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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

IN THE MATTER OF THE APPLICATION)	
OF THE CLEVELAND BOARD OF)	
EDUCATION FOR THE CLEVELAND)	
MUNICIPAL SCHOOL DISTRICT TO	)	CASE NO. 08-1238-EL-AEC
ESTABLISH A REASONABLE)	
ARRANGEMENT WITH THE)	
CLEVELAND ELECTRIC ILLUMINATING)	
COMPANY FOR ELECTRICAL SERVICE)	
)	

DIRECT TESTIMONY OF
NICHOLAS P. JACKSON

ON BEHALF OF
THE CLEVELAND MUNICIPAL SCHOOL DISTRICT

April 30, 2009

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1 DIRECT TESTIMONY OF NICHOLAS P. JACKSON

2
3 I INTRODUCTION AND QUALIFICATIONS

4 Q. Please state your name and business address.

5 A. My name is Nicholas P. Jackson. My business address is Cleveland Municipal
6 School District, 1380 East Sixth Street, Room 532, Cleveland, Ohio 44114.

7 Q. By whom are you employed and in what capacity?

8 A. I am employed the Cleveland Municipal School District ("CMSD") as Deputy
9 Chief of Business Operations.

10 Q. Please describe your professional experience and educational background.

11 A. I have been employed by CMSD since December 2001. As Deputy Chief of
12 Business Operations I am responsible for overseeing various aspects of the daily
13 business operations of CMSD. My duties include procuring utility services
14 required by CMSD, including the procurement of electric service for all school
15 and administrative buildings operated by CMSD. During the 1985-2001 period, I
16 held various positions with the City of Cleveland, including Project Director in
17 connection with a \$100 million capital project, Assistant Director of Public
18 Utilities, Director of Parks, Recreation and Properties, and culminating, in 2001,
19 with my appointment as Executive Assistant to then-Mayor Michael White. In
20 that capacity, I was responsible for several departments totaling over 4,000
21 employees and an annual operating and capital budget of \$500 million dollars.
22 I have associate degrees in Industrial Engineering, Industrial Management, and
23 Quality Assurance from the Applied Technology Institute.

1 **Q. How did CMSD come under the statutory definition?**

2 **A. When Substitute House Bill was enacted into law in 1997, the Cleveland City**
3 **School District ("CSSD") was under state control pursuant to the March 3, 1995**
4 **order of the United States District Court for the Northern District of Ohio issued**
5 **by Judge Robert B. Krupansky. Thus, when the CSSD was released from state**
6 **control by Federal District Judge George W. White's order of March 27, 1998, it**
7 **came under the requirements of Sections 3311.71 through 3311.77, Revised Code.**
8 **In accordance with the statutory scheme, management and control of the district**
9 **was immediately assumed by a nine-member board of education selected by the**
10 **former Cleveland Mayor Michael R. White from a slate prepared by a nominating**
11 **panel. Cleveland voters subsequently approved the continuation of the appointed**
12 **board of education at a referendum election mandated by Section 3311.73,**
13 **Revised Code. The rights, duties, and authority of the board and officers of**
14 **municipal school district are spelled out by statute.**

15 **Q. Does Substitute House Bill 296 establish prerequisites for municipal school**
16 **district board members?**

17 **A. Yes. In addition to being nominated by the nominating panel, board members**
18 **must be a resident of the school district, cannot hold another public office, and**
19 **must file a disclosure statement with the Ohio Ethics Commission. In addition,**
20 **the legislation mandates that the board be composed in specific way. Four of the**
21 **nine appointed board members must have significant expertise in education,**
22 **finance, or business management, and one must be a resident of the CMSD**
23 **territory, but not a resident of the City of Cleveland. Board members serve four-**
24 **year terms.**

1 **Q. What is the role of the Mayor of the City of Cleveland with respect to**
2 **CMSD?**

3 **A. In addition to selecting the board members from the slate recommended by the**
4 **nominating panel, the Mayor has authority to remove board members for cause,**
5 **and has what is, in effect, a veto power over the board's the selection of the Chief**
6 **Executive Officer and a board decision to remove on the Chief Executive Officer.**

7 **Q. Other than the role played by the Mayor, is there any other structural**
8 **connection between the City of Cleveland and the CMSD?**

9 **A. No. It is important to understand that CMSD has no rights, title, or interest in the**
10 **funds or property of the City of Cleveland, and, likewise, the City of Cleveland**
11 **has no rights, title, or interest in the funds of CMSD. Additionally, the funds of**
12 **CMSD and the City of Cleveland cannot be commingled, and all funds of CMSD**
13 **and the City of Cleveland must be maintained and accounted for totally**
14 **independent of any funds of the other.**

15 **Q. Please describe CMSD?**

16 **A. As I previously indicated, CMSD is the only "municipal school district" in Ohio.**
17 **CMSD is the largest school district in the service territories of the FirstEnergy**
18 **operating companies. It serves approximately 50,000 students, 85% of whom are**
19 **classified as racial and ethnic minorities. CMSD students come from**
20 **approximately seventy different countries. CMSD operates approximately 120**
21 **separate administrative and school buildings, which are the most buildings of any**
22 **school district in CEI's service area. It is my understanding that the CMSD also**
23 **has the most meters of any school district in the CEI service area, as well as the**
24 **highest demand and consumption of any school district in the CEI service area.**

1 **IV. HISTORY OF THE CMSD-CEI RELATIONSHIP**

2 **Q. Historically, has CMSD been a tariff customer of CEI?**

3 **A. No. In 2002, CMSD and CEI entered into an Electric Service Agreement (“2002**
4 **ESA”) which provided CMSD with a reduction from the electric rates contained**
5 **in the CEI rate schedules that would have otherwise applied. (A copy of the 2002**
6 **ESA was filed under seal on November 19, 2008 in connection with the original**
7 **application in this case.) The 2002 ESA had a three-year term. In 2005, the**
8 **CMSD sought and obtained an extension of the 2002 ESA through December 31,**
9 **2008.**

10 **Q. Was the 2002 ESA or the 2005 extension filed with and approved by this**
11 **Commission as a special contract?**

12 **A. No. CEI determined that no such approval was required.**

13 **Q. Did CMSD attempt to extend the 2002 ESA beyond December 31, 2008?**

14 **A. Yes. Because of the certain and substantial negative impact on the educational**
15 **opportunities provided to CMSD students that would result if CMSD were to**
16 **become subject to CEI’s tariffed rates, CMSD initiated efforts in the fall of 2007**
17 **to secure another extension of the 2002 ESA. However, CMSD’s discussions**
18 **with CEI were hampered by the uncertainties associated with anticipated**
19 **legislation that would significantly alter the way Ohio electric utilities priced their**
20 **service. After this legislation (Senate Bill 221) was enacted in 2008, the**
21 **FirstEnergy companies filed MRO and ESP applications under its provisions, and**
22 **CEI declined to discuss a further extension of the 2002 ESA or a new agreement**
23 **that would provide some measure of relief to CMSD from the rates that might**
24 **ultimately result from these cases. Based on information developed by its**

1 consultant, CMSD believed that, if the 2002 ESA were not extended, it was
2 looking at an increase in its electric costs in the range of \$2.8 million per year.

3 **Q. What would be the impact on CMSD of an increase in electric costs of this**
4 **magnitude?**

5 **A. An increase of this magnitude would have a substantial negative impact on**
6 **CMSD's ability to provide quality educational opportunities to the children of**
7 **Cleveland.**

8 **Q. Please explain.**

9 **A. The only funding sources available to CMSD are tax levies and state grants. In**
10 **view of well-documented current economic climate in Cleveland and CMSD's**
11 **poor history of passing tax levies, there was no prospect that CMSD could obtain**
12 **the additional funds necessary to pay these higher electric costs in the near term**
13 **after the 2002 ESA expired. Thus, notwithstanding that CMSD already faces a**
14 **significant budget deficit for the next school year that will require drastic cuts in**
15 **expenditures, the only way CMSD can address this additional \$2 million burden**
16 **is to make further cuts, all of which will negatively impact the quality of the**
17 **educational experience CMSD provides to its students.**

18 **Q. Did CMSD consider a specific strategy for addressing this potential annual**
19 **\$2.8 million increase in electric costs?**

20 **A. CMSD believed that the only way it could "keep the lights on" in the face of an**
21 **immediate \$2.8 million increase in the cost of electrical service would be to**
22 **implement a hiring freeze, reduce consultant costs by 25%, and close**
23 **approximately 53 buildings two hours early on a daily basis. Although closing**
24 **buildings early would reduce custodial and security costs, such a measure would**

1 **Q. Did CMSD take any other actions in attempt to protect students from the**
2 **negative impact of the expiration of the 2002 ESA and the anticipated**
3 **increase under FirstEnergy's Senate Bill 221 applications?**

4 **A. Yes. On December 29, 2008, CMSD sought a temporary restraining order in the**
5 **Cuyahoga County Court of Common Pleas to extend the 2002 ESA until the**
6 **Commission ruled on one or more of CMSD's filings. Judge Shirley Strickland**
7 **Saffold considered CMSD's motion and advised the parties to negotiate a**
8 **settlement of the dispute.**

9 **Q. Did CMSD and CEI subsequently enter into an agreement intended to assist**
10 **CMSD in addressing the looming funding shortfall?**

11 **A. Yes. CMSD and CEI negotiated and executed a bilateral agreement that, among**
12 **other things, provided for stepped increases in the base rates CMSD would pay**
13 **for distribution, transmission, and generation service. On January 27, 2009,**
14 **CMSD filed an Amended Application to Establish a Reasonable Arrangement in**
15 **this docket seeking approval of this electric service arrangement.**

16 **Q. Did CMSD and CEI representatives subsequently meet with Commission**
17 **Staff to discuss the amended application?**

18 **A. Yes. CMSD counsel and I, along with CEI representatives, met with key**
19 **Commission Staff members on February 3, 2009 to explain the proposed**
20 **arrangement.**

21 **Q. What occurred at that meeting?**

22 **A. After we explained the proposed arrangement, Staff posed a number of questions,**
23 **all of which were thoroughly addressed. Staff pointed out that the Commission's**
24 **order in FirstEnergy's recent distribution case had approved a discount for school**

1 districts and questioned why a discount applicable to other school districts would
2 not be sufficient for CMSD. After I explained the unique financial circumstances
3 confronting CMSD, the Staff member that posed the question indicated that he
4 was satisfied with my answer. Because the arrangement was contingent on CEI
5 receiving full recovery of the associated delta revenue, Staff strongly urged that
6 CMSD consult with the Office of the Ohio Consumers' Counsel ("OCC") to
7 determine what OCC's position would be with respect to this feature of the
8 arrangement. However, Staff did not request any additional information, nor did
9 Staff indicate that it saw any impediments to the Commission approving the
10 application.

