

MODIFICATION NO. 4
TO OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)
AND
Autism Model School (“Governing Authority” OR “School”)

WHEREAS, the ESCLEW and the Governing Authority entered into an amended and restated Community School Contract (“Contract”) effective on July 1, 2012; and

WHEREAS, the ESCLEW and the Governing Authority agree to the following modifications;

NOW THEREFORE, the parties modify the Contract as follows:

1. **Article I, Section 1.7.** Add the following sub-paragraph:

“Review the financial and enrollment records of the School at least once per month with the governing authority or fiscal officer and provide a written report regarding the review within ten days after the review.”

The rest of Section 1.7 remains as originally written in the Contract.

2. **Article II, Section 2.1.** At the beginning, add the following sentence: “All Governing Authority members must be pre-approved by Sponsor.” The rest of Section 2.1 remains as originally written in the Contract.
3. **Article II, Section 2.4.** At the end, add the following paragraphs:

“The School and Sponsor agree and state that, pursuant to 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA) and 34 C.F.R. 99, the Sponsor is an authorized representative of a state educational authority and that the School is permitted to disclose to the Sponsor personally identifiable information from an education record of a student without parental consent (or student consent, where applicable) and that the Sponsor is authorized by federal, state, and local law to conduct audits, compliance evaluations, and enforcement activities of federal and state supported education programs. Accordingly, the School agrees to grant to Sponsor’s employees full and complete access as defined hereinafter to “education records,” as defined by FERPA, and all documents, records, reports, databases, and other information made available to or maintained by the School or its agent(s) (including educational management companies) that are reportable to the Ohio Department of Education or its agencies or to the Ohio Auditor of State. Such information shall include, but is not limited to, the School Options Enrollment System (SOES) and the Education Management Information System (EMIS). “Full and complete access” shall include the ability to inspect and copy paper and electronic documents at the School. The School or its agent(s) shall provide usernames and passwords where applicable to enable Sponsor to have remote self-service access, in read-only format.

The Sponsor agrees to comply with FERPA and the regulations promulgated thereunder. The Sponsor warrants that it uses reasonable methods to limit Sponsor employee access to only those records in which it has legitimate educational interests and that, as required by law, the Sponsor will destroy the educational records when no longer needed for the purposes outlined in this Contract or otherwise needed under state or federal law or any applicable court order.”

The rest of Section 2.4 remains as originally written in the Contract.

4. **Article III, Section 3.4.** Replace the first sentence with the following: “If the School applies for Priority 2 E-Rate funding or if it is otherwise required by law, the School must have a state-approved technology plan and complete any necessary filing procedures on or before the applicable deadlines.” The rest of Section 3.4 remains as originally written in the Contract.
5. **Article IV, Section 4.1.** In the first paragraph, add sections 3301.948, 3313.6020, 3313.7112, and 3313.89, and remove chapters 3307 and 3309. In the second paragraph, add sections 2921.43 and 2921.44. The rest of Section 4.1 remains as originally written in the Contract.
6. **Article VI, Section 6.4.** Add the following sentence: “The School must submit a calendar of assessments to Sponsor prior to the start of each academic year.” The rest of Section 6.4 remains as originally written in the Contract.
7. **Article VI, Section 6.13.** Add the following sentence: “The School must keep attendance records and requirements for non-classroom-based learning opportunities.” The rest of Section 6.13 remains as originally written in the Contract.
8. **Article VII, Section 7.2.** Add the following subparagraph: “the number and percentage of students on IEPs, the number of those students on home instruction per the IEP, and any associated children’s residential center (CRC).” The rest of Section 7.2 remains as originally written in the Contract.
9. **Article VIII, Section 8.1.** Replace the final sentence with the following: “The School shall maintain a roster and meeting dates for the Local Professional Development Committee (LPDC) and Teacher-Based Teams (TBTs), and the laws and rules governing LPDC and TBTs must be implemented by the School.” The rest of Section 8.1 remains as originally written in the Contract.
10. **Article VIII, Section 8.3.** At the end, add the following sentence: “To the extent required or allowed by state or federal law, the School shall comply with chapters 3307 and 3309 of the Ohio Revised Code.” The rest of Section 8.3 remains as originally written in the Contract.
11. **Article VIII, Section 8.4.** Replace the second and third sentences with the following: “The Governing Authority hereby appoints the Sponsor as a representative pursuant to R.C. 3319.39(D), for purposes of receiving and reviewing the results of criminal background checks performed under R.C. 3319.39(A)(1) for employees working at the School and authorizes its agents to communicate this information directly to the Sponsor.” The rest of Section 8.4 remains as originally written in the Contract.

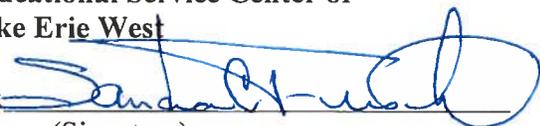
12. **Article X, Section 10.2.** Add the following sub-paragraph:

“A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to report data or information, or the reporting of improper, inaccurate, erroneous, fraudulent, negligent, or incomplete information or data to ESCLEW.”

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

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

**Educational Service Center of
Lake Erie West**

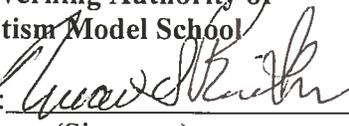
By: 
(Signature)

Its: Superintendent

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

Date: 5-11-2015

**Governing Authority of
Autism Model School**

By: 
(Signature)

Its: President

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

Date: 4-21-15

**MODIFICATION NO. 3
TO OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)
AND
Autism Model School (“Governing Authority” OR “School”)**

WHEREAS, the ESCLEW and the Governing Authority entered into an amended and restated Community School Contract (“Contract”) effective on July 1, 2012; and

WHEREAS, the ESCLEW and the Governing Authority agree to the following modifications;

NOW THEREFORE, the parties modify the Contract as follows:

1. **Article I, Section 1.2.** At the end, add the following paragraph:

“The School is a separate, independent, and autonomous legal entity, responsible for educational programming, staff, budgeting and finance, and scheduling, and is not related to, an agent of, or under the control of the Sponsor, notwithstanding anything required herein or under the law related to the Sponsor’s duties of oversight or intervention.”

The rest of Section 1.2 remains as originally written in the Contract.

2. **Article IV Section 4.1** is updated as follows:

In the first paragraph, add section 3319.46.

At the end, add the following sentence: “The School will adhere to the provisions agreed to in its Race to the Top Memorandum of Understanding (Phase II) with the Ohio Department of Education, including the requirement to adopt and implement comprehensive evaluation systems for principals consistent with the Ohio Principal Evaluation System (OPES) framework.”

The rest of Section 4.1 remains as originally written in the Contract.

3. **Article VI, Section 6.1.** After the grade and age range, add the following sentence: “The School may serve students who fall below the above-established age range, pursuant to its early enrollment and/or acceleration policies.” The rest of Section 6.1 remains as originally written in the Contract.
4. **Article VI, Section 6.3.** In the first paragraph, the second and third sentences are deleted. The rest of Section 6.3 remains as originally written in the Contract.
5. **Article VI, Section 6.4** shall be replaced in its entirety as follows:

“Academic Proficiency and Achievement Assessments. The School must administer all required statewide proficiency or achievement assessments and any other performance standards or assessments required by law, by the Ohio Department of Education, or recommended by Sponsor. The School must ensure that all such standards, requirements, and assessments are timely and properly administered, met, and completed. Any change in assessment or method of measurement of progress must be reported in writing to the Sponsor, along with the justification for the change. The School specifically acknowledges the closure provisions of R.C. 3314.35.

Academic goals, performance standards, measurement, and assessment are included in **Attachment 11.6.**”

6. **Article VI, Section 6.6.** R.C. 3314.06(A) is added the list of applicable exceptions. The rest of Section 6.6 remains as originally written in the Contract.

7. **Article VI, Section 6.8** is updated as follows:

The heading is replaced as “**Assuring Student Growth.**”

The first sentence is deleted.

The rest of Section 6.8 remains as originally written in the Contract.

8. **Article VI, Section 6.12.** At the end of subsection (c), add the following sentence: “If the School admits out-of-state students, it shall adopt a policy and tuition schedule.” The rest of Section 6.12 remains as originally written in the Contract.

9. **Article VIII, Section 8.1.** The following sentence is deleted: “Any classroom teacher hired on or after July 1, 2013 and employed to provide instruction in physical education must hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.” The rest of Section 8.1 remains as originally written in the Contract.

10. **Article IX, Section 9.1.** At the end, add the following sentence: “The School shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2).” The rest of Section 9.1 remains as originally written in the Contract.

11. **Article IX, Section 9.5.** At the end, add the following sentence: “Financial performance goals, standards, measurement, and assessment are included in **Attachment 11.6.**” The rest of Section 9.5 remains as originally written in the Contract.

12. **Article IX, Section 9.7.** In the first sentence, “all state per pupil foundation funds” is replaced with “the total amount of payment for operating expenses.” The rest of Section 9.7 remains as originally written in the Contract.

13. **Article XI, Section 11.5.** At the end, add the following sentence: “If the term of this Contract is longer than five years, the Sponsor will conduct a high-stakes review every five years.” The rest of Section 11.5 remains as originally written in the Contract.

14. **Article XI, Section 11.6** is replaced in its entirety as follows:

“**Performance Assessments, Standards, Goals, and Interventions.** Attachment 11.6 sets forth in detail (a) the performance assessment framework, (b) Sponsor technical assistance, interventions, and statutory consequences, and (c) the measurable and attainable goals upon which the School shall be evaluated by Sponsor. These performance measurement criteria supplement, but do not replace, alter, or limit Sponsor’s statutory rights and responsibilities, including but not limited to those of nonrenewal, probation, suspension, or termination of the Contract.”

15. **Article XI, Section 11.7** is updated as follows:

The heading is updated to read: **“Renewal and Non-Renewal of this Contract.”**

At the beginning of subsection (a), add the following paragraph: **“Renewal is conditioned upon the Sponsor’s determination that the School has satisfactorily complied with the applicable laws and this Contract, and that the School’s progress in meeting the academic, financial, and organizational goals stated in this Contract is satisfactory. The School shall submit an Application for Renewal for purposes of this determination.”**

The rest of Section 11.7 remains as originally written in the Contract.

16. **Article XI, Section 11.9.** At the end, add the following paragraph:

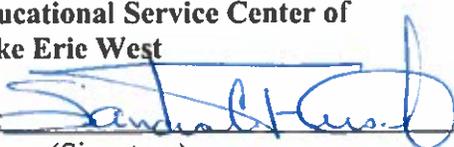
“If the Sponsor suspends the operation of the School pursuant R.C. 3314.03, this Contract shall become void if the Governing Authority fails to provide a proposal to remedy the conditions cited by the Sponsor as reasons for the suspension, to the satisfaction of the Sponsor, by September 30th of the school year immediately following the school year in which the operation of school was suspended.”

17. **Attachment 6.4** is removed.

18. **Attachment 11.6** is added.

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

Educational Service Center of Lake Erie West

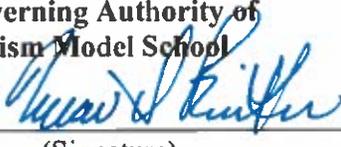
By: 
(Signature)

Its: Superintendent

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

Date: 3-23-15

Governing Authority of Autism Model School

By: 
(Signature)

Its: President

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

Date: 10-29-14

ATTACHMENT 11.6
PERFORMANCE ASSESSMENTS, GOALS, STANDARDS, AND INTERVENTIONS

The community school sponsor is responsible to provide oversight and technical assistance to the community schools that it sponsors. This attachment describes a comprehensive performance accountability and compliance monitoring system, and it provides the information that will be used in making rigorous and standards-based renewal, revocation, and intervention decisions. At the core of these decisions, the Educational Service Center of Lake Erie West (ESCLEW) considers the well-being and interests of the students served by the community school.

This attachment includes (a) the framework by which ESCLEW will assess the performance of the school, (b) the interventions and technical assistance that ESCLEW may utilize, and (c) the academic and non-academic performance goals of the school.

A. Performance Assessment Framework

The performance assessment details many items that ESCLEW will review in its oversight of the school. If an issue arises, ESCLEW may utilize intervention(s) listed in this attachment, including any technical assistance necessary to assist the school.

As a school concentrating in special education students, the School is expected to provide a learning environment that accomplishes the goals of the students in a manner superior to others. The Sponsor expects to see evidence of success for the special education population that exceeds progress in other environments, with methods that are innovative and effective in order to produce such success.

Overview – Areas of Assessment

- Mission and Vision Statements
- Governance
- Fiscal or Financial Matters
- Operations, Recordkeeping, Reporting, and Data
- Special Education and Other Diverse Learning Needs
- Academics

Mission and Vision Statements

- Clear and specific mission statement
- Relevant and compelling vision statement
- Evidence of progress in meeting mission and vision
- Evidence of mission-driven decision-making in policies, curriculum, and programming

Governance

- Effective governance and management structure
- Oversight of school management and evaluation of management team
- Maintenance of corporate status: good standing certificate, timely filing of statement of continued existence, adherence to Code of Regulations, maintenance of corporate record-keeping, proper corporate signatures
- Maintenance of Federal tax-exempt status: timely filing of Form 990s, IRS conflict of interest adherence, no evidence of violation of Internal Revenue Code Section 501(c)(3)
- Compliance with contractual terms: governance trainings, updated governing authority roster, conflict of interest policies
- Disclosure of conflicts, signing of conflict of interest policy, and abstentions in minutes
- Compliance with Open Meetings law, including sufficient minutes
- Balance of educational and financial reporting at meetings
- Informed decision-making and operational transparency
- Any other area of operations, compliance or performance of the Contract

Fiscal or Financial Matters

- Timely submission of financial documentation to Sponsor, including:
 - Balance sheet – statement of financial position
 - Income statement – statement of activities
 - Monthly budget to actual, including all revenue sources
 - Monthly separated grants reporting
 - Monthly enrollment reports
- Red flag financial concerns: significant changes in enrollment, significant changes in policy environment, loss of a particular revenue stream, facility changes, significant turnover in leadership
- Timely payment on all loans/debts
- Financial audit, including timely follow-up on findings and/or material non-compliance

- Solid business plan and clear evidence of capacity to carry out plan
- Sound management and competence in understanding of proper use of public funds
- Grounded in professional standards for sound financial operations and sustainability
- Consistency of financial reporting at governing authority meetings
- Other finance related compliance reports

Operations, Record-Keeping, Reporting, and Data

- Fair treatment, non-selective, and non-discriminatory access in admissions
- Fair and consistent treatment in discipline, with a focus on positive behavioral intervention supports
- Timely and accurate reporting to state data systems
- Appropriate attendance record-keeping and addressing excessive flagging
- Timely response to sponsor requests on interventions and routine compliance follow-ups
- Compliance with public records law, including trained public records officer
- Annual report with clear and accurate performance data

Special Education and Other Diverse Learning Needs

- Appropriate services for all students
- Appropriate access, education, support services and outcomes for students with special education and other diverse learning needs, including English language learners, migrant, and homeless students
- Compliance with policies and procedures for identification, evaluation, and referral of students with disabilities under IDEA and Section 504
- Compliance with all state and federal timelines and reporting requirements
- Proper due process notifications
- Appropriate discipline administration and discipline training for staff, including restraint, seclusion, and positive behavioral intervention supports

Academics

The School should be prepared to assess every measure listed below, and every component of every measure by data, in order to enhance targeted assistance. The School understands that, every year, additional measures and components will be added and graded and that an overall grade will be calculated starting in Fiscal Year 2015.

- **Graduation Rate** measures the percentage of students who entered in 9th grade and graduated 4 and 5 years later. Currently, Graduation Rate has a 4 year component (anything below an 84% will require targeted assistance) and a five year component (anything below an 85% will require targeted assistance).
- **K-3 Literacy** measures the improvement in reading for grades K-3. Currently, K-3 Literacy Improvement has one component, but may have more components in the future.
- **Prepared for Success** measures whether graduates are prepared for college or a career. Prepared for Success currently has one component, and it consists of College Admission Tests, Dual Enrollment, Industry Credentials, Honors Diplomas, and Advanced Placement and International Baccalaureate components.
- **Achievement** measures "absolute achievement." Achievement consists of the Performance Index (anything below a 70% will require targeted assistance). This assesses the achievement of every student (not just which students are proficient) and points are received for each level. The Achievement measure also consists of the Performance Indicators. The indicators show how many students have a proficient level of knowledge. Schools need to have 80% of their students reach proficient in order to meet an indicator. The indicators combine to show a letter grade and that letter grade must be a C, or 70% or more, to avoid targeted assistance.

- **Progress** represents the average annual level of improvement of each student. Its components consist of Value Added Overall, Gifted Students, Progress within the Lowest 20%, and Students with Disabilities (all must be greater than or equal to a -1 value added gain index in order to avoid targeted assistance).
- **Gap Closing** measures the narrowing of gaps in reading and math among subgroups of socio-economic, racial, ethnic, or disability. It is also called Annual Measurable Objectives (AMOs) (anything below a 70% will require targeted assistance).
- **Other Measures of Academic Success**, including:
 - Other assessments conducted by school (NWEA, etc.)
 - Ohio Improvement Process
 - Assessments and interventions required by Third Grade Reading Guarantee
 - Incorporation of Common Core analytic understanding
 - Mission-specific performance measures of academic success
 - Comparison of student performance data with data of the home district building to which students would otherwise be assigned (suggested, and required upon request)
 - Post-secondary readiness, if applicable

B. Technical Assistance, Interventions, and Statutory Consequences

The technical assistance and interventions listed below provide guidance and notice for the types of intervention that the Sponsor may take if the School fails to perform satisfactorily in the areas reviewed as through the performance assessment framework or if the School does not meet its contract goals. The Sponsor will make attempts to both streamline and customize interventions based on the School's operational structure and mission.

Many of the interventions listed below require the Sponsor to provide technical assistance. The Sponsor has attempted to limit financial cost to the School for other interventions in which the School must pay for the intervention. The School should budget for a certain amount of expense due to required performance interventions, programs to collect data, and staff to assess and analyze performance data, as well as increased staff for tutoring or cure of deficiencies.

