing so. • The sponsor's updates may include directing schools to another credible source for this information (e.g., OAPCS). 	<ul style="list-style-type: none"> • The sponsor has a process that it uses to at least annually, informs schools on changes to rule and law that impact the schools' operations. • The sponsor's updates may include directing schools to another credible source for this information (e.g., OAPCS, OCQE). 	<ul style="list-style-type: none"> • The sponsor continually ensures that schools are informed in a timely manner of changes to rule and law that impact the schools' operations, ensuring that schools are in compliance as quickly as needed. • The sponsor's updates may include directing schools to another credible source for this information (e.g., OAPCS, OCQE).

Score: 3

Comments: The Tri-County ESC appears to have a process for the regular dissemination of legal updates, which is done both during monthly board meetings as well as via email. However, the sponsor's response does not indicate how it learns of legal changes or how it proactively ensures it stays informed.

Follow-up: Please provide examples of board minutes and emails that evidence the sponsor's legal updates.

35. How do you make your sponsored schools aware of professional development opportunities?

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> The sponsor never provides information about PD opportunities for its schools. 	<ul style="list-style-type: none"> The sponsor sporadically provides information about PD opportunities for its schools. <p><i>Or</i></p> <ul style="list-style-type: none"> Is prescriptive or mandating that its schools participate in certain PD, excepting a topic-specific training that is a requirement of the contract. 	<ul style="list-style-type: none"> The sponsor shares information about PD opportunities for its schools, which may or may not be community school specific. The sponsor may provide PD directly on certain topics (e.g., annual meeting for updates) While the sponsor shares information about PD opportunities, it is the school's independent decision as to whether or not it participates, excepting a topic specific training that is a requirement of the contract. 	<ul style="list-style-type: none"> The sponsor provides its schools with multiple sources of information about PD opportunities for its schools. <p><i>Or</i></p> <ul style="list-style-type: none"> The sponsor provides at least some of the PD directly to its schools, based upon school need. While the sponsor encourages and promotes high quality PD, it is the school's independent decision as to whether or not it participates, excepting a topic specific training that is a requirement of the contract.

Score: 4

Comments: The sponsor shares professional development opportunities with its schools primarily through email notifications. There is also information available on the sponsor's website.

36. Identify those within your organization who serve as the liaisons to the governing authority. Describe how your organization ensures that the roles and responsibilities of the liaisons and governing authority remain separate.

Poor	Limited	Average	Strong
<ul style="list-style-type: none"> • Beyond what is stated in the community school contract, the sponsor has no written policy and no explanation that differentiates its roles and responsibilities from those of the community school’s governing authority. In the absence of clarity, both parties frequently have misunderstandings and their mutual respect is low. • The sponsor rarely works to maintain a solid relationship with their assigned schools’ governing authority members (e.g., rare communication; no attendance at board meetings). • The sponsor provides little guidance to its governing authorities. 	<ul style="list-style-type: none"> • While not documented beyond what is stated in the community school contract, the sponsor is able to explain in general terms how its roles and responsibilities differ from the school’s governing authority. However, both parties may view the roles and responsibilities differently. • While the sponsor tries to maintain a solid relationship with their assigned schools’ governing authority members, differing opinions and misunderstandings between the sponsor and governing authorities occasionally leads to a lack of respect between both parties (e.g., limited communication, sporadically or not attending board meetings). 	<ul style="list-style-type: none"> • While not documented beyond what is stated in the community school contract, the sponsor and the school’s governing authority describe roles and responsibilities that are understood and respected by both parties. • The sponsor regularly works to maintain a solid relationship with their assigned schools’ governing authority members (e.g., regular communication, attending at least two board meetings annually for each school). 	<ul style="list-style-type: none"> • Beyond what is stated in the community school contract, roles and responsibilities of the sponsoring staff are clearly separated, documented and delineated from the governing authorities of the community schools it sponsors. This clear delineation is understood and respected by both parties. • The sponsor continuously works to maintain a solid relationship with their assigned schools’ governing authority members [e.g., frequent communication (newsletters, for example), attending as many board meetings as possible; directly informing board members about compliance concerns, high stakes reviews, and so on].

Score: 3

Comments: There are two staff members of the TCESC who work most directly with the community schools. Both the sponsor and the school appear to be aware of the delineation of duties between the sponsor liaisons and the schools’ governing authorities.