11 **Q. Did CMSD representatives subsequently meet with OCC as Staff had**
12 **suggested?**

13 **A. Yes.**

14 **Q. When did that meeting occur?**

15 **A. On February 10, 2009, CMSD counsel, CMSD's consultant, and I met with OCC**
16 **representatives in Columbus. At that meeting, the CMSD and OCC discussed a**
17 **number of topics, including the impact the above-noted 49% increase in electric**
18 **costs would have on the CMSD, why the reasonable arrangement was necessary**
19 **to enable the CMSD to provide students with quality educational opportunities,**
20 **the benefits that the reasonable arrangement provided to the state, and whether the**
21 **arrangement was fair and reasonable. OCC requested additional information from**
22 **the CMSD detailing its "uniqueness," including demographic information**
23 **regarding the make up of its students, its history of passing school levies, as well**
24 **as any anticipated budgetary shortfalls. CMSD promptly provided that**

1 information to the OCC, a copy of which is attached to my testimony as Exhibit
2 NPJ-1.

3 **Q. Did anything else happen on February 10, 2009?**

4 A. On that date, the attorney examiner assigned to the case issued an order directing
5 that "any interested party wishing to intervene in this matter shall file a motion to
6 intervene and set forth any comments and objections to the amended application
7 by March 2, 2009."

8 **Q. Did any party file a motion to intervene or any comments or objections to the
9 amended application on or before March 2, 2009?**

10 A. No. CEI had previously moved to intervene, but no additional motions to
11 intervene were filed, nor did any party file objections or comments. However,
12 very late in the day on March 2, 2009, the Commission Staff filed a brief set of
13 comments in the docket. The Staff comments included the statement that "in all
14 likelihood CMSD is not in a unique situation," and opined that there are
15 alternative mechanisms available to provide funding to school districts and that
16 "FirstEnergy ratepayers should not be asked again to dig deeper into their
17 pockets."

18 **Q. What was your reaction to Staff comments?**

19 A. I was astounded by the Staff comments for several reasons. First, as I previously
20 indicated, Staff had specifically advised us at our February 3, 2009 meeting that,
21 based on the information we presented, it was satisfied that CMSD's situation was
22 unique. Second, as CMSD's Deputy Chief of Business Operations, I know full
23 well that there are no alternative funding mechanisms are available. Finally, in
24 recognition of the fact that the arrangement was contingent upon CEI fully

1 recovering the associated delta revenue, we had done exactly what Staff told us to
2 do by making our case to OCC, the statutory representative of FirstEnergy's
3 residential ratepayers.

4 **Q. Did the CMSD respond to the Staff's comments?**

5 **A. Yes. On March 5, 2009, CMSD filed reply comments, again explaining why**
6 **CMSD is unique and that alternate funding sources are not immediately available**
7 **to meet the huge increase in electric costs CMSD was facing.**

8 **Q. On April 29, 2009, CMSD filed a Second Amended Application to Establish a**
9 **Reasonable Arrangement in this docket. Why was it necessary to again**
10 **amend the application?**

11 **A. On March 25, 2009, the Commission issued a second opinion and order in the**
12 **FirstEnergy ESP case approving a stipulation that provided for a different CEI**
13 **pricing structure than that contemplated at the time the arrangement that was the**
14 **subject of the amended application was executed. In order to preserve an**
15 **economic benefit to CMSD similar to that embodied in the earlier arrangement,**
16 **CMSD and CEI engaged in discussions that ultimately resulted in the**
17 **arrangement proposed in the second amended application.**

18 **Q. Does the fact that the arrangement has changed have any effect on the**
19 **relevance of the information CMSD previously provided to Commission Staff**
20 **and OCC?**

21 **A. No. In fact, the arrangement proposed in the second amended application will**
22 **create less delta revenue than the arrangement proposed in the amended**
23 **application.**

1 VI. RESPONSE TO STAFF COMMENTS

2 **Q. In its comments, Staff suggests that "R.C. 4905.31 and good regulatory policy**
3 **dictate that a reasonable arrangement implies an exchange of values" and**
4 **should include provisions that "(a) reflect cost savings to the utility [sic], (b)**
5 **gives some value to the ratepayers whom may ultimately pay for the revenue**
6 **shortfall created by the arrangement, or (c) provide economic development**
7 **benefits to the State of Ohio." Do you agree with the Staff's assertion that**
8 **arrangement fails to provide such value.**

9 **A. Absolutely not.**

10 **Q. How does the arrangement benefit CEI?**

11 **A. First, the proposed arrangement is a full requirements arrangement, which**
12 **guarantees that CEI will be the sole supplier of all electric power to CMSD**
13 **facilities during its term. This is a particularly significant benefit to CEI because**
14 **many of CMSD's buildings are located in areas that are or could be served by**
15 **Cleveland Public Power. Second, the arrangement requires that CMSD use its**
16 **best efforts to reduce its consumption of electricity during its term (including, but**
17 **not limited to the physical modifications associated with CMSD's current capital**
18 **improvement project) and sets percentage usage reduction goals for the next three**
19 **years that are identical to energy savings benchmarks to which CEI is subject**
20 **under Senate Bill 221. Further, the arrangement provides that CMSD will**
21 **cooperate fully with the Company by providing such data and other information**
22 **as CEI may require to utilize CMSD's energy savings in achieving compliance**
23 **with the statutory energy savings benchmarks.**

1 **Q. Does the arrangement benefit CEI in other ways?**

2 **A. Yes. CEI holds a significant stake in the public education system in Cleveland.**
3 **CEI's revenue base can only be enhanced by a thriving public education system**
4 **that attracts new development and, therefore, new customers to the City. Thus,**
5 **the arrangement is consistent with CEI's programs to facilitate economic**
6 **development and job retention with its territory.**

7 **Q. How does the arrangement benefit ratepayers?**

8 **A. The value to ratepayers is derived from the value to the community and state as a**
9 **whole, which I discuss later in my testimony. This is the same link that exists in**
10 **connection with many programs or arrangements that are supported through the**
11 **recovery of delta revenues. Moreover, I would note that the arrangement provides**
12 **that the delta revenues will be spread over the ratepayers of all three FirstEnergy**
13 **operating companies, which will mean that the impact on the average residential**
14 **customers bills would be almost imperceptible.**

15 **Q. Does the arrangement provide benefits to the state of Ohio and the Cleveland**
16 **area community at large?**

17 **A. Yes. Obviously, a poorly educated population does not attract the type of high**
18 **paying, skilled employment which generates taxes for the community at large. It**
19 **also causes individuals to repeat the cycle of poverty, which includes prolonged**
20 **dependence on need-based government programs, overrepresentation in the penal**
21 **system, chronic unemployment and underemployment, and a burden on the**
22 **community, the State of Ohio, and taxpayers. An April 22, 2009 a report released**
23 **by America's Promise Alliance shows that CMSD has the second lowest**
24 **graduation rate in the county; that the median income for high school dropouts is**

1 \$14,000, that the median income for high school graduates is \$24,000, that the
2 median income for college graduates is \$48,000, and that dropouts from the U.S.
3 Class of 2006-2007 will cost the U.S. more than \$329 billion in lost wages, taxes,
4 and productivity over their lifetimes. (See Exhibit NPJ-2.) Without the near-term
5 relief from electric costs that the proposed arrangement would provide, the
6 resulting budget cuts will mean that CMSD students will be less prepared
7 compete in the global economy, which is so essential for the survival of the
8 Cleveland area, as well as the state of Ohio. By reducing the impact of the
9 increase in electric costs, value will be provided to the state in the form of
10 educated students who are prepared to lead Ohio into the future.

11 **Q. Does the arrangement provide quantifiable benefits to the state of Ohio?**

12 **A. Yes. As I previously explained, the cuts that CMSD will be required to make if**
13 **the electric cost increase is not ameliorated through this arrangement will include**
14 **teaching, custodial, and security staffing cuts that will directly translate into a**
15 **reduced tax base. Although the Staff expressed concern that the arrangement will**
16 **not provide economic development benefits to the state – a proposition I disagree**
17 **with for the reasons just stated – there can be no doubt that retention of existing**
18 **jobs is an equally important objective as the creation on new jobs.**

19 **Q. Do you agree with Staff's observation that, "(i)n all likelihood CMSD is not**
20 **in a unique situation"?**

21 **A. No. As I have previously explained, CMSD is unique. It is the only "municipal**
22 **school district" in Ohio. It is the largest school district in the entire FirstEnergy**
23 **service area. It operates the most buildings of any school district in the CEI**
24 **service area. It has the most meters of any school district in CEI's service area.**

1 And, it has the highest demand and consumption of any school district in the CEI
2 service area. However, what makes CMSD's situation truly unique is that CMSD
3 was the only school district in the CEI service area which was previously
4 operating under an electric service agreement like the 2002 ESA. If CMSD is
5 subjected to the rate applicable to other school districts in the FirstEnergy service
6 territory, it will result in a \$2 million dollar annual increase in the CMSD's
7 electric costs. No other school district in the CEI service area will face a rate
8 increase of that magnitude either in terms of raw dollars or as a percentage.

9 **Q. How do you respond to Staff's concern that approving this arrangement will**
10 **open the door for numerous applications from other school districts desiring**
11 **similar arrangements?**

12 **A. I readily acknowledge that many school districts are facing financial difficulties,**
13 **but, as I just stated, no other school districts are facing an electric rate increase of**
14 **this magnitude. In addition, CMSD is currently on Academic Watch, has met**
15 **only 2 out of 30 indicators of effectiveness as measured by the Ohio Department**
16 **of Education, has failed to meet Adequate Yearly Progress as measured by the**
17 **Federal No Child Left Behind laws, and, according to data compiled by the Ohio**
18 **Department of Education, 100% of CMSD students fall within the "poverty"**
19 **definition. (See Exhibit NPJ-3.) Obviously, the Commission would have to**
20 **consider applications by other school districts on their merits, but I am confident**
21 **that no other school district can make the same case for unique circumstances that**
22 **CMSD can make.**

1 Q. Do you agree with Staff's comment that there are alternative mechanisms to
2 provide funding for schools?

3 A. Ohio public schools are funded by tax levies or state grants. For the reasons I
4 previously explained, there is no prospect that funding can be obtained from
5 either of these sources in time to meet the increase in electric costs CMSD will
6 immediately face if this arrangement is not approved. The stepped rate increases
7 provided for in the arrangement at least provide CMSD with an opportunity to
8 secure additional funding. If Staff has some alternative funding source in mind, I
9 will be more than happy to listen. However, the fact is that the only way CMSD
10 can pay these costs is to make drastic changes in the way it operates its schools,
11 which can only lead to a further diminution in the educational opportunities for its
12 students.