All interventions will require follow-up, proof of cure, and adherence to cure. Typical interventions, remedies or cures imposed by Sponsor may be, but are not limited to the following:

Mission and Vision Statements Interventions

- Sponsor technical assistance in reaching the mission of the School and to assess the ability of the School to realize its mission, which may include aspects of culture, parent satisfaction, or other visions stated by the School in its Contract, curriculum, or programming
- Sponsor assessment of leadership with the Board or the administration and mutual plan to correct weaknesses in meeting mission
- Outside coaching or training, research, observations, or remedies to meet stated goals, at School's cost.
- Leadership training in area of desired goals and why they are not being reached or how to reach them more effectively, at School's cost
- Other tailored interventions based on the specific circumstances

Governance Interventions

- Sponsor technical assistance
- Targeted technical assistance in procedure, minutes, motions, notices, or similar governance matters
- Workout session held by Sponsor
- Recommendations of Sponsor to be followed by Board as to dysfunctions and options for resolving them
- Review and required changes of Code of Regulation, governance policies, or other rules or practices affecting governance
- Clear guidance written into policy and adherence to guidance, as to roles and responsibilities
- Required replacement of absenteeism or members hampering business or quorum
- Required agreement of Board to dismiss board member or officer violating policy, law, procedure, rules, the Code, or other customary good governance precepts
- Training using trainer suggested by or acceptable to Sponsor, at School's cost
- Other tailored interventions based on the specific circumstances

Fiscal or Financial Matters Interventions

- Sponsor technical assistance
- Enhanced and more accurate financial reports required, such as additional financial documentation, debt- to- asset ratios, cash flow analyses, requirements of debt to service coverage ratios, enrollment variances and withdrawal frequencies, requirements of minimum unrestricted cash, and increased transparency enhancements for analytical purposes
- Compliance plans for recurring or material findings

- Contingency plans addressing potential funding shortfalls or other disruptive events
- Finance committee or finance expert on the board
- Pre-audit exercise with qualified Treasurer consultant, at the School's cost.
- Independent training, at the School's cost
- Other tailored interventions based on the specific circumstances

Special Education and Other Diverse Learning Needs Interventions

- Sponsor technical assistance, including but not limited to Sponsor audit of files
- Legal review of practices and procedures targeted to issues discovered, at School's cost
- State audit of files and State training, at School's cost (if any cost required)
- Training, at the School's cost
- Independent Audit, at the School's cost
- Other tailored interventions based on the specific circumstances

Academic Interventions

- Sponsor technical assistance
- Targeted assistance by the Sponsor as defined below
- Face to face meetings and increased reporting to Sponsor on progress
- Checklists, plans to cure, and periodic data reporting
- Revisions to the Ohio Improvement Plan
- Required academic or professional assistance
- Parent Engagement to support students in academics, attendance, and curriculum
- Curriculum Mapping
- Study of Ohio's New Learning Standards and or the Next Generation of Assessments in Ohio
- OTES and OPES evaluations of staff
- Required training on the Ohio report card indicators or components
- Targeted coaching, at the School's cost
- Targeted tutoring before or after school and/or weekends, at the School's cost

Targeted Academic Interventions and Assistance

Reports on academic data for all measures and components of the Ohio Local Report Card will be required and submitted to Sponsor by October 15 of each school year. A meeting will be required yearly (between October 1 and December 15) between the Sponsor and the School's chief academic officer or administrator(s) to assess the readiness of the School to collect data, assess data, cure weaknesses, and report to the Sponsor. If the School is not fully prepared for this meeting, the School may be subject to some level of discipline.

Any D or F in any measure, or any relative weakness in a component or measure, will require targeted intervention. The first step of that intervention will be the School's submission of all data which make up the measure, or components of that measure, and which components have caused the grade of a D or F. The School must list each component with all proof of accurate data to support it, and the School must report quarterly on academic data for measures and components identified as weaknesses.

All academic interventions will require a thorough understanding of weaknesses, based on data and tools recommended by Sponsor, a thorough understanding of in which measure and which component within a measure the weakness occurs, and a targeted plan to cure that particular weakness or those weaknesses, whether it be Graduation Rate, K-3 Literacy Improvement, Prepared for Success, Achievement, Progress or Gap Closing, or any other measure now assessed or required to be assessed in the future.

Each plan to cure the weaknesses will require bi-monthly reporting to the Sponsor with a narrative as to how the plan is achieving progress. Should the plan be showing lack of progress, after two months of data, the plan will be re-evaluated and changed, with either additional interventions or supplements to the existing interventions.

Comments on Statutory Consequences

A non-renewal may occur in accordance with any cause allowed by Chapter 3314 of the Ohio Revised Code (Code) or the Contract.

Probation may be used for any cause allowed by the Code, including but not limited to:

- Untimely submissions or lack of cooperation in submissions required by the State or the Sponsor for two or more times per year, or for over five business days
- Lack of compliance with laws or the Contract
- Lack of progress on academics
- Any fiscal matter of any level of risk
- Governance, administrative, or minor financial issues that can be adequately corrected by a Plan to Cure acceptable to Sponsor
- Potential or actual ethics or conflicts violations

Suspension, which may lead to termination, is more likely to be used for matters such as, but not limited to:

- Health or safety matters
- Consistent lack of progress on academics
- Money owed to the State or its agencies, vendors, or the Sponsor that is delinquent, overextended, or may or does render insolvency
- Inability to make payroll
- Undisclosed debt or obligations
- Lack of accuracy in or misrepresentation, cheating, or fraud in any reporting figures, data, or testing results that is not corrected within timeframes allowed by law or which create financial, reputational, governance or academic risk
- Other matters of noncompliance, the magnitude or risk of which may be assessed by Sponsor as good cause or allowed by the Code
- Uncorrected or actual ethics or conflict violations
- Inability to meet, or lack of progress in meeting, the terms of the Contract, the laws, rules, regulations or requirements, or the reasonable requests of Sponsor geared to correct deficiencies

Permanent closure under ORC 3314.35 or 3314.351 will occur under the following circumstances:

- For schools with grades no higher than 3, for two of the past three years, the school has either been in academic emergency, received an F in improving literacy in grades K-3, or received an overall F.
- For schools with grades 4-8, but no higher than 9, for two of the past three years, the school has either been in academic emergency and not met value-added growth, received an F for the performance index score and an F for value-added progress, or received an overall F and an F for value-added progress.
- For schools with grades 10-12 that are not drop-out recovery schools, for two of the past three years, the school has either been in academic emergency, received an F for the performance index score and not met AMOs, or has received an overall F and an F for value-added progress
- For drop-out recovery and prevention program schools, for two of the past three years and beginning on July 1, 2014, the school received a designation of "does not meet standards."

Currently, schools in which a majority of the enrolled students are children with disabilities receiving special education and related services are exempt from statutory closure.

C. School-Specific Performance Goals and Measures

This section of Attachment 11.6 provides school-specific academic and non-academic goals and performance measures. The school recognizes that these goals may be revised if the make-up of the school significantly changes or if the standards by which the school is judged by the state change. Schools should include goals for each year of the contract or up to five years. If a school has a contract length of longer than five years, a high-stakes review and goal evaluation will be performed after five years, and the school recognizes that it will re-assess goals at that time, if not sooner.

Academic Performance Goals

Performance Area	Metrics	Goal(s)
Achievement	Proficiency Level Indicators: Percentage of students scoring at or above proficient, by grade and subject; Local Report Card grade, percent, and number of indicators met	AMS, SST1, and RttT NW Ohio have worked together over the past year to address the need for recognition of AMS's unique population. The formal RttT 5 th year work plan is attached to address the issues of Achievement, Progress, Gap Closing, Graduation Rate, K-3 Literacy Improvement, Prepared for Success, and Student Performance.
	Performance Index: Local Report Card grade, score, and/or percent increase from previous year	See Achievement goal and attachment.
Progress	Local Report Card grade and value-added progress scores, by subgroup, grade, and subject	See Achievement goal and attachment.
Gap Closing	Local Report Card Annual Measurable Objectives grade and percentages, by subgroup and subject	See Achievement goal and attachment.
Graduation Rate	Local Report Card grade and percentages for four- and five-year graduation rates	The Autism Model School encourages students to stay until their 22 nd birthday as needed. This issue will be addressed along with the other RttT work plan issues during FY 2015.
K-3 Literacy Improvement	Local Report Card grade, percentage of students achieving or exceeding targeted gains, 3 rd grade reading guarantee diagnostics and assessments	See Achievement goal and attachment.
Prepared for Success	Local Report Card component grade, percentage of students scoring at each performance level	See Achievement goal and attachment.

Student Performance	Other valid and reliable assessments as indicated in Attachment 6.4	See Achievement goal and attachment.
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Non-Academic Performance Goals

Performance Area	Measure(s)	Goal(s)
Attendance	Attendance levels as measured by the Local Report Card, school's attendance system	AMS maintains an attendance rate of greater than or equal to 90% attendance by all students with the exception of approved absences.
Post-Secondary Enrollment		See RttT work plan.
Mission Statement		Reviewed annually.
Parent Satisfaction		100% of parents will rate satisfaction survey questions acceptable on more that 75% of questions.
Financial Performance and Sustainability		AMS maintains reserve deposits worth two months of expenses.
Governing Board Performance		One hundred percent of governing board members meet board training requirements within one month of appointment.
Other School-Specific Goals		

No Cost Extension Year 5 Work Plan Submission Form

Proposed Activity

RELATED APPLICATION AREA

- Application Area A: Transformation Team/Transparent Communication
- Application Area B: Standards and Assessments
- Application Area C: Data Systems to Support Instruction
- Application Area D: Great Teachers and Leaders
- Application Area E: Turning Around Ohio's Lowest-Achieving Schools

ACTIVITY DESCRIPTION

Since the Autism Model School has a unique population, it is important to include external stakeholders to determine the extent that Ohio Report Card accountability measures, and the Ohio Improvement Process rules and consequences apply. Therefore, in collaboration with other similar schools, outreach will occur to ODE regulations, school attorneys, and legislative parties to increase an understanding of the distinctive needs of the school so that exceptions to existing rules and legislation may be proposed.

STRATEGY/PERFORMANCE INDICATORS

A coalition will be formed of external stakeholders to establish a plan of action. Outcomes will include:

- Identifying a list of schools with populations similar to the Autism Model School that are interested in collaborating in this effort,
- Developing list of regulations that hinder or do not apply to schools with populations such as the Autism Model School,
- Drafting proposed changes to rules and regulations that would provide alternate accountability measures,
- Meeting with legislators and ODE personnel to propose changes.

ACTIVITY RATIONALE

The Autism Model School does not want to be excluded from accountability measures, but would like to propose ones that are more appropriate to its population.

PROPOSED BUDGET

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MODIFICATION NO. 1
TO
OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West ("Sponsor" or "ESCLEW")
AND
Autism Model School ("Governing Authority" OR "School")

WHEREAS, the ESCLEW and the Governing Authority entered into an amended and restated Community School Contract ("Contract") effective on July 1, 2012; and

WHEREAS, the ESCLEW and the Governing Authority agree to the following modifications, which shall be effective on July 1, 2013;

NOW THEREFORE, the parties modify the Contract as follows:

1. **Article II, Section 2.1.** The third sentence is updated to read: "Unless otherwise permitted by law, no Director shall serve on the board of more than four other community schools in the State of Ohio."

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

2. **Article II.** At the end, add a new section as follows:

"Section 2.8. Annual Contract Review. The Governing Authority agrees to meet with the Sponsor annually to review terms and requirements of this Contract and shall reserve at least one half hour at a Governing Authority meeting for that purpose."

3. **Article IV Section 4.1** is updated as follows:

In the first paragraph, remove 2313.18 and include sections 2313.19, 3313.539, 3313.609, 3313.6411.

At the end, add the following paragraph: "If the School is a recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009," the School will pay teachers based on performance in accordance with section 3317.141 and will comply section 3319.111 of the Revised Code as if it were a district."

The remainder of Section 4.1 remains as originally written in the Contract.

4. **Article V, Section 5.1** shall be replaced in its entirety as follows:

"5.1 Location of Facilities. The facility to be used for the primary location of the community school will be maintained at **3020 Tremainsville Road, Toledo, Ohio 43613.** The School may not open an additional facility without the prior approval of Sponsor and modification of this Contract. The School agrees to comply with all laws, rules, and regulations concerning multiple facilities.

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5.2 **Lease or Mortgage Payments.** If any School facility has been or will be leased, a copy of the fully executed lease must be provided to the Sponsor within three (3) business days of its execution. If any School facility has been or will be purchased by the School, a copy of the contract of sale and related documents must be provided to the Sponsor within three (3) business days of execution, and, after purchase, a copy of the recorded conveyance documents must immediately be provided to the Sponsor. Any lease or use of any School facility must be documented in writing. The facility will not be changed without prior written notification to the Sponsor. Any lease or mortgage payments must be consistent with the budgets given to and approved by Sponsor. In any change of facility, the Sponsor, at its sole discretion, but without obligation to do so, may request maps, plans, revised budgets showing adequate service of the debt and reserves for maintenance or repairs, and/or attorney, accountant, or financial consultant assurances or opinions regarding structure, financing or otherwise. Sponsor may object to location of a proposed facility based on a business reason or an otherwise reasonable basis, but is not obligated to control or direct the marketing or facilities decisions of the School. The Sponsor shall not be liable for the debts obligations, or business of the School, but may request any information Sponsor deems necessary to assess adequate planning for facilities.”

5. **Article V, Section 5.2** is renumbered as **Section 5.3**. The language of the Section remains as originally written in the Contract.

6. **Article VI, Section 6.8** shall be replaced in its entirety as follows:

“**Assuring Adequate Yearly Progress and Value-Added Growth.** If the School does not make Adequate Yearly Progress and/or meet state standards for value-added on the Ohio Local Report Card, the School shall develop a school-wide plan of intervention and submit the plan to Sponsor for approval. The School shall also develop a plan of intervention for each student not found proficient or who has not made a year’s growth under value-added standards, and shall make such plans available for review by Sponsor.”

7. **Article VI, Section 6.11.** The first sentence of the Section is replaced as follows: “Prior to graduation, the **School** shall send its list of graduates to **Sponsor**.” The remainder of Section 6.11 remains as originally written in the Contract.

8. **Article VI, Section 6.13.** The last sentence is removed. The remainder of Section 6.13 remains as originally written in the Contract.

9. **Article VIII, Section 8.1.** At the end, add the following sentence: “Any classroom teacher hired on or after July 1, 2013 and employed to provide instruction in physical education must hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.”

10. **Article IX, Section 9.3** shall be replaced in its entirety as follows:

“**Fiscal Licensure.** Prior to assuming the duties of fiscal officer of the School, the fiscal officer shall be licensed as provided for in R.C. 3301.074. The licensure is attached as **Attachment 9.3**. Any updates or changes to the fiscal licensure must be sent to the Sponsor within five (5) business days.”

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11. **Article IX, Section 9.4** shall be replaced in its entirety as follows:

“Fiscal Bond. The School’s fiscal officer shall execute a bond in an amount and with surety to be approved by Sponsor, payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the School’s fiscal officer. The bond shall be deposited with and certified by the Governing Authority, and a copy thereof filed with the county auditor. A copy of the fiscal officer bond is contained in **Attachment 9.4**. Any updates or changes to the bond shall be sent to the Sponsor within five (5) business days.”

12. **Article IX, Section 9.7** shall be replaced in its entirety as follows:

“Payment to Sponsor for Oversight. For and in consideration of one and one-half percent (1.5%) of all state per-pupil foundation funds received by the School from the State of Ohio (but only up to 3% of such funds unless otherwise allowed by law), the Sponsor shall provide the oversight required by law, at the inception of this Contract. Beginning on July 1, 2015, this percentage will automatically increase to two percent (2%) of such funds. Payments to the Sponsor shall be made by monthly automatic transfer to the general fund of the Sponsor, and the School agrees to sign documentation necessary to accomplish the same.

At the inception of this Amended and Restated Contract, the oversight fee will remain at 1.5%, and it will increase to 2% on July 1, 2015, as outlined above. Beginning eighteen (18) months thereafter, the ESCLEW reserves the right to increase the fee upon not less than sixty (60) days prior written notice, for not more than 0.5% each increase, at any rolling 18-month interval during the term of this Contract, provided the total oversight fee shall never exceed statutory limits (currently 3%).

However,

1. It shall not be mandatory for the ESCLEW to raise any oversight fee;
2. Nothing shall prohibit the ESCLEW from raising the oversight fee to any increment below 0.5% of the last fee amount, and
3. Should the laws, rules, or regulations change to increase oversight fees or regulate how or from whom they are paid or otherwise, this Contract shall be amended to comply with such laws at the Sponsor’s written request and, the School agrees to automatically comply with such new rules even without such amendment, at the Sponsor’s written request.”

13. **Article XI, Section 11.9** shall be replaced in its entirety as follows:

“Suspension. The Sponsor may suspend operations of the School if (a) conditions of the School do not comply with a health and safety standard established by law for school buildings; or (b) for (1) failure to meet student performance requirements stated in this Contract; (2) failure to meet generally accepted standards of fiscal management; (3) violation of any provision of this Contract or applicable state or federal law; or (4) other good cause, if Sponsor first sends a written notice of intent to suspend explaining the reasons and provides the Governing Authority with five (5) business days to submit a remedy, and either promptly reviews and disapproves the proposed remedy, or the Governing Authority fails to submit a remedy or fails to implement the remedy.

Once the School is suspended, it must cease operations on the next business day and immediately send notice to all School employees and parents stating that the School is suspended and the reasons therefore. The School again has an opportunity to submit a proposed remedy within five (5) business days. The School may not operate while the suspension is in effect, and any such suspension shall remain in effect until Sponsor notifies the Governing Authority that it is no longer in effect. At all times during suspension, the School remains subject to nonrenewal or termination proceedings, in accordance with the law."

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

**Educational Service Center
of Lake Erie West**

**Governing Authority of
Autism Model School**

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Its: Superintendent

Its: President, BOD
(Title)

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

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

Date: 6/28/13

Date: 6-25-13

MODIFICATION NO. 1
TO
OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West ("Sponsor" or "ESCLEW")
AND
Autism Model School
("Governing Authority" OR "School")

WHEREAS, ESCLEW was formerly known as the Lucas County Educational Service Center; and

WHEREAS, ESCLEW and the Governing Authority entered into a Community School Sponsorship Contract ("Contract") that was effective on July 1, 2012; and

WHEREAS, ESCLEW and the Governing Authority agree to the following modifications;

NOW THEREFORE, the parties modify the Contract as follows:

1. **Article V, Section 6.1.** The third sentence is updated to read as follows:

"The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff), or 130 students, whichever is less."

The remainder of Section 6.1 shall remain as originally written in the Contract.