Name of Organization: Tri-County ESC

Reviewed by: S. Cherry, K. King, and J. Hoffman

Date: November 24, 2015

REVIEWER SUMMARY:

Section	Points Awarded	Maximum Possible Points
I: Sponsor Commitment & Capacity	5	16
II: Sponsor Application Process & Decision-Making	NA	NA
III: Sponsor Performance Contracting	9	16
IV: School History & Performance	NA	NA
V: Sponsor Oversight & Evaluation	13	20
VI: Sponsor Termination & Renewal Decision-Making	10	20
VII: Technical Assistance and Sponsor Requirements in Rule & Law	11	16
TOTAL POINTS	48	88
SCORE PERCENTAGE	54.6%	

APPLICATION SCORING:

Score Percentage	Standard	Minimum Points Needed (of 88)
90% or Higher	Highly Recommended for an interview: Is clearly aligned with NACSA principles for quality sponsoring. Move forward to an interview.	79.2
75% - 89.9%	Recommended for an interview: Meets standards and is aligned with NACSA principles for quality sponsoring. Move forward to an interview.	66
60% - 74.9%	Not Recommended for an interview without additional information: Partially meets or fails to meet standards and is either slightly aligned or not aligned with NACSA principles for quality sponsoring. Refer for submission of additional information.	52.8
59.9% or Less	Fails to meet standards and is not aligned with NACSA principles for quality sponsoring. Refer for development activities.	<52.8

Sent via e-mail

January 20, 2016

James J. Ritchie, Superintendent
Tri-County ESC
741 Winkler Dr.
Wooster, OH 44691-1652

Dear Mr. Ritchie:

As you know, House Bill 64 required Educational Service Centers (ESCs) that sponsor conversion community schools to enter into a sponsor agreement with the Ohio Department of Education (ODE) to continue sponsoring community schools (Ohio Revised Code Division [3314.02\(B\)\(2\)](#)). To that end, Tri-County ESC submitted a sponsorship application in late October.

In early November, House Bill 2 was signed into law; it becomes effective on February 1, 2016. House Bill 2 amended the provision specifying that ESCs must have a sponsor agreement with ODE by adding an effective date of July 1, 2017. In light of this new deadline, ODE is offering the ESC an opportunity to either accept the initial application score or to withdraw and reapply at a later date.

ODE has reviewed your application; your application scoring rubric is enclosed. Tri-County ESC received 48 of a possible 88 points, for a score of 54.6%. A minimum score of 75% is needed to proceed to an interview, which is a prerequisite for approval of a sponsorship agreement. The ESC scored below that threshold and therefore cannot be approved for a sponsorship agreement at this time. The ESC has the following options: continue with the application process; withdraw and reapply later this year; or choose not to continue as a sponsor after June 30, 2017.

As a current sponsor of conversion community schools, if you choose to continue with the application process, the next step is to partner with us in developing a plan toward improvement in your sponsorship practices. Successful completion of the milestones required in the development plan is likely to lead to a sponsor agreement with ODE.

If you decide to withdraw and reapply later this year, the application scoring rubric is an excellent guide for improving practices, which may help you with the upcoming sponsor evaluation. Keep in mind that all sponsors will be evaluated on the three components (academic, compliance and quality practices) and have ratings issued in October 2016. For operating sponsors, portions of the sponsor application may be skipped if the sponsor has a rating of effective or higher on the component itself, or on an area of the component. In any event, all ESCs must have an approved sponsor agreement with ODE in effect by July 1, 2017 to continue as sponsors.

Please email us with your decision by February 1, 2016. If you have any questions, contact Stacy Cherry (stacy.cherry@education.ohio.gov or 614-995-1956) of the Office of Quality School Choice at ODE.

Thank you for your patience and cooperation.

Respectfully,

A handwritten signature in cursive script that reads "Joni Hoffman".

Joni Hoffman
Director, Sponsor Evaluation
Office of Quality School Choice

Attachment

cc: Steven Gratz, Senior Executive Director, Center for Student Support and Education Options
Frank Stoy, Director, Sponsor Development, Office of Quality School Choice
Kaela King, Evaluator, Office of Quality School Choice
Deneice Cooper, Lead Consultant, Office of Quality School Choice

Application Status: Pending

Application Rationale: Application is currently in-process with the Ohio Department of Education.