13 Q. Do you have any additional response to the Staff comments?

14 A. In urging the Commission to consider denying CMSD's application, Staff
15 cautions the Commission that "it is always difficult to say no to worthy causes,"
16 which suggests that CMSD is coming to the Commission as a charity case. This
17 is not so. CMSD has made the showing required by Section 4905.31, Revised
18 Code, and no party, other than Staff, has taken issue with the application. Further,
19 the arrangement being proposed by CMSD is specifically designed to recognize
20 the unique circumstance in which CMSD finds itself, and is intended to provide
21 CMSD with essential near-term relief, followed by gradual increases that will
22 move CMSD much closer to the otherwise applicable school rate by the
23 expiration of its term.

1 **Q. Does this conclude your testimony?**

2 **A. Yes. However, I reserve the right to present rebuttal testimony if Staff or any**
3 **other party presents testimony in this matter.**

CMSD EXHIBITS

- EXHIBIT NPJ-1 - Email from Adrian D. Thompson to Maureen Grady/OCC enclosing Electric Service Agreement Appendices and various documents
- EXHIBIT NPJ-2 - Article – *High School Graduation Rates Rise in Some Major U.S. Cities, But Significant Work Remains to Curb Dropout Crisis*
- EXHIBIT NPJ-3 - CMSD 2007-2008 School Year Report Card and other statistics

Taylor, Stephanie J.

From: Thompson, Adrian D.
Sent: Monday, March 23, 2009 3:55 PM
To: Taylor, Stephanie J.
Subject: FW: Electric Service Agreement Appendices
Attachments: Electric Service Agreements Appendices - CMSD_OCC 1 - 4.PDF

From: Thompson, Adrian D.
Sent: Friday, February 13, 2009 5:14 PM
To: MAUREEN GRADY
Cc: Nicholas Jackson/CMSD; Mark R. Frye
Subject: FW: Electric Service Agreement Appendices

Maureen:

Pursuant to the terms of signed Protective Agreement between the Cleveland Municipal School District and the Office of Ohio Consumers Counsel, attached please find copies of the: (1) 2002 Electric Service Agreement between the Cleveland Municipal School District and CEI (CMSD/OCC pp.1-2), and (2), Appendix 1 of the 2009 Electric Service and Reasonable Arrangement between the District and CEI (CMSD/OCC pp. 3-4). We will provide the additional information discussed at our February 10, 2009 meeting early next week.

Adrian

From: Taylor, Stephanie J.
Sent: Friday, February 13, 2009 4:56 PM
To: Thompson, Adrian D.
Subject: Electric Service Agreement Appendices

Exhibit NPJ-1
Page 1

3/23/2009

APPENDIX 1

To The Electric Service Agreement between
The Cleveland Electric Illuminating Company
and Cleveland Municipal School District
dated January 1, 2002

The Company shall supply the electricity for the schools and buildings listed in Appendix 1, and as the Customer may designate for such additional schools and buildings used in connection therewith. The following rates and charges shall apply to each monthly bill rendered herewith for service provided through the Term of this Agreement.

1. For all kWh other than qualified space conditioning and water heating energy.

	Summer	Winter
For the first 700,000 kWh Used per month per kWh	0.0015	0.0010
For the next 800,000 kWh Used per month per kWh	REDACTED	
For all excess kWh per month	0.0015	0.0010

The winter rates specified above shall be applicable during the nine month billing period beginning September and ending in May. The summer rates shall apply in the remaining three monthly billing periods.

2. For all qualified space conditioning and water heating energy, the Company's Electric Space Conditioning Schedule, including all applicable riders, thereto, of FUCO No. 13, Electric Service, shall apply in all bills to the Board of Education as that schedule and those riders may be amended, or changed, or superseded from time to time by order of the FUCO, and are in effect at the time of service provided by the Company.
3. For all electric service provided under this Agreement by the Company, the General Rules and Regulations, including Section 7 thereto, of FUCO No. 13, Electric Service, shall apply, as may be amended, changed or superseded from time to time by order of the FUCO, and are in effect at the time of service provided by the Company. This Agreement, however, controls the extent inconsistent with the General Rules and Regulations.

Exhibit NPJ-1
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CMSD/OCC 1

CONFIDENTIAL/
PROTECTED MATERIAL

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APPENDIX 2
To The Electric Service Agreement between
The Cleveland Electric Illuminating Company
And Cleveland Municipal School District
dated January 1, 2002

PARTNERSHIP BUILDING ACCOUNT

- (a) **The Account.** An Account shall be established and administered by the Company. The monies in the account shall be made available to the Customer for projects at the Facility, or at other facilities owned or operated by the Customer receiving electric service from the Company as the Company authorizes in its sole discretion, which are designed to increase energy efficiency, increase production in an energy efficient manner, increase plant efficiency or competitiveness through electric applications, or electricity consuming equipment that will help enhance the educational environment of the Cleveland Municipal School District. These projects will not include equipment such as vehicles, tow motors, office furniture or other items not relating to education or the physical structure of the Facility or other facilities. Monies may be made available from the account at any time subject to the provisions of (b) and (c) below.
- (b) **Use of Partnership Building Account.** The Company will review information on a proposed project submitted by the Customer to make a determination whether the project qualifies for funding under this Partnership Building Account. Upon approval by the Company for funding and a decision to proceed by the Customer, one-half of the allocation will be made available to the Customer upon request and the remaining will be made available upon completion of the project. Withdrawals from the account shall not exceed the amount within the account regardless of approved funding.
- (c) **Partnership Building Account Funds.** Upon the effective date of this Agreement, the unused balance of existing Partnership Building Account funds, in the amount of \$125,000, accrued solely by operation of the previous agreement between the Customer and the Company dated June 9, 1997 will be available to Customer under the Partnership Building Account under this Agreement. The Company will make no contributions to the Partnership Building Account under this Agreement.

The Partnership Building Account is a non-interest bearing account. Creation of this account is not a customer contribution, nor evidence of indebtedness to the Customer. Any monies remaining in the Partnership Building Account at the cancellation or termination of this Agreement shall remain with the Company.

GMSD/OCC 2

Exhibit NPJ-1
Page 3

CONFIDENTIAL/
PROTECTED MATERIAL

197.

APPENDIX 1

**To The Electric Service Agreement and Reasonable Arrangement between
The Cleveland Electric Illuminating Company
and Cleveland Municipal School District
dated January 26th, 2009
APPENDIX 1**

The Company shall supply the electricity for the schools and buildings listed in Appendix 2. The following rates and charges shall apply to each monthly bill rendered herewith for service provided through the Term of this Agreement:

	<u>Summer</u>	<u>Winter</u>
1. For the first 700,000 kwh Used per month per kwh		
For the first 800,000 kwh Used per month per kwh	REDACTED	
For all excess kwh per month		\$0.04506

The winter rates specified above shall be applicable during the nine month billing period beginning September and ending in May. The summer rates shall in the remaining three monthly billing periods.

- The rates set out in paragraph 1 above are applicable for the period January 1, 2009 through April 30, 2009, plus all applicable charges and riders set forth in paragraph 6 below then in effect during that four month period. An EPC charge of \$.013918 per kwh shall also be charged to customer.
- From May 1, 2009, until December 31, 2009, Customer will pay rates for electric service on a schedule that constitutes a 5.32% increase in the rates set forth in paragraph 1 above, plus all applicable charges and riders set forth in paragraph 6 below then in effect during that eight month period. An EPC charge of \$.013918 per kwh shall also be charged to customer.
- For the year 2010, Customer will pay rates for electric service on a schedule that constitutes an additional 4.01% increase in the rates for 2009 (i.e., cumulative to the increase in paragraph 3 above assuming the 5.32% increase was applied for all of 2009) plus all applicable charges and riders set forth in paragraph 6 below then in effect for the year 2010. An EPC charge of \$.013918 per kwh shall also be charged to customer.

5. For the year 2011, Customer will pay rates for electric service on a schedule that constitutes an additional 5.99% increase in the rates for 2010 (i.e., cumulative to the increases in paragraph 3 and 4 above, applied on an annual basis) plus all applicable charges and riders set forth in paragraph 6 below then in effect for the year 2011. An ERC charge of \$.013918 per kwh shall also be charged to customer.

6. The riders set forth below are applicable to this Agreement as well as any other charges or riders authorized by the PUCO during the term of this Agreement:

Fuel Rider
Fuel Cost Recovery Rider
Transmission and Ancillary Service
Rider SKT
Universal Service Rider
Rider DSM
Rider AMI
Green Resource Rider
Temporary Energy Efficiency Rider

7. The rates, terms, and conditions described above shall only be operative if the Commission has approved a device to fully recover all costs incurred in conjunction with the arrangement, including full recovery of all revenue forgone by the Company as a result of the arrangement, and regulatory approval for such recovery commences concurrently with the application of the subsidized rate for the Customer. Further, these rates shall cease to be operative if the PUCO reduces the amount of revenue recoverable by the Company such that the Company is no longer authorized to fully recover all costs incurred in conjunction with this Agreement, including all revenue forgone by the Company as a result of this Agreement.

CMSD/OCC 4

Exhibit NPJ-1
Page 5

CONFIDENTIAL/
PROTECTED MATERIAL

Taylor, Stephanie J.

From: Thompson, Adrian D.
Sent: Monday, March 23, 2009 3:57 PM
To: Taylor, Stephanie J.
Subject: FW:
Attachments: CMSD October 2008 Five Year Forecast.PDF; 8_9_05 Education Week Article - Crucial Levy Goes Down In Cleveland.PDF; 8_2_05 Special Election Official Final Report.PDF

From: Thompson, Adrian D.
Sent: Wednesday, February 18, 2009 3:03 PM
To: MAURÉEN GRADY
Cc: Nicholas Jackson/CMSD; Mark R. Frye; Valponi, Mark J.; Mayer, James J.
Subject: FW:

Maureen

Attached please find additional information regarding: (1) the District's current and projected financial condition (October 2008 Five Year Fiscal Forecast), (2) the District's inability to pass operating levies (2005 Article from Education Week as well as August 2005 District operating levy results from the Cuyahoga County Board of Elections) and, (3) a chart detailing the City of Cleveland unemployment figures from June 1999 to May 2008.