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

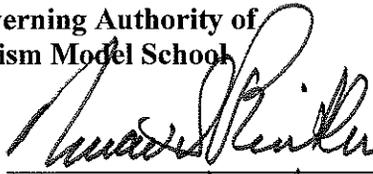
Educational Service Center of Lake Erie West

BY: 

ITS: Superintendent

DATE: 8/30/12

**Governing Authority of
Autism Model School**

BY: 

ITS: President

DATE: August 28, 2012

- 1.4 **Tax Exempt Status.** The **School** may, but is not required to, qualify as a Federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. Should the **School** so qualify, a copy of its federal tax exempt status determination letter must be forwarded to the **Sponsor**. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within three (3) business days after notice to the **School**, with a copy of any documentation and official/governmental notices or letters.
- 1.5 **Corporate Documents.** Attached as Attachment 1.5 are the Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Employer ID Number, Code of Regulations, IRS Determination Letter (if any), Mission Statement and Organizational Chart of the **School**. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** within three (3) business days of the effective date of such changes, along with a copy of all documentation and filings.
- 1.6 **Prior Status.** The **School** was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the **Sponsor** may terminate this Contract.
- 1.7 **Sponsor.** The **Sponsor** shall carry out the responsibilities established by law, including:
- (a) Monitor the **School's** compliance with the laws applicable to the **School** and with the terms of this Contract;
 - (b) Monitor and evaluate the academic and fiscal performance and the organization of the **School** on at least an annual basis, and, if applicable, if **Sponsor** so elects under R.C. 3314.35(E) or 3314.36(D), the **Sponsor** may also evaluate the academics of the **School** for a period of at least three school years as described in Attachment 1.7(b), and provide the results of this evaluation to the Ohio Department of Education and the parents of students enrolled at the **School**;
 - (c) Provide reasonable technical assistance to the **School** in complying with this Contract and with applicable laws (provided, however, **Sponsor** shall not be obligated to give legal advice to the **School** (*See 2.7 below*));
 - (d) Take steps to intervene in the **School's** operation to correct problems in the **School's** overall performance, declare the **School** to be on probationary status pursuant to R.C. 3314.073, suspend operation of the **School** pursuant to R.C. 3314.072, or terminate or non renew this Contract pursuant to R.C. 3314.07, as determined necessary by the **Sponsor**; and
 - (e) Establish and/or require a plan of action to be undertaken if the **School** experiences financial difficulties or closes before the end of the school year. Such plan or requirements for such plan shall be set out by the **Sponsor** as and when financial difficulties arise in a customized tailored manner to address the source of difficulties.

- (f) Report on an annual basis the results of the evaluation conducted under division 1.7(b) above, to the department of education and to the parents of students enrolled in the community school.

ARTICLE II
Governing Authority/Administration

- 2.1 **Governing Authority Members.** Attached as Attachment 2.1 are the names, home or work addresses (not the address of the **School**), home, work and cellular telephone numbers, and electronic mail addresses of the current members of the **School Governing Authority** and a description of the process by which the members of the **School Governing Authority** shall be selected in the future. The **School Governing Authority** (its Board of Directors "Directors" or "Board") must contain at least five Directors. No Director shall serve on the board of more than one other community school in the State of Ohio. The **Sponsor** shall be promptly notified of any changes in members in writing (members or Directors of the Board) including names, notices of new names, addresses, e-mail and telephone numbers, within three (3) business days of such change. No present or former member, or immediate relative of a present or former member, of the Board of Directors of the School shall be an owner, employee, or consultant of the School's Management Company or operator, unless at least one year has elapsed since the conclusion of the member's service on the Board.
- 2.2 **Training of Governing Authority Members.** All Board members new to this **School's** Board will be required to go through a minimum of five (5) hours of Board training within three (3) months of being elected or appointed to the Board. Such training must be approved by the **Sponsor**. All Board directors or officers are required to obtain a clean BCI&I and FBI background check before the effective date of the member's term. The **School** shall obtain written consent from each Board member to give the background check to the **Sponsor**. The ESCLEW shall have adequate prior written notice of all regular and special meetings, be copied with all agenda, packets, handouts and minutes of all meetings of the Board of Directors or its committees. Sponsor must receive a hard copy notice and telephone call invitation to all special meetings at least 24 hours prior to such meeting, or, as soon as scheduled, whichever comes first. The ESCLEW representative shall be invited into executive sessions unless the session involves a legal dispute with the ESCLEW.
- 2.3 **Chief Administrative Officer.** The Chief Administrative Officer of the **School** will be called the _____ Director _____ (principal, _____ director, administrator, etc.). At the inception of this Contract, the position will be held by Mary Walters. Any change in the identity and/or role of the Chief Administrative Officer shall be reported within three (3) business days to the **Sponsor**, along with that person's recently completed criminal background check and resume.

School _____ By MW initials ESCLEW By [Signature] initials

- 2.4 **Cooperation with Sponsor Oversight.** The **School Governing Authority** and administration covenant and agree to cooperate fully with the **Sponsor** in all activities as required by regulations of the Ohio Department of Education for oversight of the **School**. This includes, but is not limited to:
- Annual file up-date per checklist as set out by the **ESCLEW**.
 - Preliminary site visit and certification of letter of assurances at least 12 days prior to the first day of school and at all times thereafter as determined necessary by the **Sponsor**.
 - Monthly reviews of financials and enrollment records.
 - Other appropriate requests for information from the **Sponsor**, the Ohio Department of Education or other applicable governmental agencies.
 - Timely submit all required or requested data into the **ESCLEW/AOIS** document management system.
 - Maintain daily attendance sheets, signed and verified by the teacher and Principal of the **School**.
 - Maintain high school drop-out recovery status (if applicable) and comply with all current and future rules, regulations and assessments associated with such status.
- 2.5 **Power of Attorney.** The **School Governing Authority** hereby grants to the **Sponsor**, a power of attorney to carry out all provisions of applicable law and this Contract on behalf of the **School Governing Authority**, should it become necessary in the **Sponsor's** sole opinion, and, subject to Ohio Open Meetings law, to appoint a new Board of Directors (all but one must be unrelated to **Sponsor**) for cause or for breach of this Contract, to all extents permissible by law. The **School Governing Authority** confirms its consent to this power by signing below, and shall execute and deliver to the **Sponsor** all agreements, and other documents that the **Sponsor** reasonably shall deem necessary or appropriate to comply with this subparagraph. Upon any failure by the **School Governing Authority** promptly to comply with the requirements of this subparagraph, the **Sponsor** shall be entitled to an order of specific performance from a court of law, ordering the **School Governing Authority** to comply. In addition, any failure by the **School Governing Authority** promptly to comply with the requirements of this subparagraph shall be good cause for termination of this Contract. **In order to effectuate this provision, the Code of Regulations of the School must contain a provision allowing the Sponsor to appoint (non Sponsor related) Directors, and/or dismiss any Directors, if the Sponsor deems necessary at its discretion.**
- 2.6 **General Training.** The **School** administrator, or appropriate representative, shall participate regularly in training provided by the **ESCLEW** and by the Ohio Department of Education, or the approved or affiliated organization of any of the preceding entities.
- 2.7 **Technical Assistance and Training by Sponsor.** The **Sponsor** may provide technical assistance and training to the **School** and its staff at such times and to the extent that the **Sponsor** deems appropriate or as the then current law requires. The **School Governing Authority** or its administrators have an obligation to attend training and receive technical assistance at the direction of the **Sponsor**.

ARTICLE III
Operations

- 3.1 **Student Transportation.** The **School's** plan for transportation of students is provided in Attachment 3.1. The **School Governing Authority** will work to assure that transportation of students is provided in accordance with all laws, rules and regulations, including to and from career technical programs.
- 3.2 **Management by Third Parties.** If the **School Governing Authority** enters into any contract for management or operation of the **School** and its curriculum and operations, such fully executed contract must be attached as Attachment 3.2. Any changes in the management company or contract shall require prior written approval of the **Sponsor** and incorporation as Attachment 3.2. If the management company provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, then the management company must provide a detailed accounting of the nature and costs of the services it provides to the **School**, acceptable to the Auditor of the State of Ohio. If at some point **Sponsor** deems, at its discretion, that due to mismanagement, governance, or performance, another company is necessary, **Sponsor** may require **School** to interview, select and enter into an agreement for such services and such management agreement must be approved by **Sponsor**. Any management agreement with the **School** must allow the **Governing Authority** to have its own legal counsel, paid for by the revenues of the **School**, should the **School** and management company be adverse to each other with any particular matter.
- 3.3 **Non-Sectarian.** The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
- 3.4 **Technology Plan.** The **School** must have a state-approved technology plan within sixty (60) days of execution of this Contract and complete the filing procedures for E-tech Ohio or any successor thereof on or before the next applicable deadlines. All technology plans must be updated and submitted as required by law, rule or regulation.
- 3.5 **Disposition of Assets.** In the event that this Contract is a) suspended and terminated or b) not renewed and not reassigned to or sponsored by another authorized sponsor, or c) the **School** dissolves, the operation of the **School** will cease as a community school. The following requirements and procedures apply regarding the **School Governing Authority** and the **School**.
- 3.5.1 After paying or adequately providing for the payment of all known obligations of the corporation, the Directors shall distribute the remainder of the assets as follows:
- (a) Assets held upon condition requiring return, transfer, or conveyance, which condition shall have occurred by reason of the dissolution or otherwise, shall be returned, transferred or conveyed in accordance with such requirements;

(b) In the case of a public benefit corporation:

(i) Assets held by it in trust for specified purposes shall be applied so far as is feasible and in accordance with the terms of the trust,

(ii) The remaining assets not held in trust shall be applied so far as is feasible towards carrying out the purposes stated in the **School's** articles,

(iii) In the event and to the extent that, and in the judgment of the directors, it is not feasible to apply the assets provided in above clauses (a) and (b), the assets shall be applied as may be directed by the court of common pleas and the county and this state in which the principle office of the corporation is located.

3.5.2 In applying the principles stated above, adherence to R.C. 3314.074(A) and (B) should be respected to the fullest extent not in conflict with the above.

3.5.3 The School shall comply with and cooperate with the closing requirements summarized on Attachment 3.5.3 and all other required procedures, including any Ohio Department of Education Closing Procedure Guidance at the pertinent time.

3.6 **Commencement of School Operations.** The School shall open for operation not later than September 30th of each school year, unless the mission of the School is solely to serve dropouts. If the **School** fails to open within eight (8) months after the execution of this Contract, this Contract may be deemed void in a writing sent by **Sponsor**.

3.7 **Policies and Parent Surveys.** The School shall send to **Sponsor**, copies of policies and handbooks, a parent involvement policy, and any parent survey measuring parent satisfaction with the operation of the School.

ARTICLE IV **Compliance With Laws**

4.1 **Compliance with Laws.** The **School** shall comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.18, 3301.0710, 3301.0711, 3301.0712, 3301.0714 (as stated in 3314.17), 3301.0715, 3313.472, 3313.50, 3313.536, 3313.608, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.643, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.80, 3313.801 (as if the school were a district), 3313.814, 3313.816, 3313.817, 3313.86, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3321.01, 3321.041, 3321.13-.14, 3321.17-.191, 3327.10, 4111.17, 4113.52 and 5705.391, Chapters 117., 1347., 1702., 2744., 3307, 3309, 3314., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code as if it were a school district. Unless prohibited by the United States Constitution, the Ohio Constitution, or other controlling law, the **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory, are permissive, unless otherwise

aligned with Ohio Content Standards. The ESCLEW specifically authorizes “Learning Opportunities” to include educational opportunities provided by the School during suspension or expulsion of the School’s students, if provided for by the School’s own policies. “Learning Opportunities” shall also include any opportunities provided for in a Credit Flex program of the School or as described on Attachment 6.3.

- 6.4 **Achievement Tests, Value-Added Assessments, Other Assessments and Standards.** The performance standards (requirements) and assessments which shall include statewide proficiency or achievement tests and any other standards and/or assessments required by law or recommended by the **Sponsor**, must be timely and properly administered, met and completed. Initial performance standards/requirements are attached as Attachment 6.4. The School shall also be evaluated based upon state standards. State standards shall be met by the **School** and may be changed from time to time by the Ohio Department of Education. In addition to the required testing, the **School** must assess and keep benchmarks acceptable to the **Sponsor**, of all students, in order to provide guidance for the **Sponsor** to review yearly progress. Such assessments and intended benchmarking are identified on Attachment 6.4. No assessment tools may be changed without notification to the **Sponsor**, which shall contain the justification for the change. The **School** specifically acknowledges the closure provisions of the Ohio Revised Code section 3314.35.
- 6.5 **Racial and Ethnic Balance.** The **School** will attempt to achieve and attempt to continue, as the case may be, racial and ethnic balance reflective of the community it serves by doing each of the items recited in Attachment 6.5. Notwithstanding the admissions procedures of the School, in the event that the racial composition of the enrollment of the **School** is violative of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order.
- 6.6 **Tuition.** Subject only to any applicable exception pursuant to section 3314.26 of the Ohio Revised Code, tuition in any form shall not be charged for the enrollment of any student. Nothing in this section prevents reasonable activity or class fees as allowed by law, or the **School’s** engaging in voluntary fund-raising activities or the School’s ability to otherwise charge tuition or fees if expressly allowed by applicable statute.
- 6.7 **Suspension and Expulsion Policies.** A policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto is included in Attachment 6.7. The **School’s** policy and practices pursuant to the policy shall comply with the requirements of sections 3313.66, 3313.661, and 3313.662 of the Ohio Revised Code. Those policies and practices shall not infringe upon the rights of handicapped students as provided by state and federal law, and, the **School** must also maintain a separate policy for the discipline of students receiving special education services (also in Attachment 6.7).
- 6.8 **Assuring Adequate Yearly Progress.** The **School** shall develop a plan of intervention for all students not found proficient or not making adequate yearly progress, and submit it to the **Sponsor** for approval.

- 6.9 **Disabled Students.** Upon admission of any disabled student, the **School** shall comply with federal and state laws regarding the education of handicapped students. The **School** shall provide all necessary related services, or, the **School** may contract for related services if it provides documentation to **Sponsor** identifying the providers, along with the plan to provide related services, the provider's qualifications, experience and reputation.
- 6.10 **School Closure.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **School Governing Board** fails to continue until the end of the approved school year or is otherwise suspended or terminated. Provided however, **Sponsor** may suspend the operations or terminate the contract as otherwise indicated by law. The **School Governing Authority** and its administration takes sole responsibility for the ODE closing procedures listed in Attachment 3.5.3 and indemnifies, shall defend and hold harmless the **Sponsor** for all performance thereof.
- 6.11 **High School Diplomas.** Within two (2) business days from when **School** receives its information of which students passed all required tests for graduation, the **School** shall send its list of graduates to **Sponsor**. **Sponsor** shall be invited to all graduation ceremonies. The **School** shall comply with the requirements of the Ohio Core Curriculum and/or allowable waivers thereof. If the **School** is a high school awarding a diploma, the **School** shall comply with sections 3313.61 and 3313.611 of the Ohio Revised Code except that, by completing the curriculum adopted by the **School Governing Authority** the student will be deemed to have met the requirement that a person must successfully complete the curriculum specified in Title 33 of the Ohio Revised Code. Provided, however, beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in sections 3313.61 and 3313.611 [3313.61.1] of the Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of section 3313.603 [3313.60.3] of the Revised Code, unless the person qualifies under division (D) or (F) of that section. Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, adopted by the state board of education under division (J) of section 3313.603 [3313.60.3] of the Revised Code.
- 6.12 **Admissions Policy.** The admissions and enrollment procedures of the **School** are attached hereto as Attachment 6.12 and shall be followed and may not be changed without the prior written consent of the **Sponsor**. At a minimum, the admission procedures at all times must:
- (a) specify that the school will not discriminate in its admission of students to the school on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude [If the **School** limits admission to "at-risk" See (b) below];

- (b) be open to any individual entitled to attend school in the State of Ohio pursuant to section 3313.64 or section 3313.65 of the Ohio Revised Code, except that admission to the school may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of “at-risk” that the parties to this Contract agree upon and/or; (iii) residents of a specific geographic area that the parties to this Contract agree upon.

If the number of applicants meeting admission criteria exceeds the capacity of the **School’s** programs, classes, grade levels or facilities, students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and may be given to eligible siblings of such students. The lottery may be conducted by the **Sponsor**.

- (c) If admissions is limited to providing simultaneous special education and related services to a specified number of students identified as autistic, and regular education programs to a specified number of non-handicapped students, then the target ratio of the number of autistic students to non-handicapped students in the **School’s** population shall be N/A ; the total number of autistic students to be enrolled in the **School** shall be N/A ; the total number of non-handicapped students to be enrolled in the **School** shall be N/A . Specify “N/A” if not applicable, here N/A .

- (d) The **School** shall adopt a policy regarding the admission of students residing outside the district in which the **School** is located, which shall comply with the administrative procedures specified herein and shall either permit the enrollment of students who reside in districts adjacent to the district in which the **School** is located or permit the enrollment of students who reside in any other district in the state. Such a policy is included in Attachment 6.12.

6.13 **Attendance Policy.** Attachment 6.13 must also include the **School’s** Attendance and Truancy Policies, as well as procedures for automatic withdrawal if a student misses 105 consecutive hours of learning opportunities. Attendance must be itemized and verified daily by the applicable teacher(s).

6.14 **Internet or Computer-Based Community Schools.** The **Governing Authority** and **School**, if an internet or computer-based community school shall comply with the requirements in Attachment 6.14.

ARTICLE VII
Reporting

7.1 **Annual Report.** The **School Governing Authority** shall submit not later than October 30 of each year to the **Sponsor** and to the parents of all students enrolled in the **School**, or any other statutorily required parties, its financial status, and the annual report of its activities and progress in meeting the goals and standards of this Contract, its activities and standards.

- 7.2 **Reports to Sponsor.** The **School Governing Authority** shall report to the **Sponsor** the following on or before the day set by statute, rule or regulation, or, by the **Sponsor**, all information or documents required under applicable law, including but not limited to:
- (a) that information required under R.C. 3314.08(B)(2)(a)-(i); and
 - (b) the number of student suspensions and expulsions and the number of students suspended and expelled; and
 - (c) the number and names of students withdrawn; and
 - (d) annually, or at the request of **Sponsor**, any event, occurrence or circumstance that could reasonably have a material adverse effect on the operations, properties (both real or personal), assets, condition (financial or otherwise), enrollment, prospects or reputation of the **School**, including but not limited to notice of breach of this Contract; breach, claimed default or violation of any covenant or term of any loan or contract with a third party; failure to maintain in good standing its non-profit corporate charter or its tax exempt status; failure to comply with any conditions of permits, licenses, certificates or other regulatory or similar obligations; threats of or claims for lawsuits, actions, investigations, arbitrations or mediations; and, the **School Governing Authority's** position, cure, or plan of action; and
 - (e) all items required to be reported in this Contract, or by the Ohio Department of Education, including but not limited to those listed on Attachments 7.2(h); and
 - (f) all financials, budgets, assets, liabilities, or similar information and enrollment records (required monthly); and
 - (g) staff and teacher turnover; and
 - (h) any structure, governance or operational information.
- 7.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits at **Sponsor's** request and shall be allowed access for such site visits or other impromptu visits as **Sponsor** deems advisable or necessary.

ARTICLE VIII **Employees**

- 8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with R.C. 3319.22 to 3319.31, or other applicable sections of the Ohio Revised Code. Upon employment, the **School** shall forward teacher qualifications to **Sponsor**. The **School** may employ non-certificated persons to teach up to twelve (12) hours per week pursuant to R.C. 3319.301, to the extent permitted by the No Child Left

Behind Act. The school-wide students to full-time equivalent classroom teacher ratio shall be no more than 25 to 1. The **School** may also employ necessary non-teaching employees. Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the **School**. All teachers and para-professionals shall meet the “highly qualified” standards as applicable and as set out in the law known as “No Child Left Behind” or its successors law(s). The LPDC Policy must be provided to Sponsor and implemented by the School.

8.2 **Dismissal of Employees.** Subject to 11.2 below, the **School Governing Authority** may employ administrators, teachers and non-teaching employees necessary to carry out its mission and fulfill this Contract, so long as no contract of employment extends beyond the term of this Contract. The dismissal procedures for staff and the plan for disposition of employees if this Contract is terminated, are set out on Attachment 8.2.

8.3 **Employee Benefits.** Any health, medical or other benefits provided by the **School** shall be set out in Attachment 8.2. Attachment 8.2 may be amended by the **School** from time to time, provided however, all such amendments shall be provided to **Sponsor** in writing within three (3) business days of amendment or change. In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supercedes Attachment 8.2 to the extent that the collective bargaining agreement provides for health and other benefits. Any collective bargaining agreement shall not, under any circumstances, be a part of this Contract.

8.4 **Criminal Background Check.** The **School Governing Authority** must request that the superintendent of the Bureau of Criminal Identification & Investigation and the Federal Bureau of Investigation conduct a criminal background records check for any applicant who has applied to the **School** for employment, in any position, as a person responsible for the care, custody and control of a child, including those who may be in unsupervised contact with a child. The School shall obtain written consent from such persons in order to give such background checks to Sponsor. In the alternative, if consent can not be obtained, the School may either (a) provide an attorney opinion letter or (b) provide an affidavit from the Board President or Chairperson, in either case stating that the checks are either 1) clean or 2) reviewed and approved by legal counsel, on a timely basis. An applicant may be employed conditionally until the criminal records check is completed and the results of the criminal records check are received. If the results of the criminal records check indicate that the applicant does not qualify for employment or care, custody or control of, or unsupervised contact with children, the applicant shall be released from employment. The **School** shall conduct such background checks for renewals of licenses and shall follow all required reporting of misconduct to the State Superintendent of Public Instruction.

All volunteers must be notified that the **School** may require a background check of the volunteer at any time, at the **School's** request.

ARTICLE IX
Finance

9.1 **Financial Records.** The **School's** financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State, and audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code.

9.2 **Fiscal Services.** The **School** agrees that its fiscal agent shall be (pick and initial only one):

School by _____
ESCLEW by _____ 1. Its Treasurer, _____; or
(initials)

School by _____
ESCLEW by _____ 2. Its Management Company, _____, through
(initials) the Management Company's Treasurer _____
(name);

School by MW
ESCLEW by SE 3. The **ESCLEW's** Treasurer by way of a Fiscal Services
(initials) Agreement. (Note requirements in Attachment 9.2)

School by _____
ESCLEW by _____ 4. A qualified service provider named _____
(initials) (credentials and training to be provided to the **Sponsor**.)

Should the **School** be using the **ESCLEW's Treasurer**, the Fiscal Services Agreement is as stated in Attachment 9.2. Payments to the **Sponsor** for fiscal services are as stated in such Fiscal Services Agreement and are in addition to the oversight fee in §9.7 below.

If 9.2, 1., 2. or 4 are chosen, the School Treasurer must be obligated to assist in all closing procedures and Ohio Department of Education closing requirements listed on Attachment and Supplement 3.5.3., and to participate in any final audit if the School closes, is non-renewed, suspended or terminated.

If the School does not use the Sponsor for its Treasurer, the School's Treasurer must be obligated to assist in all closing procedures, regular, special or final, audits, closing requirements listed on Attachment 3.5.3, and all Ohio Department of Education rules and procedures, even if the School closes, is not renewed, suspended or terminated.

9.3 **Fiscal Licensure.** Prior to assuming the duties of fiscal officer, agent and/or fiscal servicer of School, the fiscal officer, agent or service provider shall be licensed as provided for in Ohio Revised Code 3301.074 or shall have completed not less than 16 hours of continuing education classes, courses or workshops in the area of school accounting as approved by the **Sponsor**, completed an additional 24 hours of continuing education classes, courses or workshops in the area of school accounting as approved by the **Sponsor**, and have completed or will complete 8 hours of continuing education classes, courses or workshops in the area of school accounting as approved by the

Sponsor during each subsequent year. The Certification of Training or licensure is attached as Attachment 9.3.

- 9.4 **Fiscal Bond.** Fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by Sponsor, payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the School fiscal agent, officer or service provider. The bond shall be deposited with Sponsor, and a copy thereof, certified by Sponsor, shall be filed with the county auditor. A copy of the fiscal agent bond is contained in Attachment 9.4.
- 9.5. **Budget.** Prior to its first opening, the School must submit a balanced budget for 25 students, 50 students and 80 students. A continuing start-up school may submit its budgets based on historical data. A financial plan detailing an estimated school budget for each fiscal year of this Contract, and for five years, is attached as Attachment 9.5. Each year of this Contract, on or before June 30, a revised school budget shall be submitted to the **Sponsor**. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under section 3314.08 of the Ohio Revised Code. Should the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to revise or comply with such requests. Should the **School** be managed by a third party management company, the **School Governing Authority** must procure from such management company, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue and expenses as required or permitted by law.
- 9.6 **Borrowing Money.** The **School** may borrow money to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within five (5) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities.
- 9.7 **Payment to Sponsor for Oversight.** For and in consideration of one and one-half percent (1.5%) of all state per-pupil foundation funds received by the **School** from the State of Ohio (but only up to 3% of such funds unless otherwise allowed by law), the **Sponsor** shall provide the oversight required by law. Payments to the **Sponsor** shall be made by monthly automatic transfer to the general fund of the **Sponsor**, and the **School** agrees to sign documentation necessary to accomplish the same.

At the inception of this Amended and Restated Contract, the oversight fee will be set at or remain at 1.5% as described above. The ESCLEW reserves the right to increase the fee upon not less than sixty (60) days prior written notice, for not more than .5% each increase, at any rolling 18-month interval during the term of this Contract, provided the total oversight fee shall never exceed statutory limits (currently 3%).

However,

1. It shall not be mandatory for the ESCLEW to raise any oversight fee; and
 2. Nothing shall prohibit the ESCLEW from raising the oversight fee to any increment below .5% of the last fee amount, and
 3. The School may exercise an option to waive any increase, once during the first 35-month period of this Contract only, as measured from the proposed effective date of the last Sponsor-requested raise in fee if:
 - a. the School's enrollment at the time of the notice of increase is 1,000 students or more on the most recent past month's CSADM report; or
 - b. the School's most recently officially released academic Ohio Report Card Rating is Effective or higher, and (i) there are no findings in the school's last officially released annual state audit, no special education, FTE federal grant or lunch audit findings and no special audits or other administrative audits then being conducted.
 4. Should the laws, rules or regulations change to increase oversight fees or regulate how or from whom they are paid, or otherwise, this Contract shall be amended to comply with such laws at the Sponsor's written demand, and, the School agrees to automatically comply with such new rules even without such amendment, at the Sponsor's written demand.
- 9.8 **Federal Grants.** School must report to Sponsor the sources of funds used to acquire property and equipment used at the School, clearly delineated and tracking those acquired with federal funds, and shall report to Sponsor the disposition of assets acquired with federal funds with an explanation as to how disposed and backup for proper disposition in accordance with the applicable law and grant rules. The School also acknowledges that certain federal grants, including but not limited to the federal food programs may require bidding processes not otherwise required under state law.
- 9.9 **Fiscal Year.** The fiscal year for the School shall be July 1 to June 30.

ARTICLE X **Insurance/Indemnification**

- 10.1 **Liability Insurance.** Comprehensive general liability insurance at all times will be maintained by the **School Governing Authority** in amounts not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary coverage in an amount no less than Five Million Dollars (\$5,000,000). The insurance coverage shall be not only for the **School** and the **School Governing Authority**, its Directors, Officers and its employees but also for the **Sponsor**, its Board, Superintendent and employees as additional insureds. The **School Governing Authority** shall also

maintain directors and officers liability/errors and omissions coverage in the amount of One Million Dollars (\$1,000,000) per occurrence. The insurance coverage must be occurrence coverage rather than claims made coverage. The **School Governing Authority** must obtain policies that notify the **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage; and shall provide evidence of the same as Attachment 10.1. School must provide copies of all comprehensive general liability, real or personal property, directors and officers liability insurance, proof of worker's compensation payments and unemployment compensation payments and notice of lapse of any such coverage to Sponsor within three (3) business days of request, and, within three (3) business days of any change or notice to School by the applicable insurance entity.

10.2 **Indemnification.** The **School Governing Authority** and **School** shall defend, indemnify, save and hold harmless the **Sponsor** and its Board, Superintendent, officers, employees and agents from any and all claims, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs, or expenses (including, without limitation, attorneys', expert, accounting, auditors or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:

- (a) A failure of the **School Governing Authority** and/or **School** or any of its officers, directors, employees, agents or contractors to perform any duty, responsibility or obligation imposed by law or this Contract;
- (b) An action or omission by the **School Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that results in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal), or Liabilities;
- (c) Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Contract; (2) any breach or any failure of the **School** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract or under the law, and all agreements delivered in any way connected herewith, on the part of the **School**, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, their heirs or representatives, the **School** Governing Authority or to third parties in any way related to the **School** or its operations or in any way related to closure, termination or suspension of the School; and
- (d) Any Liabilities incurred by **Sponsor** or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against **Sponsor** by the **School** or the **School Governing Authority** unless the School or School Governing Authority obtains a final judgment or order on the merits against the Sponsor, and the right to appeal such judgment or order has been exhausted or has expired.

- 10.3 **Indemnification if Employee Leave of Absence.** If the **Sponsor** provides a leave of absence to a person who is thereafter employed by the **School**, the **School Governing Authority** and the **School** shall indemnify and hold harmless the **Sponsor** and its board members, Superintendent, employees and agents from liability arising out of any action or omission of that person while that person is on such leave and employed by the **School Governing Authority**.
- 10.4 **Survival.** All provisions of Article X, section 10.2 shall survive the voidance, expiration, termination, nonrenewal, suspension or abandonment of this Contract.

ARTICLE XI
General Provisions

- 11.1 **Contract Authorization.** Before executing this Contract, the **School Governing Authority** must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Contract and authorizing one or more individuals to execute this Contract for and on behalf of the party, with full authority to bind the party.
- 11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Contract, or by the **Sponsor**, contracts entered into by the **School** with third parties shall provide for the **School's** right to terminate upon failure of the **School** to remain in operation.
- 11.3 **General Acknowledgements.** The **School** specifically recognizes and acknowledges the following:
- (a) The **Sponsor's** authority to assume operation of the **School** under R.C. 3314.073.
 - (b) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
 - (c) The authority of the Ohio Department of Education to suspend the operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein.
 - (d) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** pursuant to R.C. 3314.07(D) and 3314.08(J)(2), and any other applicable law limiting the liability of the **Sponsor**.
 - (e) The **Sponsor** may take steps to intervene in, correct, declare probationary status of, suspend, terminate or non-renew the status of the **School** as an Ohio Community School, and correct problems in the **School's** performance.
 - (f) The Ohio Department of Education may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
 - (g) The mandate of permanent closure under R.C. 3314.35, under the circumstances enumerated therein.

- (h) That the Auditor of the State of Ohio may deem the School “unauditable” and direct the stoppage of funding for the School, and, the Sponsor’s right to terminate this Contract in such a situation.
- (i) That the Ohio Department of Education has set out its guidance for closing procedures (attached as a modified supplement to Attachment 3.5.3) and that the School hereby authorizes Sponsor to take all such action required by the ODE therein if the School administration or Board itself does not do so in a manner acceptable to the Sponsor or the ODE.
- (j) The **Sponsor** and its officers, directors, governing board, administrator, consultants, and employees are granted civil immunity for any action authorized under Chapter 3314, Ohio Community School Law, or the sponsorship contract, that is taken to fulfill the **Sponsor’s** responsibility to oversee and monitor a community school, in accordance with R.C. 3314.07 or otherwise, and, the School hereby indemnifies, defends, and shall hold the **Sponsor** harmless from all such actions.

11.4 **Dispute Resolution.** **Sponsor** and **School** agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Contract or the law. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three mediators from the Toledo Bar Association and each eliminate one, using the one mediator left after eliminations. All mediation will take place in Lucas County and all costs of the mediator shall be split equally between the parties.

11.5 **Term.** This Contract shall be for a term of ten (10) years effective as of, or, commencing on July 1, 2012 and ending on June 30, 2022. However, the School agrees to close voluntarily and waives all rights of due process and all claims, losses, causes of action or damages of any kind against ESCLEW if the School is closed mandatorily by statute, by another governmental agency or by operation of law,
 _____ School By ML initials ESCLEW By SK initials

11.6 **Renewal.** Renewal is subject to the **Sponsor’s** determination that the **School** has satisfactorily complied with the applicable laws and this Contract, and that the **School’s** progress in meeting the academic goals stated in this Contract is satisfactory.

11.7 **Non-renewal of this Contract.**

- (a) The **Sponsor** may choose not to renew this Contract at its Expiration Date for any of the following reasons:
 - (1) Failure to meet student performance requirements stated in this Contract;
 - (2) Failure to meet generally accepted standards fiscal management;
 - (3) Violation of any provision of this Contract or applicable state or federal law;
 - (4) Other good cause.

By February 1 of the year in which the **Sponsor** intends to not renew the Contract, the **Sponsor** shall notify the **School** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the **School** may, within fourteen (14) days of receiving the notice, request, in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days of the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to not renew this Contract.

- (b) If the **School** does not intend to renew this Contract with the **Sponsor**, the **School** shall notify the **Sponsor** in writing of that fact at least one hundred eighty (180) days prior to the expiration of this Contract. In such a case, the **School** may enter into a Contract with a new sponsor in accordance with R.C. 3314.03, upon the expiration of this Contract, or, at the sole discretion of the **Sponsor**, by an assignment of this Contract before its expiration date.
- 11.8 **Probation.** The **Sponsor** may, in lieu of suspension or termination, declare in writing that the **School** is in a probationary status, after consulting with the **School Governing Authority** or authorized parties thereof, and specifying the conditions that warrant probation, and, after receiving the **School Governing Authority's** written assurances (satisfactory to **Sponsor**) of the actions and time frames necessary to remedy those conditions. Such probationary status shall not extend beyond the then current school year. **Sponsor** may proceed to suspension, termination or take-over of operations if the **Sponsor** finds at any time, that the Governing Authority is no longer able or willing to remedy the conditions to the satisfaction of **Sponsor**. **Sponsor** may suspend in lieu of probation at any time pursuant to 11.9 below.
- 11.9 **Intent to Suspend/Suspension.** The **Sponsor** may suspend operations of the **School** for (1) failure to meet student performance requirements stated in this Contract or (2) failure to meet generally accepted standards of fiscal management, or (3) violation of any provision of this Contract or applicable state or federal law, or (4) other good cause, if **Sponsor** sends a written notice of intent to suspend explaining the reasons and provides the **School Governing Authority** with five business days to submit a remedy, and promptly reviews and disapproves the proposed remedy, or, if the **Governing Authority** fails to submit a remedy or fails to implement the remedy.
- Once the **School** is suspended it must cease operations on the next business day, immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefore, and the **School** again has an opportunity to submit a proposed remedy within five business days. At all times during suspension, the **School** remains subject to nonrenewal or termination proceedings in accordance with the law.
- 11.10 **Termination of the Contract.** The **Sponsor** may choose to terminate this Contract for any of the following reasons: (1) failure to meet student performance requirements stated in this Contract, (2) failure to meet generally accepted standards fiscal management, (3) violation of any provision of this Contract or applicable state or federal law, or (4) other good cause.

Additionally, if the Sponsor has suspended the operation of this Contract under R.C. 3314.072, the **Sponsor** may choose to terminate this Contract prior to its expiration.

At least ninety (90) days prior to the termination of this Contract, the **Sponsor** shall notify the **School** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the termination, and a statement that the **School** may, within fourteen (14) days of receiving the notice, request, in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days of the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate this Contract.

A decision of the **Sponsor** to terminate this Contract may be appealed to the state board of education within fourteen (14) days following receipt of the **Sponsor's** written decision to terminate the contract. The state board shall conduct a hearing and issue a decision within 60 days of the notice of appeal. The decision of the state board is final.

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

- (a) The date of the notice of termination; or
- (b) If an informal hearing is requested and as a result of that hearing the **Sponsor** affirms its decision to terminate this Contract, the effective date of the termination specified in the notice, or if that decision is appealed to the state board and the state board affirms that decision, the date established in the resolution of the state board affirming the **Sponsor's** decision.

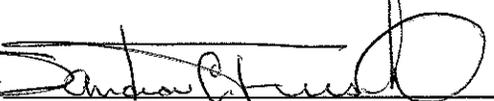
If the Contract is terminated, the **School** must close permanently at the end of the current school year or on a date specified in the notification of termination and the **School** shall not enter into a contract with any other sponsor.”

- 11.11 **Good Faith Deposit.** Immediately upon any Notice of Intent to Suspend sent to the **School** by the **Sponsor**, or, immediately upon a closure notice or suspension from any governmental or administrative agency, or a vote of closure by the **School**, the **School** must submit to **Sponsor**, a good faith deposit of \$15,000 to cover costs of any legal or other professional fees which may be required or desirable to facilitate matters including, but not limited to, notices to parents, transfer of files, change of locks, fees, securing assets, segregating or selling assets, returning assets, or other professional or non-professional fees or costs incurred by **Sponsor** which are in any way associated with termination and closure of the **School**, in case the **School** is actually suspended, closed or terminated, or in case the **School** fails to perform some or all of its responsibilities upon cessation of operations for any reason. The good faith deposit is to be returned to the **School** or sent to the appropriate creditor without interest, if all costs, expenses and obligations paid by the **Sponsor** to comply with the **School's** responsibilities and Attachment 3.5.3., at the discretion of the **Sponsor**, are authorized to be and are actually covered by remaining **School** funds, if any.