Adrian

From: Taylor, Stephanie J.
Sent: Wednesday, February 18, 2009 2:20 PM
To: Thompson, Adrian D.
Subject:

Exhibit NPJ-1
Page 6

3/23/2009

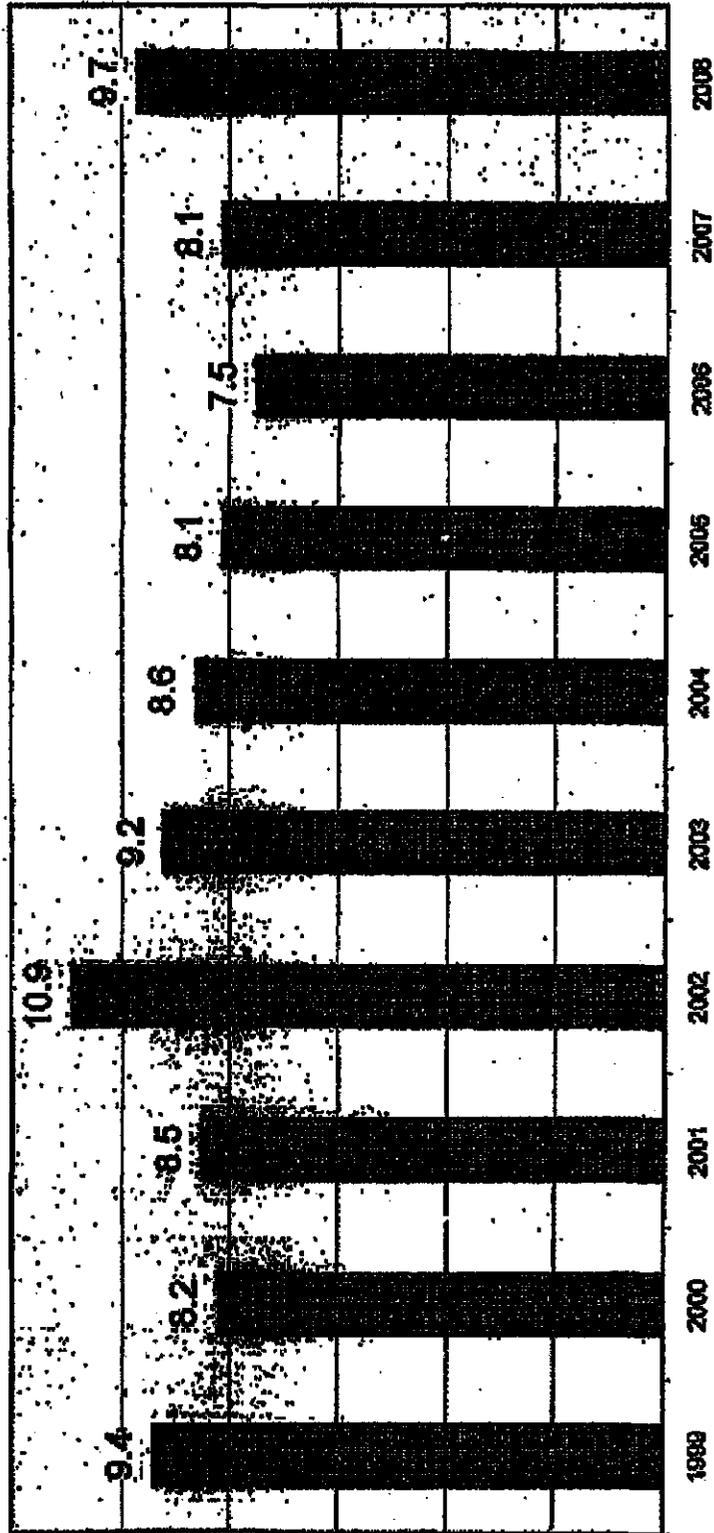
Cleveland Municipal School District

October 2008 Five Year Forecast

	2008 - 2008	2009 - 2010	2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014
Beginning Cash Balance	81.9	38.5	(75.5)	(194.6)	(326.2)	

Total Revenue	668.6	607.5	609.7	618.1	619.8	
Total Expenses	704.6	719.3	733.0	747.7	763.6	
Revenue over Expense	(63.0)	(111.8)	(123.3)	(129.6)	(143.8)	

Cleveland City Unemployment Rate (Percent) June 1999 - 2007, May 2008



Note: Data obtained from BOCGS Current Labor Force Data, BLS
Bureau of Labor Statistics
(CANSO 7/28/2008)

EDUCATION WEEK

Published Online: August 9, 2005
Published In Print: August 10, 2005

Crucial Levy Goes Down in Cleveland

Loss Could Mean Layoffs, Blow to Superintendent

By Catherine Gewertz

Cleveland voters last week soundly rejected a levy intended to bolster the school district's finances, a move widely interpreted as a referendum on the performance of its leader, Barbara Byrd-Bennett.

Two-thirds of the voters who turned out for the Aug. 2 special election cast their ballots against Issue 3, which would have raised more than \$45 million to restore the jobs of some teachers and security guards, as well as bring back sports and after-school programs that were cut as the district's financial woes deepened over the past few years. A portion would also have gone to alleviate future anticipated debt.

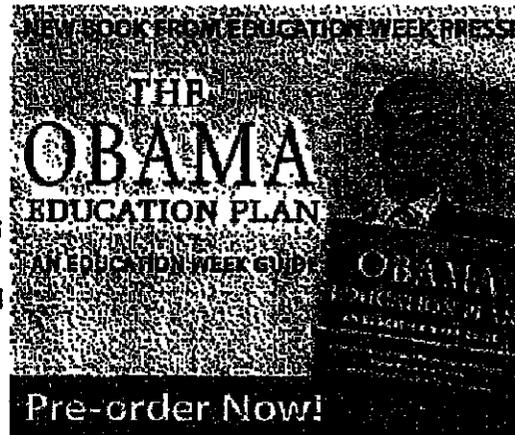
Alan Seifullah, a spokesman for the 65,000-student district, said officials were weighing whether to put another levy proposal on the November ballot. It's too soon to say whether more layoffs would be needed this year, he said, but without more revenue, the district might have to find new savings by cutting personnel or closing even more schools than the 11 shuttered in June.

District leaders are "devastated" by the defeat of the measure, and see the result as a lack of community support for Cleveland's young people, Mr. Seifullah said.

But he said he does not view it as a judgment on the performance of the district's chief executive officer, Ms. Byrd-Bennett. Mr. Seifullah noted that, in recent years, the high school graduation rate has climbed from 28 percent to 50 percent, and that the rate of academic gains has outpaced statewide averages.

He said Ms. Byrd-Bennett, who has led the Cleveland schools since 1998, "is reflecting on what the future holds," but he declined to say whether she would leave when her contract expires at the end of September. The chief executive officer did not return a call seeking

[Back to Story](#)



Disappointment registers on the faces of former Cleveland student Lawrence White, left, Cleveland schools' chief Barbara Byrd-Bennett, and another Cleveland high school graduate, Sierra Roberts, front right, during the announcement that the school tax levy failed.
—John Kuntz/The Plain Dealer

comment on her plans.

Uncertain Future

Some observers saw the results as a striking lack of support for the district's direction and concluded Ms. Byrd-Bennett's departure would be imminent.

"I think they've lost confidence in Barbara Byrd-Bennett. This is a referendum on her," declared Jerry Austin, a Cleveland-based political consultant. He is advising Mayor Jane L. Campbell, who backed the levy, in her re-election bid.

"Everyone who takes a position like that has a time frame in which to succeed, and then it's time to move on," Mr. Austin said of the schools chief. "She took it to where it is now. Maybe it's time for someone else to take it from here."

Even teachers' union leaders thought it unlikely the chief executive officer would remain at the helm in the face of the levy defeat.

"I would be amazed if she did stay," said Meryl T. Johnson, the first vice president of the Cleveland Teachers Union, a 4,500-member affiliate of the American Federation of Teachers. "It would be, 'If I can't get a community to love these children the way I do, then I have no choice.'"

Ms. Johnson said her interviews with scores of voters before the election showed that older residents' frustration with the misbehavior of young people in their neighborhoods fueled the defeat, as well as their resistance to paying higher property taxes.

The union's argument—that the hike would amount to less each day than buying the daily newspaper—apparently went nowhere, Ms. Johnson said.

Union leaders are frustrated and "heartbroken," she said, that people did not see the levy as a way to deliver crucial services to young people.

More than 1,400 teachers have been laid off in the past few years, and class sizes have risen as declining enrollment and property-tax receipts, soaring health-care costs, and leftover debt from when a state panel oversaw the district have whittled its budget. For fiscal 2006, the budget is \$558 million, down from \$667 million two years ago, said Mr. Seifullah, the district spokesman. Anticipated debt for fiscal 2007 is at \$33 million. Ohio law does not allow a school district to run a deficit.

In the campaign against Issue 3, many lawns sported signs that read, "Don't Reward Failure." Levy backers blamed the news media, contending that they overlooked the district's successes and focused on its failures.

"We've never had a superintendent who's been slammed as hard as she was," said Ms. Johnson.

But opponents of the levy said taxpayers shouldn't have to funnel more money to a school system marked by financial, academic, and student-discipline problems.

"We truly want to see our children get the best education possible. But I and many others

were against [the levy] because we feel we're not getting what we're paying for," said James D. Hereford, an automotive-repair-shop owner who helped lead the fight against Issue 3.

Fueling Defeat

Chris Carmody, who managed the campaign for Issue 3, said the city's most-frequent voters, who tend to be older and more conservative, and with fewer ties to city schools, dominated the 16 percent turnout. He also said the "deck was stacked against the district" because the levy was in a special election, without major contests to draw a wider range of voters to the polls.

Mr. Carmody speculated that it was tough for voters, who rejected another proposed levy last November, to understand why the city needed to seek more money after they approved a \$335 million bond issue for school construction in 2001.

"It's hard for people to distinguish between a bond issue and an operating levy," he said. He noted Cleveland voters last passed an operating levy in 1996.

When the bond issue passed in 2001, Ms. Byrd-Bennett was a popular new face in education, Mr. Carmody said. The results of the Issue 3 contest could signal that voters feel it's time for a change, he said.

"In some ways, a new face might help politically," Mr. Carmody said. "Voters in any election want a new face after a long tenure. But I'm not sure that's how we should be making our decisions about supporting the district."

Vol. 24, Issue 44, Pages 1,18

RUN DATE:08/31/05 11:00 AM

		VOTES	PERCENT	
PRECINCTS COUNTED (OF 648)		648	100.00	REGISTERED
REGISTERED VOTERS - TOTAL		442,726		REGISTERED
REGISTERED VOTERS - BRBA		13,347		REGISTERED
REGISTERED VOTERS - BRBA WD1		2,389		BALLOTS CAS
REGISTERED VOTERS - BRBA WD2		2,945		BALLOTS CAS
REGISTERED VOTERS - BRBA WD3		2,859		BALLOTS CAS
REGISTERED VOTERS - BRBA WD4		2,401		BALLOTS CAS
REGISTERED VOTERS - BRBA WD5		2,753		BALLOTS CAS
REGISTERED VOTERS - BRATENAH VIL		1,228		BALLOTS CAS
REGISTERED VOTERS - BROOK PARK		14,753		BALLOTS CAS
REGISTERED VOTERS - BKPK WD1		3,583		BALLOTS CAS
REGISTERED VOTERS - BKPK WD2		3,502		BALLOTS CAS
REGISTERED VOTERS - BKPK WD3		3,715		BALLOTS CAS
REGISTERED VOTERS - BKPK WD4		3,953		BALLOTS CAS
REGISTERED VOTERS - CLEVELAND		323,624		BALLOTS CAS
REGISTERED VOTERS - CLEV WD1		17,226		BALLOTS CAS
REGISTERED VOTERS - CLEV WD2		16,067		BALLOTS CAS
REGISTERED VOTERS - CLEV WD3		16,425		BALLOTS CAS
REGISTERED VOTERS - CLEV WD4		11,989		BALLOTS CAS
REGISTERED VOTERS - CLEV WD5		16,002		BALLOTS CAS
REGISTERED VOTERS - CLEV WD6		16,101		BALLOTS CAS
REGISTERED VOTERS - CLEV WD7		16,889		BALLOTS CAS
REGISTERED VOTERS - CLEV WD8		15,819		BALLOTS CAS
REGISTERED VOTERS - CLEV WD9		15,288		BALLOTS CAS
REGISTERED VOTERS - CLEV WD10		15,670		BALLOTS CAS
REGISTERED VOTERS - CLEV WD11		15,763		BALLOTS CAS
REGISTERED VOTERS - CLEV WD12		12,679		BALLOTS CAS
REGISTERED VOTERS - CLEV WD13		19,905		BALLOTS CAS
REGISTERED VOTERS - CLEV WD14		14,424		BALLOTS CAS
REGISTERED VOTERS - CLEV WD15		14,145		BALLOTS CAS
REGISTERED VOTERS - CLEV WD16		14,466		BALLOTS CAS
REGISTERED VOTERS - CLEV WD17		13,287		BALLOTS CAS
REGISTERED VOTERS - CLEV WD18		14,821		BALLOTS CAS
REGISTERED VOTERS - CLEV WD19		14,225		BALLOTS CAS
REGISTERED VOTERS - CLEV WD20		14,706		BALLOTS CAS
REGISTERED VOTERS - CLEV WD21		17,727		BALLOTS CAS
REGISTERED VOTERS - EUCLID		38,107		BALLOTS CAS
REGISTERED VOTERS - EUCD WD1		9,484		BALLOTS CAS
REGISTERED VOTERS - EUCD WD2		9,843		BALLOTS CAS
REGISTERED VOTERS - EUCD WD3		8,885		BALLOTS CAS
REGISTERED VOTERS - EUCD WD4		9,895		BALLOTS CAS
REGISTERED VOTERS - GARFIELD HEIGHTS		20,321		BALLOTS CAS
REGISTERED VOTERS - GRHT WD1		2,972		BALLOTS CAS
REGISTERED VOTERS - GRHT WD2		2,744		BALLOTS CAS
REGISTERED VOTERS - GRHT WD3		2,527		BALLOTS CAS
REGISTERED VOTERS - GRHT WD4		2,966		BALLOTS CAS
REGISTERED VOTERS - GRHT WD5		2,735		BALLOTS CAS
REGISTERED VOTERS - GRHT WD6		3,104		BALLOTS CAS
REGISTERED VOTERS - GRHT WD7		3,273		BALLOTS CAS
REGISTERED VOTERS - LINNDALE		91		BALLOTS CAS
REGISTERED VOTERS - MIDDLEBURG HEIGHTS		12,457		BALLOTS CAS
REGISTERED VOTERS - MDHT WD1		3,860		BALLOTS CAS

REGISTERED VOTERS - MDHT WD2 3,014
 REGISTERED VOTERS - MDHT WD3 3,053
 REGISTERED VOTERS - MDHT WD4 2,530
 REGISTERED VOTERS - NEWBURGH HEIGHTS V. 1,433
 REGISTERED VOTERS - OLFL WD2 251
 REGISTERED VOTERS - SOUTH EUCLID. 17,114
 REGISTERED VOTERS - SEUC WD1 4,409

BALLOTS CAS
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SUMMARY REPORT

SPECIAL ELECTION
 CUYAHOGA COUNTY
 AUGUST 2, 2005

RUN DATE:08/31/05 11:00 AM

VOTERS PERCENT

BALLOTS CAST OLFL WD2	85	VOTER TURNOUT
BALLOTS CAST SOUTH EUCLID	3,279	VOTER TURNOUT
BALLOTS CAST SEUC WD1	779	VOTER TURNOUT
BALLOTS CAST SEUC WD2	1,127	VOTER TURNOUT
BALLOTS CAST SEUC WD3	807	VOTER TURNOUT
BALLOTS CAST SEUC WD4	566	VOTER TURNOUT
BALLOTS CAST BERRA CSD	13,101	VOTER TURNOUT
BALLOTS CAST CLEVELAND CSD.	44,121	VOTER TURNOUT
BALLOTS CAST EUCLID CSD.	6,471	VOTER TURNOUT
BALLOTS CAST GARFIELD HEIGHTS CSD	2,585	VOTER TURNOUT
VOTER TURNOUT TOTAL	15.63	VOTER TURNOUT
VOTER TURNOUT BERRA	32.60	VOTER TURNOUT
VOTER TURNOUT BERRA WD1	24.78	ISSUE #1 - C
VOTER TURNOUT BERRA WD2	32.16	0.5% TO RATE
VOTER TURNOUT BERRA WD3	40.50	Vote for 1
VOTER TURNOUT BERRA WD4	29.03	FOR THE INC
VOTER TURNOUT BERRA WD5	34.76	AGAINST THE
VOTER TURNOUT BROOK PARK	31.51	
VOTER TURNOUT BKPK WD1	29.64	
VOTER TURNOUT BKPK WD2	32.32	ISSUE #2 - B
VOTER TURNOUT BKPK WD3	33.92	CURRENT EXPE
VOTER TURNOUT BKPK WD4	30.23	Vote for 1
VOTER TURNOUT BRATENNAHL VIL	20.52	FOR THE TAX
VOTER TURNOUT CLEVELAND.	13.38	AGAINST THE
VOTER TURNOUT CLEV WD1	17.20	
VOTER TURNOUT CLEV WD2	11.28	ISSUE #3 - C
VOTER TURNOUT CLEV WD3	11.07	CURRENT EXPE
VOTER TURNOUT CLEV WD4	10.06	Vote for 1
VOTER TURNOUT CLEV WD5	7.58	FOR THE TAX
VOTER TURNOUT CLEV WD6	10.04	AGAINST THE
VOTER TURNOUT CLEV WD7	9.37	
VOTER TURNOUT CLEV WD8	10.56	
VOTER TURNOUT CLEV WD9	10.38	ISSUE #4 - B
VOTER TURNOUT CLEV WD10.	8.92	CURRENT EXPE
VOTER TURNOUT CLEV WD11.	14.50	Vote for 1
VOTER TURNOUT CLEV WD12.	8.45	FOR THE TAX
VOTER TURNOUT CLEV WD13.	9.73	AGAINST THE
VOTER TURNOUT CLEV WD14.	6.84	
VOTER TURNOUT CLEV WD15.	19.19	ISSUE #5 - G
VOTER TURNOUT CLEV WD16.	23.57	EMERGENCY RE
VOTER TURNOUT CLEV WD17.	8.20	Vote for 1
VOTER TURNOUT CLEV WD18.	12.93	FOR THE TAX
VOTER TURNOUT CLEV WD19.	14.52	AGAINST THE
VOTER TURNOUT CLEV WD20.	23.59	
VOTER TURNOUT CLEV WD21.	30.86	
VOTER TURNOUT EUCLID.	16.98	

VOTER TURNOUT	EUCD	WD1	.	.	.	.	.	.	21.15
VOTER TURNOUT	EUCD	WD2	.	.	.	.	.	.	16.65
VOTER TURNOUT	EUCD	WD3	.	.	.	.	.	.	16.34
VOTER TURNOUT	EUCD	WD4	.	.	.	.	.	.	13.89
VOTER TURNOUT	GARFIELD	HEIGHTS	.	.	.	.	.	.	13.40
VOTER TURNOUT	GRHT	WD1	.	.	.	.	.	.	7.27
VOTER TURNOUT	GRHT	WD2	.	.	.	.	.	.	10.46
VOTER TURNOUT	GRHT	WD3	.	.	.	.	.	.	13.30
VOTER TURNOUT	GRHT	WD4	.	.	.	.	.	.	13.92
VOTER TURNOUT	GRHT	WD5	.	.	.	.	.	.	15.69
VOTER TURNOUT	GRHT	WD6	.	.	.	.	.	.	15.82
VOTER TURNOUT	GRHT	WD7	.	.	.	.	.	.	16.80
VOTER TURNOUT	LINNDALE		.	.	.	.	.	.	19.78
VOTER TURNOUT	MIDDLEBURG	HEIGHTS	.	.	.	.	.	.	30.64

CE

ISSUE #6 - G
EMERGENCY RE
Vote for 1
FOR THE TAX
AGAINST THE

High School Graduation Rates Rise in Some Major U.S. Cities, But Significant Work Remains to Curb Dropout Crisis

Study Looks at Trends Over 10 Years and Economic Landscape for High School Dropouts

WASHINGTON, April 22 /PRNewswire-USNewswire/ -- A report released today finds that only about half (53%) of all young people in the nation's 50 largest cities are graduating from high school on time. *Cities in Crisis 2009: Closing the Graduation Gap*, prepared for America's Promise Alliance by the Editorial Projects in Education Research Center, shows that despite some progress made by several of these cities between 1995-2005, the average graduation rate of the 50 largest cities is well below the national average of 71 percent, and there remains an 18 percentage point urban-suburban gap.

"The 10-year graduation rates show that progress is being made in some of America's largest cities, but significant work remains," said Alma Powell, chair of America's Promise Alliance, which was founded in 1997 with her husband, Gen. Colin Powell as its founding chair. "In order to continue to move forward and make the U.S. competitive in today's global economy, we must work together like never before to provide the supports that young people need in order to graduate high school ready for college, work, and life."

Cities that saw the greatest improvement in graduation rates include Philadelphia, Pa. (23 percentage points); Tucson, Ariz. (23 percentage points); Kansas City, Mo. (20 percentage points); El Paso, Texas (14 percent percentage points); Portland, Ore. (13 percentage points); and New York City (13 percentage points). Other cities with an increase of 10 or more percentage points in graduation rates were Atlanta, Ga.; Austin, Texas; Columbus, Ohio; Dallas, Texas; Fort Worth, Texas; Mesa, Ariz.; and Miami, Fla. Still, 19 of the country's 50 largest cities have seen the graduation rate at their principal school district decline within the last decade. Those with the greatest decrease in graduation rates include Las Vegas, Nev. (-23 percentage points); Wichita, Kan. (-16 percentage points); Omaha, Neb. (-15 percentage points); Arlington, Texas (-12 percentage points); Albuquerque, N.M. (-7 percentage points); and San Francisco, Calif. (-7 percentage points).