- 11.12 **Failure to Open/Permanent Closure.** If the **School** fails to open for operation within eight (8) month(s) after the execution hereof, or, if the **School** permanently closes prior to the Expiration Date hereof, this Contract shall become void upon notice by Sponsor to **School**, subject only to the survival of Article X, Section 10.2 of this Contract.
- 11.13 **Compliance With Requests of Sponsor.** The **School** shall timely comply with all reasonable requests of the **Sponsor**, and allow the **Sponsor** to monitor the **School** operations. Failure to do so is grounds for suspension and termination or non renewal of this Contract. Timeliness is defined as compliance with the express provisions of this Contract, an answer in writing within five (5) business days (unless a shorter time is otherwise required pursuant to this Contract), and adequate assurances of cure or actual cure within a period of time acceptable to **Sponsor**.
- 11.14 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.15 **Assignments/No Third Party Beneficiaries.** This Contract and any part hereof shall not be assigned or delegated without the express written approval of **Sponsor**. This Contract shall inure to the benefit of, and shall be binding upon, the **School**, the **Sponsor** and their respective permitted successors or assigns; subject however to the following specific provision hereof: This Contract shall not inure to the benefit of anyone other than as provided for in the immediately preceding sentence and no third person or party shall have any rights hereunder, whether by agency or as a third party beneficiary or otherwise.
- 11.16 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt, and, may be satisfied by personal delivery or by any other means by which receipt can be documented, to; in the case of the **Sponsor**, the Superintendent; or, in the case of the **School Governing Authority**, the Chief Administrative Officer or a member of the **School Governing Authority**, or to the attorney for the **School Governing Authority**, at the last known business address of the **Sponsor**, and the last known business or home address of the **School** and/or its administrator or any Board member.
- Should the **School** be abandoned by or not have in place, an administrator or an authorized Director of the Board, the **Sponsor** may give notice to the Ohio Department of Education.
- 11.17 **Severability.** Should any term, clause or provision of this contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.18 **Changes or Modifications.** This Contract constitutes the entire agreement among the parties and any changes or modifications of this Contract shall be made and agreed to in writing, authorized and executed by both parties. Notifications required by this Contract shall not be considered changes or modifications of this Contract.

11.19 **Attachments.** All Attachments (1.5-11.19) to this Contract are attached hereto and incorporated by reference into the Contract. Resolutions of the **Sponsor Governing Board** and **School Governing Authority** approving this Contract shall also be attached to this Contract.

Educational Service Center of Lake Erie West

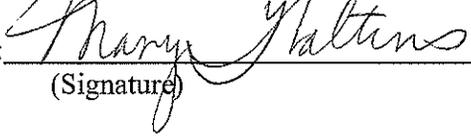
By: 
(Signature)

Its: Superintendent

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

Date: 6/25/12

School Governing Authority of Autism Model School

By: 
(Signature)

Its: Director
(Title)

with full authority to execute this Contract for and on behalf of the **School Governing Authority** and with full authority to bind the **School Governing Authority**.

Date: 6-21-12

ATTACHMENT 1.5

Corporate Documents, Certificate of Incorporation, Articles of Incorporation, Statutory Agent,
Employer ID No.,
Code of Regulations (including the requirements of Article II section 2.5 of this Contract), Tax-Exempt
Status Determination Letter (if any)),
Organizational Chart of School and Mission Statement



DATE	DOCUMENT ID	DESCRIPTION	FR.MG	EX.PD	PENALTY	CERT	COPY
07/27/2007	200720702294	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	60.00	.00	.00	.00	.00

Receipt
This is not a bill. Please do not remit payment.

EASTMAN & SMITH LTD.
ONE SEAGATE, 24TH FLOOR
P.O. BOX 10032
TOLEDO, OH 43689-0032

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1011953

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

AUTISM MODEL SCHOOL

and, that said business records show the filing and recording of:

Document(s)
DOMESTIC/AMENDMENT TO ARTICLES

Document No(s):
200720702294



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 25th day of July, A.D.
2007.

Ohio Secretary of State

Doc ID --> 200720702294

From: 419 247 1777 Page: 6/6 Date: 7/25/2007 3:48:50 PM

All of the following information must be completed if an amended box is checked. If an amendment box is checked, complete the areas that apply.

FIRST: The name of the corporation is: Autism Model School

SECOND: The place in the State of Ohio where its principal office is located is in the City of:

_____ (city, village or township) _____ (county)

THIRD: The purposes of the corporation are as follows:

FOURTH: The number of shares which the corporation is authorized to have outstanding is: _____
(Does not apply to box (2))

REQUIRED
Must be authenticated
(signed) by an authorized
representative
(See Instructions)

Marcia K. Sabin
Authorized Representative

July 24, 2007
Date

Marcia K. Sabin
(Print Name)

Authorized Representative

Date

(Print Name)

Doc ID --> 200720702294

From: 418 247 1777 Page: 46 Date: 7/26/2007 3:48:49 PM



Prescribed by:
The Ohio Secretary of State
Central Ohio: (614) 466-3970
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: business@sos.state.oh.us

Expedite this Form: (check one)	
<input type="radio"/> Yes	PO Box 1380 Columbus, OH 43219 <small>— Requires an additional fee of \$108 —</small>
<input checked="" type="radio"/> No	PO Box 1028 Columbus, OH 43216

JUL 25 PM 3:52

Certificate of Amendment by Shareholders or Members (Domestic)
Filing Fee \$30.00

(CHECK ONLY ONE (1) BOX)

<input type="checkbox"/> (1) Domestic for Profit <input type="checkbox"/> Amended (122-AMAP)	<input type="checkbox"/> Amendment (123-AMDS)	<input type="checkbox"/> (2) Domestic Non-Profit <input checked="" type="checkbox"/> Amended (125-AMAN)	<input checked="" type="checkbox"/> Amendment (128-AMP)
---	---	--	---

Complete the general information in this section for the box checked above.

Name of Corporation: Multiple Options for Developmental and Educational Learning

Charter Number: 1011858

Name of Officer: Marlin K. Galin

Title: President

Please check if additional provisions attached.

The above named Ohio corporation, does hereby certify that:

A meeting of the shareholders directors (non-profit amended articles only)

members was duly called and held on August 29, 2006
(Date)

at which meeting a quorum was present in person or by proxy, based upon the quorum present, an affirmative vote was cast which entitled them to exercise 100 % of the voting power of the corporation.

In a writing signed by all of the shareholders directors (non-profit amended articles only)

members who would be entitled to the notice of a meeting or such other proportion not less than a majority as the articles of regulations or bylaws permit.

Clause applies if amended box is checked.

Resolved, that the following amended articles of incorporation be and the same are hereby adopted to supersede and take the place of the existing articles of incorporation and all amendments thereto.

	DATE	DOCUMENT NO	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
1.	7/10/1998	199819000241	ARN DOMESTIC ARTICLES/NON-PROFIT	25.00	10.00	0.00	0.00	0.00
			TOTAL	25.00	10.00	0.00	0.00	0.00

Return To:
 MARY WALTERS
 2449 MANCHESTER
 TOLEDO, OH 43606-0000

-----cut along the dotted line-----



The State of Ohio
 ❁ *Certificate* ❁

Secretary of State - Bob Taft

1011953

It is hereby certified that the Secretary of State of Ohio has custody of the business records for MULTIPLE OPTIONS FOR DEVELOPMENTAL AND EDUCATIONAL LEARNING and that said business records show the filing and recording of:

Document(s)
 DOMESTIC ARTICLES/NON-PROFIT

Document No(s)
 199819000241

United States of America
 State of Ohio
 Office of the Secretary of State

Witness my hand and the seal of the Secretary
 of State at Columbus, Ohio, This 8th day of
 July, A.D. 1998



Bob Taft
 Bob Taft
 Secretary of State



Prescribed by
 Bob Taft, Secretary of State
 30 East Broad Street, 14th Floor
 Columbus, Ohio 43266-0418

Approved	_____
Date	_____
Fee	_____

ARTICLES OF INCORPORATION
 (Under Chapter 1702 of the Ohio Revised Code)
 Non-Profit Corporation

The undersigned, desiring to form a corporation, not for profit, under Sections 1702.01 et seq. of the Ohio Revised Code, do hereby state the following:

FIRST. The name of said corporation shall be MULTIPLE OPTIONS FOR DEVELOPMENTAL AND EDUCATIONAL LEARNING (M.O.D.E.L.)

SECOND. The place in Ohio where its principal office is to be located is 930 S. DETROIT AVE.
TOLEDO, OH 43614 LUCAS County, Ohio.
 (city, village or township)

THIRD. The purpose(s) for which this corporation is formed is:
 (Please give a brief, but specific, statement of the purpose(s) for which the corporation is being formed.)
 THE NOT FOR PROFIT CORPORATION, MULTIPLE OPTIONS FOR DEVELOPMENTAL AND EDUCATIONAL LEARNING, IS FORMED FOR THE PURPOSE OF SERVING AS A COMMUNITY SCHOOL IN OHIO TO SERVE INDIVIDUALS WITH AUTISM AND RELATED DISORDERS.

THE SCHOOL WILL INCORPORATE TEACHING TECHNIQUES THAT HAVE BEEN SHOWN THROUGH RESEARCH TO BE EFFECTIVE IN TEACHING THIS POPULATION. THE SCHOOL WILL SEEK TO LIASON WITH THE MEDICAL COMMUNITY TO FURTHER PROMOTE TREATMENT FOR AUTISM AND RELATED CONDITIONS. THE SCHOOL WILL PROVIDE TRAINING AND OUTREACH TO OTHER SCHOOLS AND THE COMMUNITY. THE SCHOOL WILL BE A SITE FOR THE TRAINING OF PROFESSIONALS IN VARIOUS FIELDS TO SERVE INDIVIDUALS WITH AUTISM AND RELATED CONDITIONS.

THE GOAL OF THE CORPORATION IS TO EFFECTUALLY PROVIDE APPROPRIATE EDUCATION TO INDIVIDUALS WITH AUTISM SPECTRUM DISORDERS AND PREPARE THEM FOR

FOURTH. The following persons, not less than three, shall serve said corporation as trustees until the first annual meeting or other meeting called to elect trustees.

(Please print or type the names of the trustees. Trustees need not sign)

<u>Joan M. Stowell</u> (trustee)	<u>1326 Sabra Rd</u> (street address)	
<u>Toledo</u> (city)	<u>OHIO</u> (state)	<u>43612</u> (zip code)
<u>Fred Williams</u> (trustee)	<u>2618 Brookford Dr</u> (street address)	
<u>Toledo</u> (city)	<u>OHIO</u> (state)	<u>43614</u> (zip code)
<u>KIRK WALTERS</u> (trustee)	<u>2449 MANCHESTER</u> (street address)	
<u>TOLEDO</u> (city)	<u>OHIO</u> (state)	<u>43606</u> (zip code)
<u>MARY WALTERS</u> (trustee)	<u>2449 MANCHESTER</u> (street address)	
<u>TOLEDO</u> (city)	<u>OHIO</u> (state)	<u>43606</u> (zip code)

NOTE: P.O. Box addresses are not acceptable for the cities with populations over 2,000.

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 30 day of JUNE, 1998

By: Mary Walters Incorporator
MARY WALTERS

By: Joan M. Stowell Incorporator
JOAN M. STOWELL

By: Frederick E. Williams Incorporator
FREDERICK E. WILLIAMS

Print or type Incorporators' names below their signatures.

INSTRUCTIONS

1. The fee for filing Articles of Incorporation for a non-profit corporation is \$25.00.
2. Articles will be returned unless accompanied by an Original Appointment of Statutory Agent. Please see Section 1702.06 of the Ohio Revised Code.



Prescribed by
 BOB TAFT, Secretary of State
 30 East Broad Street, 14th Floor
 Columbus, Ohio 43266-0418

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of MULTIPLE OPTIONS FOR DEVELOPMENTAL AND EDUCATIONAL LEARNING (M.O.D.E.L.) hereby appoint
(name of corporation)

MARY WALTERS
(name of agent) to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

2449 MANCHESTER
(street address)
TOLEDO, Ohio 43606
(city) (zip code)

NOTE: P.O. Box addresses are not acceptable.

Jan M. Stowell
(Incorporator)
Frederick E. Hill
(Incorporator)
Mary Walters
(Incorporator)

ACCEPTANCE OF APPOINTMENT

The undersigned, MARY WALTERS, named herein as the statutory agent for MULTIPLE OPTIONS FOR DEVELOPMENTAL AND EDUCATIONAL LEARNING, hereby acknowledges and accepts the appointment of statutory agent for said corporation.
(name of corporation) M.O.D.E.L.

Mary Walters
 Statutory Agent

INSTRUCTIONS

- 1) Profit and non-profit articles of incorporation must be accompanied by an original appointment of agent R.C. 1701.07(B), 1702.06(B).
- 2) The statutory agent for a corporation may be (a) a natural person who is resident of Ohio, or (b) an Ohio corporation or a foreign profit corporation licensed in Ohio which has a business address in this state and is explicitly authorized by its articles of incorporation to act as a statutory agent R.C. 1701.07(A), 1702.06(A).
- 3) An original appointment of agent form must be signed by at least a majority of the incorporators of the corporation. R.C. 1701.07(B), 1702.06(B). These signatures must be the same as the signatures on the articles of incorporation.

Form **11235**
(3-98) Cat. No. 25544X



Department of the Treasury - Internal Revenue Service

Employer Identification Number (EIN) Confirmation Sheet

The following EIN(s) has/have been assigned per your Form SS-4, Request for an Employer I.D. Number. If you have any questions concerning this information, you may call a Customer Service Representative at 606-292-5436.

Name of Entity

*MULTIPLE OPTIONS FOR DEVELOPMENT AND
EDUCATIONAL LEARNING*

EIN

31-1606800

Name of Entity

EIN

BYLAWS

Article I - Name

The name of the organization shall be Multiple Options for Developmental and Educational Learning, Inc. The name of the school shall be The Autism Model School.

Article II - Area of Service

The Autism Model School shall provide intensive, structured, intervention to individuals with Autism Spectrum Disorders. Enrollment includes students with a diagnosis within the autism spectrum disorders who reside in Ohio, and who are in the age range of 5 years through 21 years at the beginning of each fall academic year. Community School Law (HB215) requires that a minimum of 25 students will be enrolled in the school at any time.

Article III - School Board

The affairs of The Autism Model School shall be under the direction of a School Board. The School Board shall approve the adoption of new educational programs at The Autism Model School, with input from the Education Director.

School Board members shall nominate individuals for board membership (one member moves another seconds) as needed. School Board members vote for prospective board members by written ballots. The Chairperson counts ballots. Terms of service are for three years with each new term beginning with the Board meeting held in April. Each year one third of the Board members with the most seniority will be up for reelection. No term limits are enforced.

Qualifications of prospective Board members are: (1) At least 51% of the members must be parents of children with autism. (2) Prospective Board members must be a permanent resident of U.S. or U.S. citizen aged 18 or older. Any Board members who misses three consecutive board meeting will be dismissed from the Board. (3) All Board members need to have a clean BCI check.

In the event of vacancies in the Board during a member's unexpired term, a replacement shall be nominated and approved following the above procedure, whenever the vacancy occurs.

The School Board provides that the school's sponsor may appoint non-Sponsor related Board members and/or dismiss any Board members if the Sponsor deems necessary at its discretion in order to carry out all provisions of applicable law as well as the Contract between the school and Sponsor.

Article IV - Meeting of the School Board

Regular meetings of the School Board will be held on the last Monday of each month, at 6:00 PM, at the school. This is subject to change. Regular meetings will be posted in advance for public notice. Regular meetings are open to all individuals.

The regular meeting held in October will be known as the annual meeting for the purpose of approval of the annual financial statement.

Subcommittee meetings will be held on an irregular basis as needed.

Special meetings may be held upon the call of the Chairperson or on the written request of any three members of the Board. The purpose of the meeting will be set forth in the notice.

50% of the Board membership shall constitute a quorum.

Article V – Officers

All officers are elected from amongst the Board members and serve 2-year terms beginning with the April meeting. Nominations for officers are taken up to three months prior to elections. All officers are elected for a 2-year term.

The Chairperson, or in his/her absence, the Vice Chairperson, shall preside at all meetings of the School Board. The Chairperson shall have other such duties as the School Board may from time to time determine.

The Vice Chairperson, at the request of the Chairperson, or in the event of the Chairperson's absence or disability, shall perform any and all of the duties of the Chairperson, and shall have other such duties as the School Board may from time to time determine.

The Administrative Assistant or her designee shall be responsible for the minutes of the meetings of the School Board and shall attend to the giving and serving of all notices of the School Board, and shall perform other such duties as the School Board may from time to time determine.

Article VI - Fiscal Year

The fiscal year of The Autism Model School shall be July 1st through June 30th.

Article VII - Parliamentary Authority

The rules contained in the Modern Edition of Robert's Rules of Order will govern the School Board in all cases where they are not inconsistent with these bylaws and any special rules of order the Board may adopt.

Article VIII – Speaker Time Limit Policy

Board meetings are open to all members of the public. Public commentary is permitted with individual speakers limited to 3 minutes each following the guidelines available in the board pamphlet regarding speaker participation. Commentary specific to any individual employee or board member is strictly prohibited.

Article IX - Indemnification

Each person who at any time is or shall have been a member of the governance Board, officer, employee or agent of the Corporation and such person's heirs, executors, and administrators shall be indemnified by the corporation to the full extent permitted by ORC section 1702.12(E) in effect at the time of the adoption of these bylaws or amended thereafter. As authorized by the board, the Corporation may purchase and maintain insurance against liability on behalf of any such persons.

Article X – Amendments

These bylaws may be amended at any regular or special meeting of the Board by a two-thirds vote, provided that previous notice of the amendment was given to all members at least 4 days in advance.

Article XI – Code of Ethics

While serving as a member of the Autism Model School Board, each member shall agree to abide by the following code of ethics:

- A) Remember that my first and greatest concern must be the educational welfare of all students attending the school.
- B) Obey the laws of Ohio and the United States.
- C) Respect the confidentiality of privileged information.
- D) Recognize that as an individual Board member I have no authority to speak or act for the Board.
- E) Work with other members to establish effective Board policies.
- F) Delegate authority for the administration of the school to the Administration and staff.
- G) Encourage ongoing communications among Board members, the Board, students, staff, and the community.
- H) Render all decisions based on the available facts and independent judgment rather than succumbing to the influence of individuals or special interest groups.
- I) Make every effort to attend all Board meetings.
- J) Become informed concerning the issues to be considered at each meeting.
- K) Improve boardmanship by studying educational issues and by participating in in-service programs.
- L) Support the employment of staff members based on qualifications and not as a result of influence.
- M) Cooperate with other Board members and administrators to establish a system of regular and impartial evaluations of all staff.
- N) Avoid conflict of interest or the appearance thereof.
- O) Refrain from using their Board position for benefit of myself, family members or business associates.
- P) Express my personal opinions but, once the Board has acted, accept the will of the majority.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 09 1999**

MULTIPLE OPTIONS FOR DEVELOPMENTAL
AND EDUCATIONAL LEARNING
C/O MARY WALTERS
2449 MANCHESTER
TOLEDO, OH 43606

Employer Identification Number:
31-1606800
DLN:
17053092025009
Contact Person: JENNIFER NICOLIN ID# 95152
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that

Letter 947 (DO/CG)

MULTIPLE OPTIONS FOR DEVELOPMENTAL

you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

The law requires you to make your annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your exemption application, any supporting documents and this exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are made widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code.