Nationwide, nearly one in three U.S. high school students fails to graduate with a diploma. In total, approximately 1.2 million students drop out each year - averaging 7,000 every school day or one every 26 seconds. Among minority students, the problem is even more severe with nearly 50 percent of African American and Hispanic students not completing high school on time.

"As the president said, every young person who drops out of high school is not only quitting on himself but is also quitting on his country. Similarly, every high school dropout represents not only a failure on the part of a school and an individual, but a larger failure of society to lead our children to success in education," said Arne Duncan, U.S. Secretary of Education.

Cities in Crisis 2009: Closing the Graduation Gap also looked at the economic and employment landscape for those with varied educational levels, including those without a high school diploma. It revealed that those who drop out of high school are less likely to be steadily employed, and earn less income when they are employed, compared with those who graduate from high school. Approximately one-third (37 percent) of high school dropouts nationwide are steadily employed, and are more than twice as likely to live in poverty.

The report revealed that high school dropouts account for 13 percent of the adult population, but earn less than six percent of all dollars earned in the U.S. In the 50 largest cities, the median income for high school dropouts is \$14,000 - significantly lower than the median income of \$24,000 for high school graduates and \$48,000 for college graduates. Nationally, high school dropouts were also the only group of workers who saw income levels decline over the last 30 years.

"Research is clear about what helps kids stay in school, and as we've all come to realize with the current economic crisis, investing in education is not only an essential part of improving graduation rates, but of supporting meaningful economic recovery. Our government has shown bold leadership in elevating education, but this means the real work must begin now," said Marguerite Kondracks, president and CEO, America's Promise Alliance. "We must seize this historic moment and make sure that young people are surrounded by strong support systems, caring teachers, proper nutrition, a safe place to learn and be after school, and opportunities to give back to others. Learning from the example

set forth by our summits, we know that by working together we can make sure our children graduate with the skills they need to succeed."

In an effort to reduce America's high school dropout rates, the Alliance introduced the *Dropout Prevention Campaign* in April 2008. To date, 35 high-level summits have been held in cities nationwide - bringing together more than 14,000 mayors and governors, business owners, child advocates, school administrators, students, and parents to develop workable solutions and action plans. An additional 51 are planned to take place before the end of the year, and all 105 - one in all 50 states and 55 cities with the largest dropout rates - will be completed by April 2010. The presenting sponsor for the *Dropout Prevention Campaign* is the State Farm Insurance Company. Other major sponsors include AT&T, The Boeing Company, Ford Motor Company Fund, ING Foundation, Bill & Melinda Gates Foundation, The J. Willard and Alice S. Marriott Foundation, The Wal-Mart Foundation, Simon Foundation for Education, Chevron, Peter G. Peterson Foundation, Casey Family Programs, The Annie E. Casey Foundation, Carnegie Corporation of New York, Bank of America, The Annenberg Foundation, and Capital One.

Already, cities and states that held summits last year have started implementing changes based on the discussions, and early results are promising. One of the most significant success stories is happening in Detroit, the first city to host a summit. The city set a 10-year goal to graduate 80 percent of its youth from the 35 high schools with significant dropout rates. To support this effort, the local United Way announced the creation of The Greater Detroit Venture Fund, a \$10 million fund to assist these schools and improve ACT scores so students are better prepared for college. Since this summit, the city has shuttered, reconstituted, or clustered together 11 of those 35 schools as part of a comprehensive turnaround process. Further summit success stories can be found in Louisville, Ky., which set a 10-year goal to cut dropout rates in half, and Tulsa, Ok., where as a result of their summit, an innovative career exploration program was developed.

Experts say that dropping out of high school affects not just students and their families, but the country overall - including businesses, government, and communities. The Alliance for Excellent Education estimates that high school dropouts from the Class of 2006-07 will cost the U.S. more than \$329 billion in lost wages, taxes, and productivity over their lifetimes. Experts say that those who drop out are more likely to be incarcerated, rely on public programs and social services, and go without health insurance than those who graduate from high school.

Other Report Findings:

Other findings of the analysis released today include:

- Sixteen of the nation's 50 largest cities had a graduation rate lower than 50 percent in the principal school district serving the city.
 - Those with the lowest graduation rates include Indianapolis (31 percent), Cleveland (34 percent), Detroit (38 percent), Milwaukee (41 percent), Baltimore (42 percent), Atlanta (44 percent), Los Angeles (44 percent), Las Vegas (45 percent), and Columbus (45 percent).
- Students in the suburban areas of the nation's 50 largest cities were considerably more likely to graduate (77 percent) than students in the country's urban schools (59 percent).
 - Cities with the largest gap between their suburban and urban schools include Cleveland (43 percentage points), Baltimore (39 percentage points), Columbus (38 percentage points), Milwaukee (35 percentage points), and Nashville (33 percentage points).

The report, funded in part by the Bill & Melinda Gates Foundation, analyzes school district data from the U.S. Department of Education's Common Core of Data (2004-05). The country's 50 largest cities were identified using 2006 data from the U.S. Census Bureau, and economic and employment conditions were gathered from the U.S. Census Bureau's 2007 American Community Survey.

About the America's Promise Alliance

America's Promise Alliance is the nation's largest partnership alliance comprised of corporations, nonprofit organizations, foundations, policymakers, advocacy and faith groups committed to ensuring that children receive the fundamental resources - the Five Promises - they need to lead successful, healthy and productive lives and build a stronger society. Building on the legacy of our founder General Colin Powell, the Alliance believes a child's success is grounded in experiencing the Five Promises: caring adults; safe places; a healthy start; an effective education; and opportunities to help others - at home, in school and in the community. For more information, visit www.americaspromise.org.

City	Principal school	Graduation	Graduation	Change
------	------------------	------------	------------	--------

	District	Rate (Class of 2005)	Rate (Class of 1995)	(Percentage Points)
Philadelphia	Philadelphia City School District	62.1%	38.9%	+23.2
Tucson	Tucson Unified District	71.6%	48.9%	+22.7
Kansas City	Kansas City School District	53.5%	33.6%	+19.7
El Paso	El Paso ISA	60.6%	46.6%	+13.9
Portland, Ore.	Portland School District	68.6%	55.4%	+13.1
New York	New York City Public Schools	50.5%	37.8%	+12.8
Dallas	Dallas ISD	50.8%	38.2%	+12.7
Columbus	Columbus Public Schools	44.7%	32.1%	+12.6
Mesa	Mesa Unified District	76.6%	64.6%	+12.0
Austin	Austin ISD	58.9%	47.5%	+11.5
Atlanta	Atlanta City School District	43.8%	32.8%	+10.8
Fort Worth	Fort Worth ISD	56.5%	46.1%	+10.4
Miami	Dade County School District	55.9%	5.6%	+10.4
Houston	Houston ISD	52.9%	43.1%	+9.8
Chicago	City of Chicago School District	51.0%	41.8%	+9.2
Oakland, Calif.	Oakland Unified	50.5%	41.3%	+9.2
Virginia Beach	Virginia Beach City Public Schools	68.5%	59.7%	+8.8
Baltimore	Baltimore City Public School System	41.5%	33.8%	+7.7
Denver	Denver County School District	58.6%	51.7%	+6.9
Detroit	Detroit City School District	37.5%	30.5%	+6.9
San Antonio	San Antonio ISD	47.3%	40.9%	+6.4
Phoenix	Phoenix Union High School District	58.0%	52.4%	+5.6
Indianapolis	Indianapolis Public Schools	30.8%	25.2%	+5.3
Oklahoma City	Oklahoma City Public Schools	47.0%	41.7%	+5.3
Milwaukee	Milwaukee Public Schools	41.0%	35.8%	+5.2
Sacramento	Sacramento City Unified	62.1%	57.2%	+4.9
District of Columbia	District of Columbia Public Schools	57.6%	52.8%	+4.8
Colorado Springs	Colorado Springs School District	68.8%	64.1%	+4.6
Honolulu	Hawaii Department of Education	67.4%	63.7%	+3.6
Nashville	Nashville-Davidson Co. School District	45.2%	42.0%	+3.1
Jacksonville	Duval County School District	50.8%	50.2%	+0.7
Louisville	Jefferson County School District	63.4%	63.7%	-0.3
Seattle	Seattle School	68.9%	69.6%	-0.7

	District			
Memphis	Memphis City School District	51.2%	52.5%	-1.2
Fresno	Fresno Unified	51.9%	53.4%	-1.5
Boston	Boston Public Schools	58.6%	60.3%	-1.7
Minneapolis	Minneapolis Public Schools	45.3%	47.0%	-1.7
San Jose	San Jose Unified	73.3%	75.0%	-1.8
Tulsa	Tulsa Public Schools	48.5%	50.6%	-2.0
Charlotte	Charlotte-Mecklenburg Schools	60.5%	62.7%	-2.3
San Diego	San Diego Unified	63.7%	66.0%	-2.4
Los Angeles	Los Angeles Unified	44.4%	48.0%	-3.6
Long Beach	Long Beach Unified	64.0%	67.7%	-3.7
Cleveland	Cleveland Municipal City School District	34.4%	39.3%	-4.9
San Francisco	San Francisco Unified	57.1%	63.6%	-6.5
Albuquerque	Albuquerque Public Schools	49.0%	55.6%	-6.6
Arlington, Tex.	Arlington ISD	60.3%	72.0%	-11.6
Omaha	Omaha Public Schools	49.6%	64.4%	-14.8
Wichita	Wichita Public Schools	54.5%	72.1%	-17.6
Las Vegas	Clark County School District	44.5%	67.6%	-23.1
National Average		70.6%	65.8%	+4.8

SOURCE America's Promise Alliance

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Exhibit NPJ-2
Page 4

Cleveland Metropolitan School District



2007-2008 School Year Report Card



State Indicators

Percentage of Students at and above the Proficient Level

	Your District 2007-2008	Similar Districts' 2007-2008	State 2007-2008
--	-------------------------	------------------------------	-----------------

	Your District 2007-2008	Similar Districts' 2007-2008	State 2007-2008
1. Reading	61.5 %	77.4 %	
2. Mathematics	58.4 %	79.3 %	
3. Reading	62.0 %	81.1 %	
4. Mathematics	54.3 %	74.6 %	
5. Writing	68.5 %	81.7 %	
6. Reading	50.0 %	72.7 %	
7. Mathematics	38.5 %	61.8 %	
8. Science	39.4 %	66.4 %	
9. Social Studies	38.0 %	64.8 %	
10. Reading	59.8 %	79.7 %	
11. Mathematics	52.5 %	76.6 %	
12. Reading	56.5 %	77.3 %	
13. Mathematics	42.0 %	68.8 %	
14. Writing	71.8 %	86.7 %	
15. Reading	61.6 %	79.4 %	
16. Mathematics	50.6 %	72.8 %	
17. Science	35.0 %	62.2 %	
18. Social Studies	28.0 %	53.5 %	
19. Reading	76.0 %	86.2 %	
20. Mathematics	64.1 %	79 %	
21. Writing	77.0 %	86.2 %	
22. Science	52.8 %	72.8 %	
23. Social Studies	67.1 %	78.4 %	
24. Reading	88.8 %	91.9 %	
25. Mathematics	80.0 %	88.2 %	
26. Writing	90.8 %	93 %	
27. Science	70.1 %	83.6 %	
28. Social Studies	79.0 %	86.5 %	
29. All Grades	93.3 %	94.2 %	
30. District	73.6 %	86.9 %	

State Indicators
To meet a test indicator for grades 3-8 and 10, at least 75% of students tested must score proficient or higher on that test. Other indicator requirements are: 4th grade Ohio Operation Test, 85%; Attendance Rate, 85%; Graduation Rate, 90%.