MULTIPLE OPTIONS FOR DEVELOPMENTAL

If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

In accordance with section 508(a) of the Code, the effective date of this determination letter is July 8, 1998.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

If distributions are made to individuals, case histories regarding the recipients should be kept showing names, addresses, purposes of awards, manner of selection, relationship (if any) to members, officers, trustees or donors of funds to you, so that any and all distributions made to individuals can be substantiated upon request by the Internal Revenue Service. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

Any questions you may have concerning your liability for FICA or FUTA taxes should be addressed to the Internal Revenue Service, Office of the Associate Chief Counsel (Employee Benefits and Exempt Organizations), CC:EBOO, Room 5213, P. O. Box 7604, Ben Franklin Station, Washington, D.C. 200044.

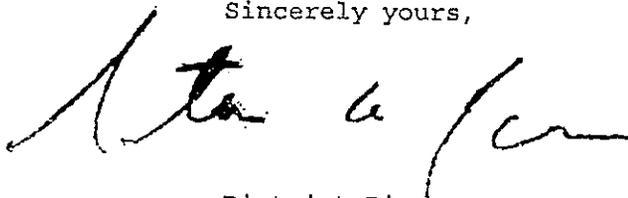
If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

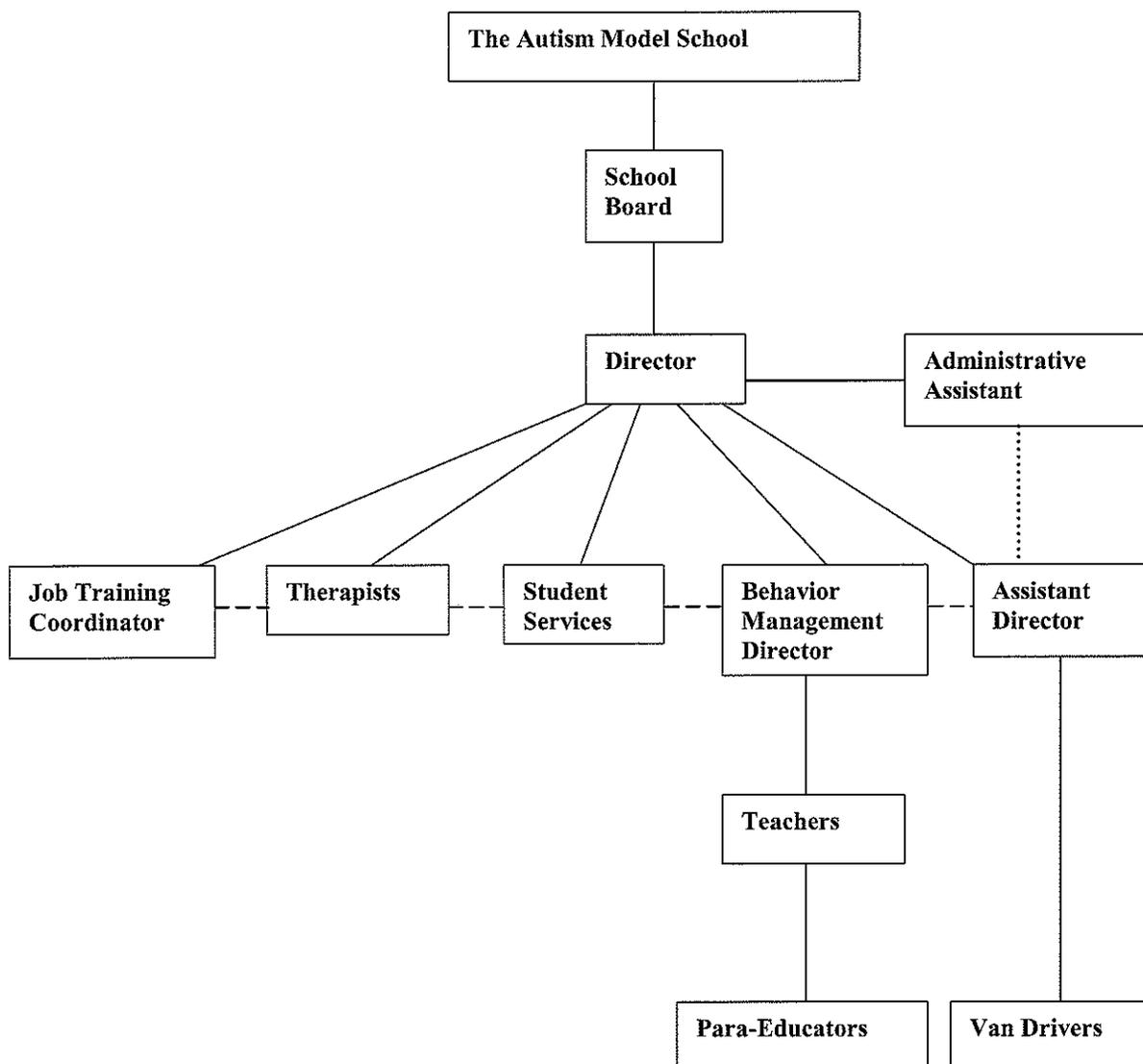
MULTIPLE OPTIONS FOR DEVELOPMENTAL

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "A. A. Jones".

District Director



The Policy and Procedure Handbook may change at any time during the fiscal year. Updates will be found on the school website Autismmodelschool.com.

Mission Statement

The Autism Model School, in partnership with parents and the community provides a nurturing environment and develops the full potential of students who are differently abled within the Autism Spectrum Disorders using a multi-disciplinary approach addressing individual needs.

We believe:

The only appropriate education is an effective education.

Parental involvement and participation is crucial in a child's development.

Educational programs should be held accountable to produce outcomes that are socially valuable, functional, and acceptable.

A working relationship between school and home is critical to the success of a child's education.

If the child cannot learn by the way that we teach, then we must teach in a way the child can learn.

Behavior in any form is communication.

Everyone belongs.

ATTACHMENT 1.7 (b)

Description of evaluation method to be used by Sponsor if School is declared in need of continuous improvement or higher, offers one or more grade levels for which an achievement test is prescribed under Ohio law, and administers reading and mathematics assessments under Ohio law, if Sponsor so elects under R.C. 3314.35 or .36.

If not applicable, write "N/A" here N/A .

ATTACHMENT 2.1

School Governing Authority Board of Directors,

Names, Addresses, Telephone Nos. (work, cell and home), Electronic Mail Addresses
Background Checks and Description of Selection and Removal of Board of Directors
Board Meeting Schedule and Location of Meetings

BOARD MEMBERS

Autism Model School

UPDATED March 14, 2012

3020 Tremainsville Road, Toledo, OH 43613

Name/Email	Title/Association Employment	Home Address	Phone/Fax
Raj Parikh Raj_parikh@mascohq.com President	Corporate Attorney MASCO	7820 Old Sycamore R Sylvania, OH 43560	Home: 419.882.2421
Mark Greenblatt, CLU, ChFC Mark.greenblatt@gmail.com Treasurer	Financial Representative	3950 Sunforest Court, Suite 200 Toledo, OH 43623	(419). 407. 8659 Fax: (419) 471.0274
Carl Windnagle Board Member since 8-01 jimwindnagle@yahoo.com	Certified Public Accountant Retired	1131 Key Street Maumee, OH 43537	Cell: 1.567.395.2662
Laura Cole Sccfan104@road.runner.com	Registered Nurse St. Anne Mercy Hospital	29 North Fifth Street Waterville, OH 43566	Home:419.349.3996
Sherry Moyer, MSW smoyer25@comcast.net	Executive/Research Director, University of Toledo Center For Excellence in Autism	4243 Britain Drive York, PA 17402	Home: 1.717.755.6442 1-419-383-4438 cell 1-301-991-5170
Mary M. Murray, ED.D. mmurray@bgsu.edu	Associate Dean for Student and Academic Affairs College of Education and Human Development Bowling Green University	104 St. Martin Perrysburg, OH 43551	Work: 419-372-7288

BYLAWS

Article I - Name

The name of the organization shall be Multiple Options for Developmental and Educational Learning, Inc. The name of the school shall be The Autism Model School.

Article II - Area of Service

The Autism Model School shall provide intensive, structured, intervention to individuals with Autism Spectrum Disorders. Enrollment includes students with a diagnosis within the autism spectrum disorders who reside in Ohio, and who are in the age range of 5 years through 21 years at the beginning of each fall academic year. Community School Law (HB215) requires that a minimum of 25 students will be enrolled in the school at any time.

Article III - School Board

The affairs of The Autism Model School shall be under the direction of a School Board. The School Board shall approve the adoption of new educational programs at The Autism Model School, with input from the Education Director.

School Board members shall nominate individuals for board membership (one member moves another seconds) as needed. School Board members vote for prospective board members by written ballots. The Chairperson counts ballots. Terms of service are for three years with each new term beginning with the Board meeting held in April. Each year one third of the Board members with the most seniority will be up for reelection. No term limits are enforced.

Qualifications of prospective Board members are: (1) At least 51% of the members must be parents of children with autism. (2) Prospective Board members must be a permanent resident of U.S. or U.S. citizen aged 18 or older. Any Board members who misses three consecutive board meetings will be dismissed from the Board. (3) All Board members need to have a clean BCI check.

In the event of vacancies in the Board during a member's unexpired term, a replacement shall be nominated and approved following the above procedure, whenever the vacancy occurs.

The School Board provides that the school's sponsor may appoint non-Sponsor related Board members and/or dismiss any Board members if the Sponsor deems necessary at its discretion in order to carry out all provisions of applicable law as well as the Contract between the school and Sponsor.

Article IV - Meeting of the School Board

Regular meetings of the School Board will be held on the last Monday of each month, at 6:00 PM, at the school. This is subject to change. Regular meetings will be posted in advance for public notice. Regular meetings are open to all individuals.

The regular meeting held in October will be known as the annual meeting for the purpose of approval of the annual financial statement.

Subcommittee meetings will be held on an irregular basis as needed.

Special meetings may be held upon the call of the Chairperson or on the written request of any three members of the Board. The purpose of the meeting will be set forth in the notice.

50% of the Board membership shall constitute a quorum.

Article V – Officers

All officers are elected from amongst the Board members and serve 2-year terms beginning with the April meeting. Nominations for officers are taken up to three months prior to elections. All officers are elected for a 2-year term.

The Chairperson, or in his/her absence, the Vice Chairperson, shall preside at all meetings of the School Board. The Chairperson shall have other such duties as the School Board may from time to time determine.

The Vice Chairperson, at the request of the Chairperson, or in the event of the Chairperson's absence or disability, shall perform any and all of the duties of the Chairperson, and shall have other such duties as the School Board may from time to time determine.

The Administrative Assistant or her designee shall be responsible for the minutes of the meetings of the School Board and shall attend to the giving and serving of all notices of the School Board, and shall perform other such duties as the School Board may from time to time determine.

Article VI - Fiscal Year

The fiscal year of The Autism Model School shall be July 1st through June 30th.

Article VII - Parliamentary Authority

The rules contained in the Modern Edition of Robert's Rules of Order will govern the School Board in all cases where they are not inconsistent with these bylaws and any special rules of order the Board may adopt.

Article VIII – Speaker Time Limit Policy

Board meetings are open to all members of the public. Public commentary is permitted with individual speakers limited to 3 minutes each following the guidelines available in the board pamphlet regarding speaker participation. Commentary specific to any individual employee or board member is strictly prohibited.

Article IX – Indemnification

Each person who at any time is or shall have been a member of the governance Board, officer, employee or agent of the Corporation and such person's heirs, executors, and administrators shall be indemnified by the corporation to the full extent permitted by ORC section 1702.12(E) in effect at the time of the adoption of these bylaws or amended thereafter. As authorized by the board, the Corporation may purchase and maintain insurance against liability on behalf of any such persons.

Article X – Amendments

These bylaws may be amended at any regular or special meeting of the Board by a two-thirds vote, provided that previous notice of the amendment was given to all members at least 4 days in advance.

Article XI – Code of Ethics

While serving as a member of the Autism Model School Board, each member shall agree to abide by the following code of ethics:

- A) Remember that my first and greatest concern must be the educational welfare of all students attending the school.
- B) Obey the laws of Ohio and the United States.
- C) Respect the confidentiality of privileged information.
- D) Recognize that as an individual Board member I have no authority to speak or act for the Board.
- E) Work with other members to establish effective Board policies.
- F) Delegate authority for the administration of the school to the Administration and staff.
- G) Encourage ongoing communications among Board members, the Board, students, staff, and the community.
- H) Render all decisions based on the available facts and independent judgment rather than succumbing to the influence of individuals or special interest groups.
- I) Make every effort to attend all Board meetings.
- J) Become informed concerning the issues to be considered at each meeting.
- K) Improve boardmanship by studying educational issues and by participating in in-service programs.
- L) Support the employment of staff members based on qualifications and not as a result of influence.
- M) Cooperate with other Board members and administrators to establish a system of regular and impartial evaluations of all staff.
- N) Avoid conflict of interest or the appearance thereof.
- O) Refrain from using their Board position for benefit of myself, family members or business associates.
- P) Express my personal opinions but, once the Board has acted, accept the will of the majority.

Dates & Times for Board Meetings
Fiscal Year 2013
Beginning July 1, 2012

Location of all Board Meeting: The Autism Model School
3020 Tremainsville Road
Toledo, OH 43613

Time of all board meetings: 6:00 pm

Presented and approved at the May 22, 2012 Board Meeting

<u>Last week of The Month (generally)</u>	<u>Tuesdays</u>
July	31
August	28
September	25
October	30
November	27
December*	18
January, 2013	29
February	26
March	26
April	30
May	28
June	25

*December's date is the third week of the month—not the last week of the month.

ATTACHMENT 3.1

Transportation Plan

(Must include transportation for Career Tech Programs or other offsite plan for school sponsored curricular programs, as well as to and from school)

The Autism Model School

Transportation Plan

1. The Autism Model School purchases mini vans for school transportation to and from school.
2. The Autism Model School contracts with Job 1 USA for qualified van drivers to provide transportation to students attending the school.
3. The Autism Model School's Assistant Director in cooperation with The Autism Model School's Administrative Assistant provides training and paperwork for certification with ODE for all school van drivers. They also follow through with any problems or issues of van drivers insuring that all van drivers maintain certification for all legal requirements.
4. The Autism Model School provides Career Tech Transportation to students involved in offsite school transportation in the following ways:
 - a. Van drivers and/or staff members who have been certified through ODE to drive vans transport students in the school's mini vans.
 - b. For students involved in Bureau of Vocational Rehabilitation services, a coordination with the BVR agent regarding the student's transportation is developed and agreed upon by the student and/or their parent(s). This may involve the use of school mini vans with ODE certified drivers, TARPS, other contracted transportation agencies (cab companies, etc.), parent transportation, or BVR-arranged transportation.
 - c. The Job Training Coordinator at the school publishes a weekly schedule for the use of the mini vans and other transportation.
5. The Autism Model School provides transportation to students involved in off-school sponsored curricular programs through its fleet of mini vans with an ODE certified driver, or through contracting for Yellow Bus Service transportation with The Lucas County Board of Developmental Disabilities.

**EDUCATIONAL SERVICE CENTER OF LAKE ERIE WEST
OPERATING PRINCIPLES
COMMUNITY SCHOOLS AND MANAGEMENT COMPANIES**

- The Educational Service Center of Lake Erie West (ESCLEW) is not in favor of any law or contractual provision that gives a management company (whether a for profit Educational Management Organization ("EMO") or a not-for-profit Charter Management Organization ("CMO")) any right to replace or appoint a governing authority member of an Ohio community school.
- The ESCLEW recognizes, and the law generally requires that governing authorities appoint or elect new governing authority members. Although any stakeholder or interested party, including a management company, may submit resumes of disinterested persons, or recommendations or suggestions, the governing authority makes the sole election, vote and decision and the management company does not participate in that appointment or voting process.
- The ESCLEW, while preserving the concept of competition and the varied structures of management contracts among EMO's and CMO's, will strongly encourage a governing authority to assess the type of contract contemplated, its pros and cons, and its provisions to assure quality administrative management of the school.
- The ESCLEW will use its influence to improve the relationships between EMO's, CMO's and School Governing Authorities based on transparency, trust, quality, and best practices between boards and their administrations.
- The ESCLEW will monitor expectations of a management company by (a) requiring attachment of any management agreement to and within the charter contract and (b) approving any subsequently new or modified contracts, and (c) monitoring through its oversight of the school, how the management company carries out the provisions of the charter contract between the ESCLEW and the school.
- The ESCLEW will strongly encourage school governing authorities to annually evaluate any management company's performance under the school-management company contract, and provide evidence to the sponsor that the evaluation occurred.
- The ESCLEW recognizes that by law, governing authority members may be paid a limited stipend pursuant to the applicable laws. Statutorily, the stipend may be required to be paid for by a management company, not because the board member is an employee of the management company, but rather that the management company is required to pay the stipend on behalf of the governing authority.
- The ESCLEW will request that management contracts (a) continue through a school year at the discretion of the school, so long as the management company is being paid for services rendered, and (b) provide transition services or cooperation services if terminated.
- The ESCLEW will remain neutral in a management company-school contract dispute, but shall testify, if required, as to the facts it knows first hand, documents signed by it, and matters related to its oversight as a sponsor. The ESCLEW will monitor disputes and take all reasonable steps necessary to avoid disruption to services for public school children. The well-being of public school students and public school education will be primary in these situations.
- The ESCLEW believes that management companies in primary charge of educational services must present clear and concise educational performance data to the governing authorities of the schools managed in order to show growth, progress or lack thereof in all areas measured by the State of Ohio and otherwise required by the ESCLEW.

- The ESCLEW believes that purchases made with public funds belongs to the school. Purchases paid for by the fee for service to a management company are fees for services rendered unless otherwise required by law (such as for equipment or real property under federal grants).
- The ESCLEW recognizes that Community School Governing Authorities control all revenues, through their treasurers, fiscal agents, grant monitoring and contracts. Fees paid out to management companies are for administration and consulting services rendered and are not considered different than fees paid directly to other contractors or administrators.
- The ESCLEW accepts that management contracts with start-up service fees are appropriate so long as the fees are documented, transparent and approved legitimate start-up services provided to the governing authority. Management contracts with termination fees are approved if the fees are based on past services, reimbursements, closure services, or fees approved by the State auditor or previously approved by the Internal Revenue Service in the school's Application for Tax Exempt Status.
- The ESCLEW expects that loans to a community school from a management company be documented clearly in writing and for a stated term, and that interest, if any, should be at or below market rate.
- The ESCLEW believes that managed schools sponsored by the ESCLEW should make provisions with the EMO or CMO for the governing authority to have its own attorney and accountants, in the case of negotiations or controversy between the parties. If a school has not made allowances for this in its management agreement, the ESCLEW feels that the management company should pay for, budget, or set aside provisions for the school's independent professional advisors as needed. The ESCLEW will require that revised or updated contracts address this issue.

The ESCLEW does not disapprove of a management company paying for the school's audits, accountants or attorneys from its fee, so long as the school's independent advisors are assured independence and payment, and confidentiality is preserved.

- The ESCLEW does not act as an auditor in checking all expenses of the school under vendor contracts, and does not assess the value of the services provided under third-party contracts. In addition, the ESCLEW expects the schools it sponsors to exert influence in their management contracts to require the management company to (a) comply with the guidance and laws concerning reporting expenditures to the auditor (if required by law), and (b) to guard against duplication of services between the management company, the school and other non-management company vendors and (c) to otherwise follow all laws, rules and regulations of the auditors and other applicable governmental agencies. The ESCLEW does not audit an independent, private management company, but expects that company to be able to substantiate to the School, that its staffing is sufficient to provide the services contracted for. If an EMO or a CMO is not in compliance with all laws, rules, or regulations, the ESCLEW may use all available remedies it may have at its disposal to require compliance.

ATTACHMENT 3.5.3

Attachment 3.5.3

School Name: _____

Sponsor Name _____

I. Initial Notifications, Student Records and School Records	
Completion Date	Mandatory Task
	Notify ODE that the school is closing and send the board resolution or an official sponsor notice from the superintendent or CEO within 24 hours of the action which includes the date of closing of the school. A school is officially closed when instruction is no longer taking place and the governing authority or sponsor issues an official notice which states the date of the school's closure.
	Notify parents that the school is closing through a formal letter from the school GA and the sponsor superintendent or CEO within 24 hours of the action. The letter to include but not limited to: the reason for the closing of the school, options for enrolling in another community school, traditional schools or nonpublic schools and contact information.
	Notify the Ohio State Teachers Retirement System and School Employees Retirement System.
	The sponsor shall take control of and secure all school records, property and assets immediately when the school closes: Reference the following DAS site for records retention schedules: http://apps.das.ohio.gov/rims/General/General.asp
	1. Student records shall be put into order and transcript materials produced immediately;
	2. A final FTE review shall be requested while student records are on site at the closed school and original student records shall be retained for the final state audit;
	3. Copies of student records shall be provided by the school's Chief Administrative Officer to all resident districts within seven business days of closure of the school as defined in section 3314.44 of the revised code; original records shall be sent by the sponsor to resident districts upon completion of the final state audit. In the interim, sponsors retain original records until completion of the audit.
	4. Special education records shall be provided directly to receiving school special education administrators for all students with disabilities, particularly for students with physical needs or low incidence disabilities.
	In concert with the governing authority, notify the school's staff of the decision to close the school:
	1. Provide a clear written timeline of the closing process;
	2. Ensure that STRS and SERS contributions are current;
	3. Clarify COBRA benefits and when medical benefits end;
	4. Remind the faculty of their obligation to teach up to the date of closing or otherwise determine that the school is properly staffed up to the time of closing;
	5. Ensure that each faculty's LPDC information is current and available to the teachers;
	6. Provide sponsor contact person information to all staff.

II. Disposition of Assets	
Completion Date	Mandatory Task
	If the governing authority does not retain a treasurer to oversee the remaining financial activity, (note that this Contract requires retention of the School Treasurer for oversight of all closure and post closure activity and responsibility) the sponsor, as may be provided for in the community school contract with the governing authority, shall act as or appoint a receiver to oversee the closing of the financial records in the absence of a fiscal officer.
	Keep State and Federal assets separated for purposes of disposition. Federal dollars cannot be used to pay state liabilities. Account for all school property throughout the closing process by distinguishing state from federal dollars:

II. Disposition of Assets	
Completion Date	Mandatory Task
	1. Review the financial records of the school;
	a. Establish the fair market (initial and amortized) value via fixed assets policy, for all fixed assets;
	b. Establish check off list of purchasers with proper USAS codes, state codes, the price of each item and identify the source of funds;
	c. Identify staff who will have legal authority for payment processes (e.g. checks, cash, credit cards, etc.);
	d. Establish disposition plan for any remaining items;
	e. Identify any State Facilities Commission guarantees.
	Prepare documentation for disposition of the school's fixed assets:
	1. Consistent with section 3314.051, offer real property acquired from a public school district to that school district's board first at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manner below.
	2. For Federal Title and other consolidated and competitive funds, follow EDGAR liquidation procedures in 34 CFR 80.32 including disposition for items valued at \$5,000 or greater;
	3. Public Charter School Program. PCSP assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the PCSP. If there are no takers, then an auction sale must be held to dispose of the assets along with the state funded assets:
	a. Notify Office of Community Schools, then public media (print media, radio) of the date and location of any property disposition auction;
	b. Follow EDGAR liquidation procedures in 34 CFR 80.32 for items valued at \$5,000 or greater;
	c. Provide board resolutions and minutes of any assets transferred at no cost to another school;
	e. Provide OCS with a written report of the property, and if available, a bill of sale;
	f. After the above steps have been taken, any remaining assets may be offered to any public school district with documented board resolutions by the community school and the accepting district.
	4. National School Lunch Program. Cafeteria equipment purchased with funds from the National School Lunch Program can only be liquidated through written guidance issued by the Office for Child Nutrition (OCN). Contact OCN prior to proceeding with any liquidation of Equipment.
	5. Technology. Return to eTech (formerly Ohio SchoolNet) hardware and software acquired with eTech grants.
	Utilize only state dollars, auction proceeds, foundation dollars and any other non-federal dollars to pay the following in order: [See Note Below]
	1. The school must and the sponsor may consult with its legal counsel prior implementing this section to determine if there are any outstanding federal or state claims that may need to be paid first including but not limited to including federal and state taxes, Medicare, Workers Compensation, and city wage taxes. If applicable, provide documentation of any Workers Compensation claims.
	2. STRS/SERS/retirement systems and other adjustments
	3. Teachers and staff;
	4. Private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs (prepared financials); [See Note 2 Below].
	5. Any remaining funds shall be forwarded to ODE for redistribution to resident school districts consistent with ORC 3314.074 (A)
	6. If the assets of the school are insufficient to pay all persons or entities to which compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance section 3314.074 and Chapter 1702 of the Ohio Revised Code.

II. Disposition of Assets	
Completion Date	Mandatory Task
	NOTE 1: Federal dollars can be used to pay the teacher costs and STRS/SERS/retirement costs for any employees who were paid from federal funds when the school was open. NOTE 2: Audit preparation costs can be paid from federal funds under certain conditions. Contact the Office of Grants Management for specific guidance before applying any costs against federal funds to support audit costs.

III. Preparation of Itemized Financials	
Completion Date	Mandatory Task
	Review and prepare the following itemized financials:
	1. Year-end financial statements, notes to the financial statements and if applicable schedule of federal awards;
	2. A cash analysis (taking the previous month's recap and reconciliation of bank accounts to books) for determination of the cash balance as of the closing date);
	3. Compile bank statements for the year;
	4. List of investments in paper hard copy format
	5. List of all payables and indicate when a check to pay the liability clears the bank;
	6. List all unused checks (collect and void all unused checks);
	7. List of any petty cash;
	8. List of bank accounts, closing the accounts once all transactions are cleared;
	9. List of all payroll reports including taxes, retirement or adjustments on employee contract.
	10 List of all accounts receivable.
	11. List of assets and their disposition.
	12. Final FTE audit information.
	13. Arrange for and establish a date for the Auditor of State to perform a financial closeout audit.

IV. Final Payments and Adjustments	
Completion Date	Mandatory Task
	Give the sponsor rights to continually monitor the condition of the closed school and to receive or transmit funds on behalf of the school as directed by an appropriate agency. Receipt of funds can happen more than a year after a school's closure, and the sponsor is hereby authorized to be the recipient of such funds and make all necessary adjustments.
	1. The sponsor may receive any funds or adjustments and credited to the account of the closed school.
	2. The Sponsor may determine if any portion of any funds or adjustments can be applied to satisfy any remaining debts and may pay such debts with school funds.
	3. The Sponsor may send all or the remaining portion to the Ohio Department of Education, Office of Policy and Payments, for final disposition.

The Treasurer, the School Governing Authority, and the Chief Administrator identified below have completed the above school closing requirements.

School Name: _____

School Treasurer: _____ Date: _____

School Governing Authority: _____ Date: _____

Chief Administrator: _____ Date: _____

ATTACHMENT 4.1
Conflict of Interest Policy

Board meetings are open to all members of the public. Public commentary is permitted with individual speakers limited to 3 minutes each following the guidelines available in the board pamphlet regarding speaker participation. Commentary specific to any individual employee or board member is strictly prohibited.

Article IX – Indemnification

Each person who at any time is or shall have been a member of the governance Board, officer, employee or agent of the Corporation and such person's heirs, executors, and administrators shall be indemnified by the corporation to the full extent permitted by ORC section 1702.12(E) in effect at the time of the adoption of these bylaws or amended thereafter. As authorized by the board, the Corporation may purchase and maintain insurance against liability on behalf of any such persons.

Article X – Amendments

These bylaws may be amended at any regular or special meeting of the Board by a two-thirds vote, provided that previous notice of the amendment was given to all members at least 4 days in advance.

Article XI – Code of Ethics

While serving as a member of the Autism Model School Board, each member shall agree to abide by the following code of ethics:

- A) Remember that my first and greatest concern must be the educational welfare of all students attending the school.
- B) Obey the laws of Ohio and the United States.
- C) Respect the confidentiality of privileged information.
- D) Recognize that as an individual Board member I have no authority to speak or act for the Board.
- E) Work with other members to establish effective Board policies.
- F) Delegate authority for the administration of the school to the Administration and staff.
- G) Encourage ongoing communications among Board members, the Board, students, staff, and the community.
- H) Render all decisions based on the available facts and independent judgment rather than succumbing to the influence of individuals or special interest groups.
- I) Make every effort to attend all Board meetings.
- J) Become informed concerning the issues to be considered at each meeting.
- K) Improve boardmanship by studying educational issues and by participating in in-service programs.
- L) Support the employment of staff members based on qualifications and not as a result of influence.
- M) Cooperate with other Board members and administrators to establish a system of regular and impartial evaluations of all staff.

The Policy and Procedure Handbook may change at any time during the fiscal year. Updates will be found on the school website Autismmodelschool.com.

- N) Avoid conflict of interest or the appearance thereof.
- O) Refrain from using their Board position for benefit of myself, family members or business associates.
- P) Express my personal opinions but, once the Board has acted, accept the will of the majority.

School Directory

No Person shall release or permit access to directory information concerning any student for use in a profit making activity. The administration of the school determines the appropriateness of access to student directory information.

Board Member Reimbursement

Board members are reimbursed at a rate of \$75.00 per meeting attended as of September 29, 2009, and paid after the December board meeting is held each year. Board members who do not wish to receive compensation must indicate so in writing each year, no later than December 31, of the year in question.

Purchases / Purchase Orders

All purchases including supplies, classroom materials, equipment, services, training, and other expenses for The Autism Model School must have prior approval from the Governing Board (see requirements below), the Director, and The Autism Model School Finance Department before incurring or ordering the expense / purchase.

All requests for school funds must be placed on a school purchase order and completed according to the most current purchase order procedure of the Lucas County Educational Service Center.

Requirements for Approval

- 1) All purchase orders totaling in the amount of \$750.00 or more from one vendor must have the approval of the Governing Board of The Autism Model School. This includes a one-item purchase or multiple items from the same vendor using one purchase order number.
- 2) All purchase orders totaling in the amount of \$500.00 or more for just one item from one vendor must have the approval of the Governing Board of The Autism Model School.

Note: An emergency meeting of the Governing Board may be called to expedite the approval process.

- 3) All other purchase orders (those under the amount of \$750.00 for **multiple** items from one vendor or those under \$500.00) must have prior approval

The Policy and Procedure Handbook may change at any time during the fiscal year. Updates will be found on the school website Autismmodelschool.com.

ATTACHMENT 6.3

Educational Program

- A. Curriculum and Evidence/Research of Viability of Curriculum
- B. Classroom based and non-classroom based learning opportunities – include learning opportunities off site, by internet, by independent study, on contingency days, by field trip, on suspension or expulsion, etc. “Learning Opportunities” is currently defined as follows:
 - ... classroom-based or non-classroom-based supervised instructional and educational activities which are defined in the community school’s contract and are:
 - (1) provided by or supervised by a licensed teacher;
 - (2) goal oriented; and
 - (3) certified by a licensed teacher as meeting the criteria established for completing the learning opportunity” (emphasis added). See OAC 3301-102-02
- C. Focus, Mission, Philosophy, Goals and Objectives
- D. Instructional Delivery Methods
- E. School Calendar (including adequate contingency days)
- F. Alignment with Ohio Academic Standards
- G. Any Credit Flexibility Program

Administrative Directives

Administration / Overview

Any policy contained in this manual that is found to be not compliant with the Ohio Revised Code shall be removed without affecting any other policy contained herein.

2020-2021 Mission Statement

The Autism Model School

Multiple Options for Developmental and Educational Learning

MISSION STATEMENT

"The school, in partnership with parents and the community, will provide a nurturing environment, and develop the full potential of differently -abled students within the Autistic Spectrum Disorders using a multidisciplinary approach addressing individual needs."

We Believe:

The only appropriate education is an effective education.

Parental involvement and participation is crucial in a child's development.

Educational programs should be held accountable to produce outcomes that are socially valuable, functional, and acceptable.

A working relationship between school and home is critical to the success of a child's education.

If the child cannot learn by the way that we teach, then we must teach in a way the child can learn.

Behavior in any form is communication.

Everyone belongs.

Educational Philosophy

The Autism Model School serves students with a diagnosis of autism spectrum disorders. History shows that 100% of students attending the school are assessed with the alternate assessment for their age. The school adopts a curriculum and intervention programs for all students as listed below. The Autism Model School provides a humanistic learning environment for children with Autistic Spectrum Disorders. Education and scientific research indicates that highly structured, intensive education, especially in the early grades and preschool is the most appropriate teaching method for students for this population. Research also indicates individuals with these disorders benefit most from a multifaceted approach to learning.

In a collaborative effort with parents, The Autism Model School has developed an innovative program to accommodate the individual needs of each student. Each aspect of the program represents a continuum of services and environments from the most restrictive, to transition to a regular education classroom.

Together with parents, The Autism Model School provides each student with an individualized education program. The programming combines systematic instructional techniques based on the principles of applied behavior analysis, visual cueing systems, communication training, structured teaching, sensory integration, and direct social skill instruction.

Several groupings are taken into account. They include age, cognitive ability, severity of behavioral symptoms, and need for structure. Classes emphasize the development of communication, self-help, independence, social, motor, sensory integration, and cognitive skills. Strategies employed are based on the unique learning characteristics of each individual.

Reading, mathematics, and handwriting are part of the curriculum when students demonstrate the prerequisite skills. Multi-sensory curricula are implemented with this population. Daily living and vocational skills are an emphasis based on their ability levels.

Great emphasis is placed on staff training and development. The school recognizes and supports ongoing training in research-based educational practices with measurable positive outcomes.

With inclusion into various community settings the goal for all students; The Autism Model School recognizes the need for training and education for the broader society.

Support Services

The responsibilities of individuals providing support service therapies including but not limited to Speech Therapy, Occupational Therapy, Physical Therapy, and

The Policy and Procedure Handbook may change at any time during the fiscal year. Updates will be found on the school website Autismmodelschool.com.

Physical Education. Therapies include the delivery of services as written in student's Individual Education Plans (I.E.P.s) through the educational methodology implemented at the school, to the extent possible for each individual.

Embedding Therapies

Educational programming at The Autism Model School incorporates intensive structured teaching methods. These methods focus on the enhancement of communication skills, the facilitation of learning readiness skills, and the development of academic learning. As a basis for the classroom programming, components of Applied Verbal Behavior, the Picture Exchange Communications System (PECS), and Division TEACCH-style independent workstations directly lend to the embedding of sensory integration, occupational, and speech/language therapies into the classroom curriculum.

Due to the ongoing need of these related therapies by most individuals with autism, the "pull-out" model of direct services must be altered in order to effectively provide for more comprehensive therapy interventions. In order to more effectively serve the individual needs for the Model School students, a shift from a "pull-out" therapy model to an embedded, collaborative, classroom model is necessary. Each child's implementation of appropriate interventions crosses classroom activities. Therapy goals are addressed through the collaboration of licensed therapists and teachers and paraprofessionals trained by these therapists in all intervention strategies.

Lastly, and most importantly, the school recognizes that these embedded therapies are effective in meeting the communication and sensory needs of students diagnosed with autism spectrum disorders. The school's philosophy of embedded therapies reinforces the structure and intensive programming techniques that are incorporated through the school classrooms.

Special Education Planning / IEPs

The Autism Model School adopts the policies as specified in *Model Policies and Procedures for the Education of Children with Disabilities*, The Ohio Department of Education, Columbus, Ohio, 2003. The Autism Model School will adopt revisions and addendum to these policies and procedures as they become available through the Department of Education.

504 Plan

Students Protected under Section 504

Children who have disabilities, but whose disabilities do not interfere with their ability to progress in general education are not eligible for special education services, may be entitled to a 504 Accommodation Plan.

To be protected under Section 504, a student must be determined to: 1) have a

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needed would consist of monthly meetings to review questions and/or concerns the new teacher may have. In addition, the Education Director and/or the new teacher can request at anytime during stage 3 that stage 2 needs to be revisited.

Two Year Mentoring

Stage Three will continue for one more year for those teachers holding a two year alternative teaching license.

Local Professional Development
Committee



The Autism Model School contracts with the Lucas County Educational Service Center for Local Professional Development Committee activities.

Veteran's Day



The Autism Model School, in accordance with the Ohio Revised Code will devote time on or about Veterans' day to an observance that conveys the meaning and significance of that day. The amount of time each school devotes to this observance shall be at least one hour.

Credit Flexibility Policy



1. The Autism Model School communicates the aspects of the credit flexibility policy and plan to students and parents through the following methods:
 - A. Information packet sent to parents and students during the first week of the academic year. |
 - B. Included in each student's IEP. (All students attending The Autism Model School are on an IEP).
 - C. Attached to quarterly progress reports.
2. The Autism Model School's credit flexibility plan allows for demonstrated proficiency options on an on-going basis including, but not limited to the passing of cumulative course exams offered on-line at any point in the course, service learning reports of proficiency, research-based project supervisor reports of proficiency, and internship supervisor reports of proficiency.
3. The Autism Model School recognizes any grade of A, B, C, or D to demonstrate proficiency in a particular subject.
4. The Autism Model School allows for demonstration of proficiency to count towards course requirements for graduation.