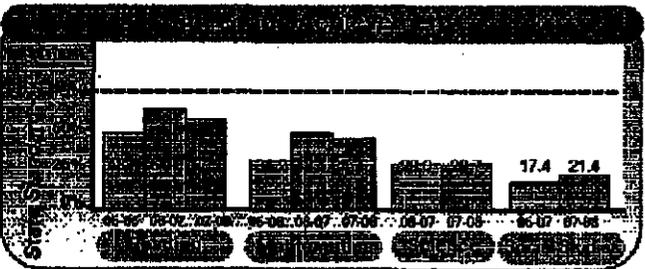
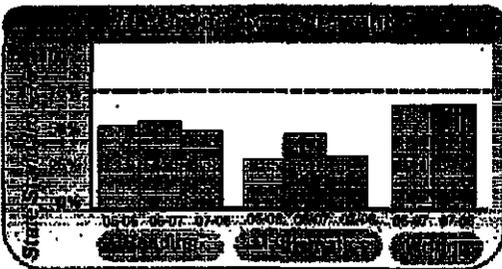
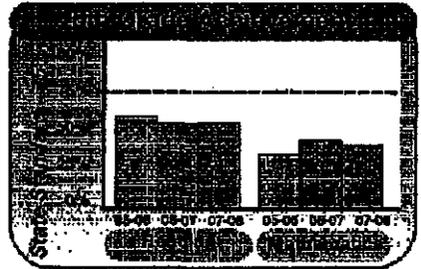
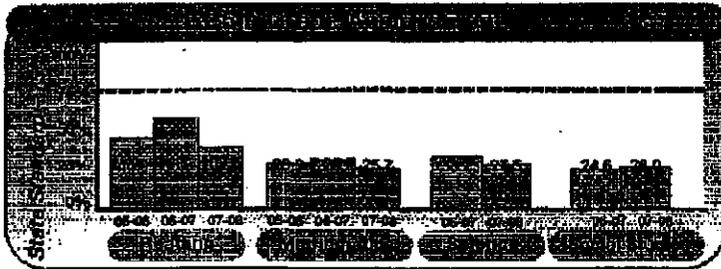
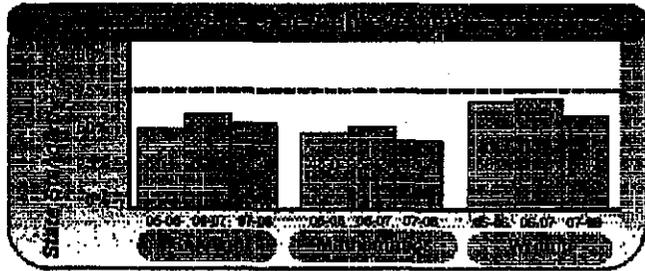
On the Web: reportcard.ohio.gov

Any result at or above the state standard is indicated by a ✓.
Similar Districts are based on comparing demographic, socio-economic and geographic factors.
Consult the results for standards info test for 3rd or 6th grades.

Your District's Assessment Results Over Time

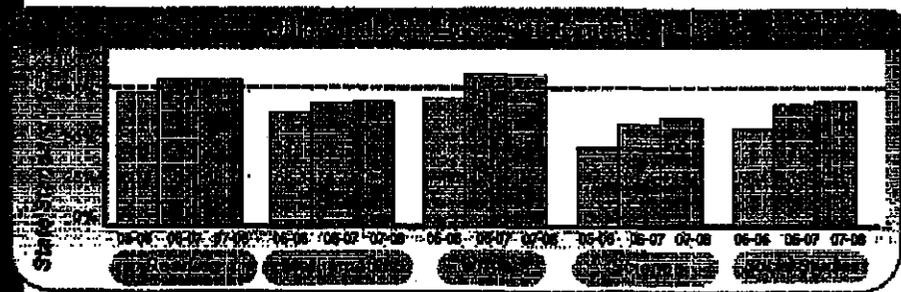
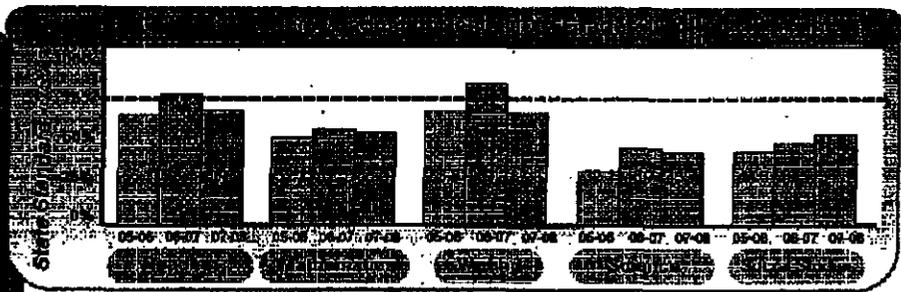


All students in the district for a full academic year are included in the results.



State Indicators

The State Indicators are based on state assessments, as well as on attendance and graduation rates. To earn an indicator for Achievement or Graduation Tests, at least 75% of students must reach proficient or above for the given assessment. For the 11th grade Ohio Graduation Test indicator, a cumulative 85% passage rate for each assessment is required.



*Cumulative results for students who took the tests as 10th or 11th graders.

Performance Index Score

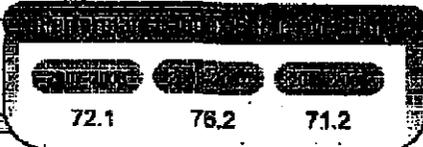


The Performance Index Score reflects the achievement of every student enrolled for the full academic year. The Performance Index Score is a weighted average of all tested subjects and grades. The greatest weight is given to advanced scores (1,2), and the weights decrease for each performance level. This results in a scale from 0 to 120 points. The Performance Index Score can be compared across years to show district achievement trends.

Performance Level Across Grades 3-6 and 10 for all Tested Subjects
(includes every student enrolled in the district for a full academic year)

Performance Level	Grade 3	Grade 4	Grade 5	Grade 6	Grade 10
Untested		X			
Basic		X			
Accelerated		X			

Your District's Performance Index Score 72.1



Value-Added Measure

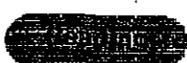


Overall Composite



Scores reflect grade level and overall composite ratings for the 2007-2008 school year.

Grade 4 Grade 5 Grade 6 Grade 7 Grade 8



Your district's value-added rating represents the progress your district has made with its students since last school year. In contrast, achievement scores represent students' performance at a point in time. A score of "Above" indicates greater than one year of progress has been achieved; "Met" indicates one year of progress has been achieved; "below" indicates less than one year of progress has been achieved.

- +** = Above Expected Growth
- ✓** = Met Expected Growth
- = Below Expected Growth

Adequate Yearly Progress (AYP)



Adequate Yearly Progress Grade 3-5 and 10 Reading Grade 3-5 and 10 Mathematics		All Students	Economically Disadvantaged	Asian/Pacific Islander	Black, non-Hispanic	American Indian/Alaskan	Hispanic	Multi-Racial	White, non-Hispanic	Students with Disabilities	Limited English Proficient
Percent Proficient	Reading	Not Met	Met	Met	Met	Met	Met	Met	Not Met	Met	Met
	Mathematics	Not Met	Met	Met	Met	Met	Met	Met	Not Met	Met	Met
Percent Tested	Reading	Met	Met	Met	Met	Met	Met	Met	Met	Met	Met
	Mathematics	Met	Met	Met	Met	Met	Met	Met	Met	Met	Met
Graduation Rate*		Met	Met	Met	Met	Met	Met	Met	Met	Met	Met
Attendance Rate*		Met	Met	Met	Met	Met	Met	Met	Met	Met	Met
AYP Designation by Subgroup		Not Met	Met	Met	Met	Met	Met	Met	Not Met	Met	Met

AYP Indicators	
Reading Proficiency	Not Met
Mathematics Proficiency	Met
Reading Participation	Met
Mathematics Participation	Met
Graduation Rate	Met
Attendance Rate	Met
AYP Status of Your District	Not Met

This legend explains terms used in the above chart that describe whether each student group met this year's AYP goals.

For test indicators, AYP can be met in one of four ways:

- 1) meeting the AYP targets with current year results;
- 2) meeting the AYP targets with two-year combined results;
- 3) meeting the improvement requirements of State Harbor;
- 4) meeting the AYP targets by combining currently proficient students with those students projected to become proficient.

For non-test indicators, AYP can be met in one of three ways:

- 1) meeting the AYP targets with current year results;
- 2) meeting the AYP targets with two-year combined results;
- 3) making improvement over the previous year.

N/A	Not Applicable.
NR	Not Required - This indicator was not evaluated for this subgroup because the subgroup size was smaller than the minimum number needed to achieve a statistically reliable result. 30 students is the minimum size for the proficiency and non-test indicators, while 40 is the minimum size for the participation rate indicators.
Met	This subgroup met AYP for this indicator with its current year, two-year combined, State Harbor, or growth measure results.
Not Met	This subgroup did not meet AYP for this indicator.

*Note: The AYP determination for Attendance Rate and Graduation Rate is evaluated using only the results of the 'All Students' group.



Adequate Yearly Progress (AYP) is a federally required measure. Every school and district must meet AYP goals that are set for Reading and Mathematics Proficiency and Participation, Attendance Rate, and Graduation Rate. These goals are applied to ten student groups: All Students; Economically Disadvantaged Students; Asian/Pacific Islander Students; Black, non-Hispanic Students; American Indian/Alaskan Native Students; Hispanic Students; Multi-Racial Students; White, non-Hispanic Students; Students with Disabilities (IEP); and Students with Limited English Proficiency (LEP). If any one of these groups does not meet AYP in Reading or Mathematics Proficiency, or in Participation, Attendance Rate, or Graduation Rate, then the school or district does not meet AYP. AYP also can affect the state designation that a school or district receives in one of two ways. Not meeting AYP for consecutive years will have both federal and state consequences. Federal consequences could include a school or district being identified for improvement. State consequences could include a reduction in the state's rating designation.

State and Federally Required District Information

Your District's Percentage of Students at Each Performance Level

	American Indian or Native American	Hispanic	White, non-Hispanic	Students with Disabilities	Non-Test Disabled	Limited English Proficient	Total
Reading	11.3	23.6	15.6	41.1	17.1	36.0	28.2
Writing	15.4	13.4	8.0	29.7	8.7	22.8	16.1
Mathematics	19.4	30.6	18.2	45.4	23.8	40.9	31.8
Science	25.0	21.4	13.7	99.8	19.8	33.7	26.0
Social Studies	25.0	23.6	13.6	40.5	19.5	30.3	26.3
Reading	21.0	20.9	16.4	23.1	17.4	23.5	22.1
Writing	15.4	21.7	17.9	29.0	18.3	27.0	27.1
Mathematics	18.1	28.2	22.7	24.3	23.3	28.0	26.7
Science	37.5	44.2	34.2	28.0	36.0	44.1	38.8
Social Studies	40.6	43.6	36.0	27.3	33.6	46.5	39.2
Reading	37.1	34.2	39.2	13.7	37.1	27.3	31.7
Writing	34.6	44.8	47.7	18.1	46.8	36.2	40.6
Mathematics	41.9	26.8	34.0	9.4	30.1	19.9	25.4
Science	21.9	20.5	27.0	6.3	23.3	14.8	18.9
Social Studies	21.9	20.2	25.5	6.1	26.6	16.8	18.7
Reading	21.0	15.0	20.4	14.0	20.4	9.8	13.0
Writing	34.6	16.4	23.4	18.0	24.1	11.9	14.0
Mathematics	12.9	9.2	15.2	13.6	13.8	6.5	10.5
Science	16.6	10.1	18.7	20.1	14.7	4.8	12.2
Social Studies	12.5	9.1	15.3	19.6	12.6	5.8	11.2
Reading	9.7	4.3	6.4	8.2	8.0	2.8	6.0
Writing	0.0	1.7	3.0	8.1	2.0	1.8	2.3
Mathematics	9.7	5.4	9.9	7.3	9.1	3.7	5.6
Science	0.0	3.8	6.4	5.9	6.2	2.8	4.0
Social Studies	0.0	3.5	7.5	6.4	7.6	1.8	4.6

Your District's Students 2007-2008

Percentage						
Average Daily Student Enrollment	American Indian or Native American	Hispanic	White, non-Hispanic	Limited English Proficient	Migrant	
50078	0.3%	11.4%	15.7%	5.3%	NC	

NC = Not Calculated; displayed when there are fewer than 10 students in student group.

Number of Limited English Proficient Students Excluded from Accountability Calculations: 55

Under the federal No Child Left Behind Act, states are required to report certain data about schools and teachers. Data presented here are for reporting purposes only and are not used in the calculation of the state designation for districts and schools.

Federally Required School Teacher Information

	Your District	State
Percentage of teachers with at least a Master's Degree	42.0	58.8
Percentage of core academic subject elementary and secondary classes taught by properly certified teachers	96.7	98.3
Percentage of core academic subject elementary and secondary classes taught by teachers with temporary, conditional or long-term substitute certification/licensure	0.1	0.1
	All Schools in Your District	High-Poverty Schools Located in Your District*
	0.1	0.0

*High-poverty schools are those ranked in the top quartile based on the percentage of economically disadvantaged students. Low-poverty schools are those ranked in the bottom quartile based on the percentage of economically disadvantaged students. A district may have schools in both quartiles, but not one school in either quartile.

-- = No data were reported.

Schools in School Improvement



Generally, a school will enter School Improvement (SI) after missing AYP for two consecutive years, and it can exit SI only after meeting AYP for two consecutive years.

Every school in SI has to create an improvement plan. If a school in SI receives federal funds, it may have to offer Public School Choice and/or Supplemental Educational Services.

Being in SI for three or more years requires more extensive corrective actions and, eventually, restructuring.

Name of Schools Identified for Improvement and Years In Improvement Status

Adlai Stevenson	2	Albert B Hart	7
Alexander Graham Bell	1	Almira	3
Andrew J Rickoff	6	Anton Grdina	2
Audubon	5	Benjamin Franklin	2
Brockman	3	Buckeye-Woodland	2
Bulwer	6	Carl & Louis Stokes Central Academy	5
Carl F Shuler	4	Casa	2
Charles A Mooney	4	Charles Dekane	4
Charles H Lake	3	Charles W Elliot	4
Clara E Westropp Elementary	2	Clark	2
Collinwood High	5	Daniel E Morgan Elementary	2
Danison	1	Early Childhood Development	1
East Clark	2	East High	5
East Technical High	5	Empire	2
Franklin D. Roosevelt	2	Fullerton	3
Geneale Academy	5	George Washington Carver	2
Giddings	2	Glenville High	5
Grovesmont	2	H Barbara Booker Elementary	2

Continued on Page 8

Measures of a Rigorous Curriculum for the Class of 2007

Measure	2006-07 Graduates	Data Source
Mean ACT Score	16	ACT Corp., EMIS
Mean SAT Score	824	College Board, EMIS
Percent of Graduates graduating with an Honors Diploma	0.0	EMIS
Percent of Graduates with an AP score of 3 or above	1.8 %	College Board, EMIS
Number of Graduates taking at least one PSEO course	23	EMIS

The Measures of a Rigorous Curriculum are intended to report on the completion of a rigorous curriculum and other indicators of student success that ensure students leave school with the knowledge and skills needed to succeed in college, careers and citizenship. These indicators pertain to schools that have any combination of grades 10, 11 and 12.

EMIS - Education Management Information System of the Ohio Department of Education
 ACT College Entrance Exam - Nonprofit organization that administers the ACT College Entrance Test
 College Board (CB) - Nonprofit membership association that administers the SAT exam
 PSEO - Post-Secondary Enrollment Options, a program that enables high school students, grades 9-12, to earn college and high school graduation credit
 AP - Advanced Placement, a program offering courses/exams that provide students the opportunity to earn credit or advanced standing at colleges and universities
 Tech Prep - A combination of college preparatory academics and advanced career-technical education

Determining Your District's Rating



Indicators Met	Performance Index Score	AYP Status	Preliminary Designation
94%-100%	100 to 120	Met or Not Met	Excellent
75%-93.9%	90 to 99.9	Met or Not Met	Effective
50%-74.9%	0 to 89.9	Met	Continuous Improvement
50%-74.9%	80 to 89.9	Not Met	Academic Watch
0%-49.9%	0 to 79.9	Not Met	Academic Emergency

Preliminary Designation	Value-Added Measure	Final Designation
Excellent	Above expected growth for at least 2 consecutive years	Excellent with Distinction
	Otherwise no effect on rating	Excellent
Effective	Above expected growth for at least 2 consecutive years	Excellent
	Otherwise no effect on rating	Effective
Continuous Improvement	Above expected growth for at least 2 consecutive years	Effective
	Otherwise no effect on rating	Continuous Improvement
Academic Watch	Above expected growth for at least 2 consecutive years	Continuous Improvement
	Otherwise no effect on rating	Academic Watch
Academic Emergency	Above expected growth for at least 2 consecutive years	Academic Watch
	Otherwise no effect on rating	Academic Emergency

**Name of Schools Identified for Improvement and
Years in Improvement Status, continued**

Hannah Gibbons-Nottingham Elementary	2	Harvey Rice Elementary	2
Henry W Longfellow Elementary	2	Iowa-Maple Elementary	2
James Ford Rhodes High	4	John Adams High	1
John D Rockefeller Elementary	2	John F Kennedy High	5
John Marshall High	5	Joseph F Landis	2
Joseph M Gallagher	7	Lincoln-West High	4
Leslie Agnew	2	Luis Munoz Marin	6
Merton C Soltzer Elementary	2	Marion-Staring Elementary	2
Martin Luther King Jr Career Campus	4	Mary B Martin	1
Mary M Bethune	2	Max S Hayes High	3
McCluskey	2	Memorial	1
Miles	3	Miles Park	1
Method Elementary	2	Nathan Hale	7
Opison Complex	5	Orchard	2
Patrick Henry @ Howe Elementary	5	Paul L Dunbar Elementary	1
Paul Revere Elementary	3	Robert Fulton	2
Robert H Jackson	4	Robinson G Jones Elementary	1
Seranton	2	South High	5
Sunbeam	1	Union Elementary	3
Wade Park	2	Walton	2
Warner O'Brien Leadership Academy	1	Waverly Elementary	3
Wilbur Wright	5	Willow	2
Woodland Hills	3		

Ohio Department of Education
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3/25/2009

Fiscal Year 2008 Similar Districts Grouping

Composing District:

Fiscal Year: 2008
 Sorted by: Poverty as % of ADM

Rank	EDN	District	County	Average Daily Membership (ADM)	Enrollment as % of ADM	% of Population of Administrative or Professional Occupations	Median Income	% of Population with College Degree or More	% Agriculture Property	Population Density	Non-Residential & Non-Agricultural Properties Per Enroll	% Minority Students
6	43782	Shelton City	Hamilton	33,002	65.6	36.0	26,489	32.4	0.1	3,984.0	83,288	76.6
2	44600	London City	Lucas	27,984	66.9	25.1	26,109	22.9	0.1	3,690.0	39,076	68.0
8	43711	Canton City	Stark	10,474	71.0	19.8	21,000	14.0	0.0	4,284.0	32,272	48.7
1	43902	Columbus City	Franklin	63,674	73.3	51.9	29,270	29.8	0.1	4,048.0	87,218	68.7
3	43488	Akron City	Summit	26,757	78.4	25.0	24,681	31.4	0.0	3,890.0	39,493	55.8
4	43944	Darton City	Montgomery	16,805	97.7	25.4	23,067	20.8	0.1	3,816.0	47,956	78.3
0	43788	Cleveland Metropolitan CMJ	Cuyahoga	62,769	100.0	22.3	22,127	15.6	0.0	6,787.0	66,990	88.2

Contact: Matthew Cohen (Matt.Cohen@ode.state.oh.us)
 or
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For a copy of the raw data file click here.

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Direct Testimony of Nicholas P. Jackson was served by regular U.S. mail, postage prepaid, and/or delivered via electronic mail, upon the following parties of record, this 30th day of April 2009.

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