5. The Autism Model School through its superintendent/designee determines credit equivalency for a Carnegie Unit (120 hours of seat time) for any student's individual work as written in their IEP.
6. The Autism Model School does not limit the number of courses or credits earned through credit flexibility.
7. The Autism Model School allows for both simultaneous credit and/or partial credit to be earned through the credit flexibility process on an individual basis as described in each student's IEP.
8. The Autism Model School does not prohibit access to online education, postsecondary options, or services from another district as approved by the Board.
9. The Autism Model School allows for the acceptance of credit from other districts and educational providers.
10. The Autism Model School establishes provisions on an individual basis with a student's IEP when students do not or cannot complete requirements.
11. The Autism Model School's review process regarding the methods and frequency of communication with students and parents is directed by the Superintendent/designee through the use of surveys, transcript and IEP reviews, and data collection in the first year of the policy. The Superintendent/designee collects and submits performance data including, but not limited to, the number of participating students, total credits earned and extent to which student participation reflects diversity of the student body.

Student Classroom Files

An individual classroom file on each student is maintained by each classroom teacher and contains at a minimum a copy of the student's current Evaluation Team Report(ETR), current Individual Education Plan, and any parent/professional contact documented in a contact log. Following an IEP meeting, the teacher is responsible for securing a copy of the newly formed IEP. In addition, the teacher is responsible for securing accurate "Progress Charts" for each of his/ her students. When a student withdraws from the school, the classroom file for that student is turned into the Education Director or Assistant Director.

Materials / Supplies

All materials created at the school or purchased by the school must remain at The Autism Model School at all times. If you wish to take materials of any sort belonging to the school off the grounds of the school then you must get permission from the Education Director. When you terminate employment with the school you must leave all materials produced at the school, with the school's supplies and in the school as property of The Autism Model School.

Classroom Supplies

Any supplies (otherwise not provided) deemed necessary by the classroom team must be submitted to the Administrative Assistant via the Education Director or the Director (See "Supply Request Form"). The Administrative Assistant must receive approval for

Autism Model School 2012-2013 Calendar

Board Approved on March 26, 2012

	6/1/2012 Friday	Last Day Before June Break
	6/4/12-6/15/12	June Break
	6/18/2012 Monday	Teacher Work Day - No Students
	6/19/2012 Tuesday	School Resumes
	6/29/2012 Friday	Last Day of 4th Quarter
1st Quarter		
	7/2/2012 Monday	1st Quarter Begins
	7/4/2012 Wednesday	Independence Day - No School
	8/3/2012 Friday	Progress Reports Sent Home
	8/3/2012 Friday	Last Day Before August Break
	8/6/12-8/24/12	August Break - No School
	8/20/12-8/24/12	Teacher Work Week - No Students
	8/27/2012 Monday	School Resumes
	9/3/2012 Monday	Labor Day - No School
	10/5/2012 Friday	Last Day of 1st Quarter
53 Student Days/5 Teacher Work Days		
2nd Quarter		
	10/8/2012 Monday	2nd Quarter Begins
	10/18/2012 Thursday	Progress Reports Sent Home
	10/19/2012 Friday	Parent/Teacher Conferences - No Students
	11/1/2012 Thursday	Picture Day
	11/16/2012 Friday	2 Hour Delay for Students (Possible Benefit Event)
	11/21/2012 Wednesday	Teacher Work Day - No Students
	11/22/12-11/23/12	Thanksgiving Break - No School
	11/26/2012 Monday	School Resumes
	12/21/2012 Friday	Last Day of 2nd Quarter
	12/21/2012 Friday	Last Day Before Winter Break
	12/24/12-1/2/13	Winter Break
51 Student Days/1 Conference Day/1 Teacher Work Day		
3rd Quarter		
	1/3/2013 Thursday	School Resumes
	1/3/2013 Thursday	3rd Quarter Begins
	1/18/2013 Friday	Progress Reports Sent Home
	1/21/2013 Monday	Martin Luther King, Jr. Day - No School
	2/15/2012 Friday	Teacher In-Service Day - No Students
	2/18/2013 Monday	President's Day - No School
	3/22/2013 Friday	Last Day of 3rd Quarter
54 Student Days/1 In-Service Day		
4th Quarter		
	3/25/2013 Monday	4th Quarter Begins
	3/27/2013 Wednesday	Progress Reports Sent Home
	3/28/2013 Thursday	Parent/Teacher Conferences - No Students
	3/28/2013 Thursday	Last Day Before Spring Break
	3/29/13-4/5/13	Spring Break
	4/8/2013 Monday	School Resumes
	4/18/2013 Friday	Autism Awareness Breakfast
	5/4/2013 Saturday	Tentative Date for Prom
	5/17/2013 Friday	Teacher In-Service Day - No Students
	5/27/2013 Monday	Memorial Day - No School
	6/7/2013 Friday	Last Day Before June Break
	6/10/13-6/25/13	June Break
	6/26/2013 Wednesday	Teacher Work Day - No Students
	6/27/2013 Thursday	School Resumes
	6/28/2013 Friday	Last Day of 4th Quarter
48 Student Days/1 Conference Day/1 In-Service Day/1 Teacher Work Day		

*Any changes to this calendar will be communicated to parents in writing.

*Calamity Days will be announced on local television news programs

ATTACHMENT 6.4

Performance Standards, Testing and Assessments, Goals, Initial and Yearly Performance Benchmarking

(Also, address attendance rates, teacher turnover, student re-enrollment, parent satisfaction, success of mission driven programs (such as Career Technical, or otherwise) special education program and compliance, assessments (internal and state required), performance index scores, Adequate Yearly Progress-, graduation rates and graduation tests, and any internal goals and missions affecting educational performance and assessments.)

ATTACHMENT 6.4, continued

Sponsor's Monitoring of Assessments and Goals shall include but not be limited to the following:

1. If the School drops one ranking level in Ohio Report Card standing, the Sponsor may, at its discretion, require an explanation, analyses or corrective action plans concerning a specific area or areas causing the drop in ranking.
2. If the School drops two or more ranking levels in Ohio Report Card standing, or, drops to the lowest report card ranking, the Sponsor may, at its discretion, require a targeted, detailed corrective action plan, require outside consultants or counseling, require meetings with the administration or Board of Directors to identify issues, or any other means of inducing academic improvement.

The above monitoring is not a pre-condition to any disciplinary process allowed by law, is not a mandatory Sponsor responsibility, and is in addition to any and all disciplinary procedures allowed by law.

11. Student Performance

- A. Describe your proposed plan to assess student performance.**
- B. What remediation will be available for special needs (under/over performing, special education) students?**
- C. How will student development towards the school's stated learning objectives be measured? (see question #2)**

Each student attending the school will have an Individual Education Plan (IEP). Assessment of student performance will be based on the accomplishment of the goals of each IEP. IEPs will address each of the school's stated learning objectives with individualized outcomes as goals. In modeling after the Baudhuin School, students will be assessed regularly for appropriate movement into the various tiers of skills and abilities.

The Baudhuin School's evaluation of student performance will be adopted with regular review of student progress for proper placement in the various tiers. Additionally, individual students may receive any of the following in-depth assessments as determined by teachers and the director.

1. A speech-language assessment that may include two pragmatic checklists.
2. Bayley Scales of Infant Development or the Developmental Profile II.
3. Vineland Adaptive Behavior Scales, Interview Edition.
4. CARS (Childhood Autism Rating Scale).
5. GARS (Gilliam Autism Rating Scale).
6. Case History.
7. Parent Interview.
8. Observation of play.

Each individual will be reevaluated on the federally mandated 3 year reevaluation schedule. Daily communication forms, detailing the activities of the day and the child's performance and behaviors will be used to keep parents and caregivers informed of their child's progress. Family members as well as the faculty and staff may request a review to address issues specific to any student at any time.

12. Accountability

A. Describe the comprehensive system of performance standards and assessment measures by which the success of the school will be evaluated. (The system can include, but is not limited to, self-assessment measures).

Success will be measured by, but not limited to, the ability of students to become participating members of a school community with appropriate, workable supports as needed, or participating members of the community in some other setting.

Final assessment will be ongoing, and will be performance based. It will include evaluation by M.O.D.E.L. Community School representatives, representatives from other schools the students are attending, and community members who serve as employment or avocation evaluators. An attempt will be made to gauge the degree of student functioning and inclusion in society on a long term basis. This will be done through questionnaires to alumni and their families.

Intermediate assessment will include regular evaluations. Various groups may be employed such as Orchlish, SERRC, local university special education departments, and/or other groups operating similar schools such as the Baudhuin School and the Alpine Learning Group.

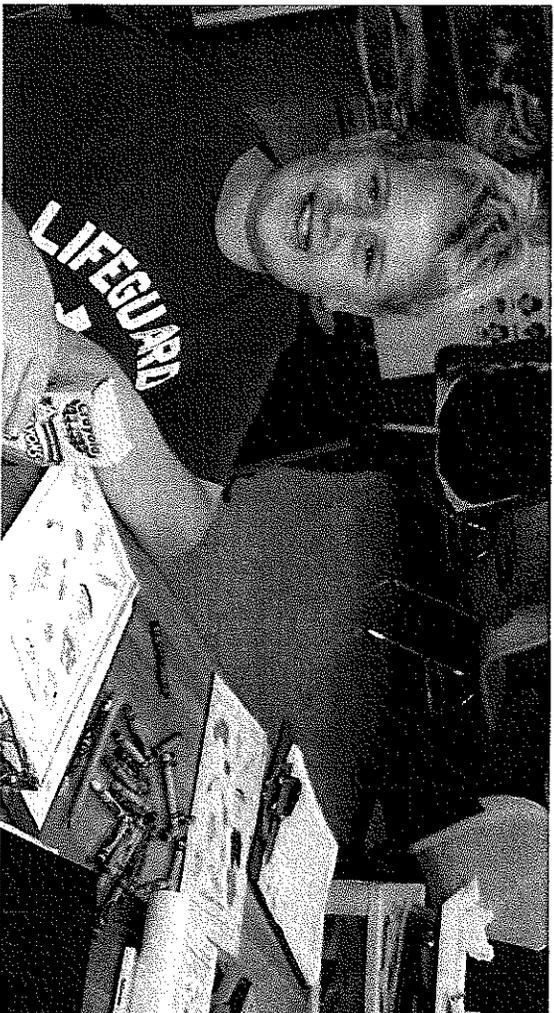
B. How will teachers and administrators be evaluated? Describe your standads for teacher and staff performance.

Standards for instructional staff performance will include evaluation of each instructor's ability to use applied behavior analysis in the application of the daily curriculum. Evaluations will be performance based through regular observation, self assessment, peer review, and the individual's ability to direct classroom aides, and to adopt the use of applied behavior analysis in the application of the daily curriculum. Outcome criteria will include the success of student achievement in meeting IEP goals and the ability of the instructor to identify and adjust teaching techniques based on individual student's progress or lack of progress.

C. How do you plan to hold your school accountable to the public and the parents of the children in attendance at your school?

One of the requirements for entrance will be a commitment from parents to be involved in educational planning and activities for their student on a regularly scheduled basis. They will be an integral part of the educational team addressing their child's needs.

- a. Parents will be a part of all strategy planning and IEP teams.
- b. Daily communication with parents will keep them constantly aware of their student's progress.
- c. Written, individual records of instructional methods used and outcomes will be kept and will be made available to parents upon request.



The Autism Model School

Annual Report

2010 – 2011

Mission:

The school, in partnership with parents and the community, will provide a nurturing environment, and develop the full potential of differently-abled students within the Autistic Spectrum Disorders using a multidisciplinary approach addressing individual needs.

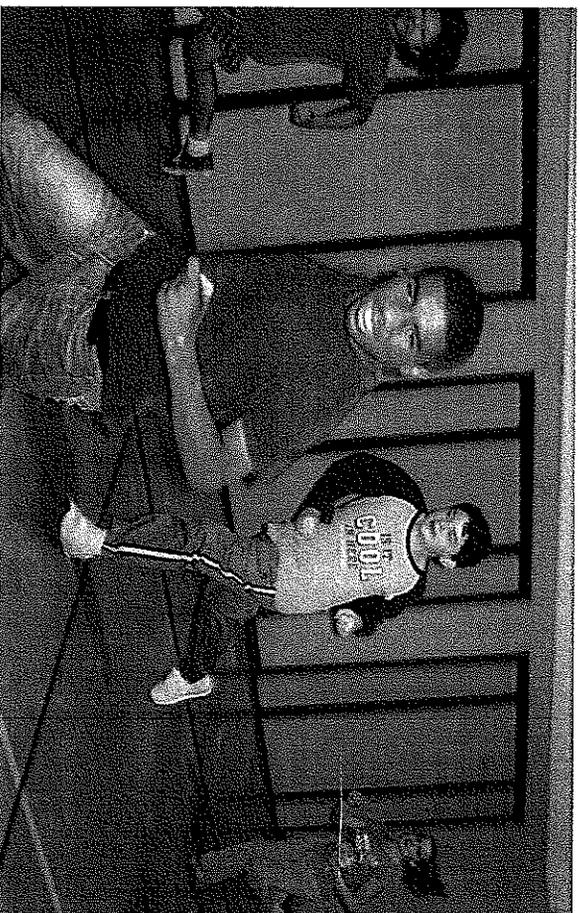
We believe:

- ✦ The only appropriate education is an effective education.
- ✦ Parental involvement and participation is crucial in a child's development.
- ✦ Educational programs should be held accountable to produce outcomes that are socially valuable, functional and acceptable.
- ✦ A working relationship between school and home is critical to the success of a child's education.
- ✦ If the child cannot learn by the way that we teach, then we must teach in a way the child can learn.
- ✦ Behavior in any form is communication.
- ✦ Everyone belongs.

School Information:

The Autism Model School (AMS) was established as one of the first community schools in Ohio in 1998. The original founders were all parents of children with autism and these parents were looking for an appropriate educational placement for their child.

AMS accepts students with a medical diagnosis on the autism spectrum. Students must be age 5 to age 21 and they must be residents of Ohio. The school is un-graded and groups students according to their abilities within a 5-year age span. Each classroom has a maximum of 6 students.



Left to right, Eric, DJ, Michael and Kaylee work out in the gym.

School Calendar:

The school operates on a year-round schedule with four short breaks throughout the year. The school day is six hours long, and the school is in session 206 days per year with three days scheduled for parent-teacher conferences.



Lily takes a break between lessons.

Programming:

Academics are taught with a focus on the visual and multi-sensory learning strengths of students with autism. Site-word reading, multi-sensory mathematic curricula, and computer-based lessons focus on the assets for learning that students with autism possess.

Communication skills, behavior self-management, social skills, and self-help skills are taught directly in a variety of manners including Applied Verbal Behavior-type teaching, social stories, visual cueing methods, and group teaching. These areas are a main focus of the school besides academics.

Students:

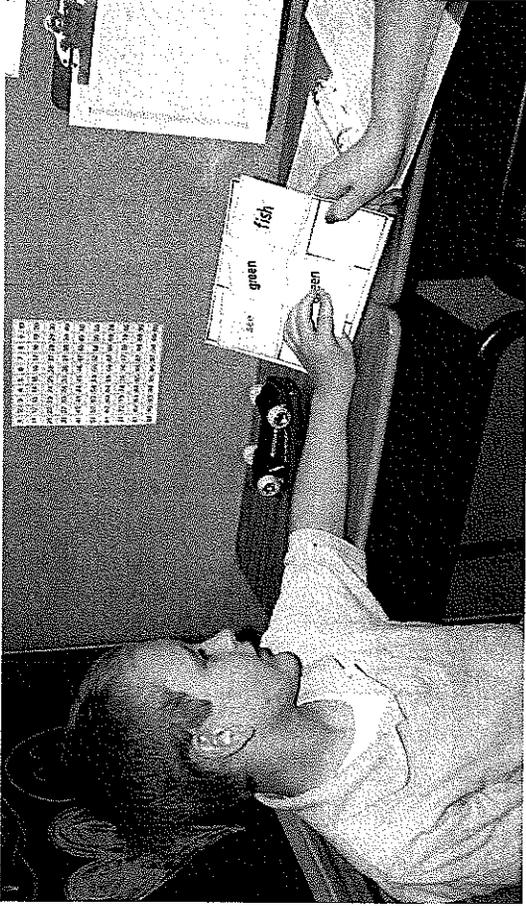
- ✓ 74% of the school's students are boys. This is similar to the national statistics showing that boys receive a diagnosis of autism four to five times more often than girls.
- ✓ 95% of the students live in Lucas County, Ohio.
- ✓ 25% of the students are of minority backgrounds.

Teachers and Educational Staff:

- ✓ Teachers: At the Autism Model School (AMS) there is one licensed teacher per classroom with a maximum of six students. One hundred percent of the teachers are Highly Qualified in Special Education as Intervention Specialists, and hold a minimum of a Bachelor's Degree. Thirteen percent of AMS teachers hold a Master's Degree.
- ✓ Behavior Management Director: The school transitioned from an Education Director to a Behavior Management Director during the year. The current Behavior Management Director is Joel Vidovic who holds a Master's Degree in Special Education and is a Board Certified Behavior Analyst.
- ✓ Para-Professional Aides: At AMS there is a minimum of one Highly Qualified Para-Professional Aide per classroom. Some classrooms are staffed with four Para-Professional Aides when behavior management is a high priority. AMS employs 35 full-time Para-Professional Aides.
- ✓ Therapists: A full-time staff Speech Therapist, a full-time Certified Occupational Therapy Assistant, and a Part-Time Occupational Therapist provide support to classroom teachers for embedding therapies into daily routines and lessons.

Administration:

- ✓ Mary Walters, Director
- ✓ Matthew Storer, Assistant Director
- ✓ Judy Disher, Administrative Assistant
- ✓ Jeana Kirkendall, Student Services Director



The Assessment of Basic Language and Learning Skills (Revised) ABLLS is used as an assessment tool for baseline performance for each student. This tool also gauges progress in 26 areas ranging from self-help skills, to communication skills to academics. The Autism Model School uses other tools including the VB-MAPP.

Connor works on academics tailored to his needs and abilities.

Assessments: Alternate assessments are taken by 95% of the students attending The Autism Model School (AMS). A small percentage of students take the standard Ohio Assessment Test or the Ohio Graduation Test with accommodations.

AMS has a strong Vocational Program for students who are age 16 or older. Becky Knapp, Job Training Coordinator has developed this program over the years with experiences ranging from In-School skill development to community-based job training opportunities at Goodwill Industries, TJ Max Stores, Rue 21 stores, local restaurants, libraries, and businesses. Students have begun receiving paid positions through the collaboration between AMS and local businesses.

Student Performance

Percentage of Students at
and above the Proficient Level

State Requirement

3 rd Grade Achievement		
Reading	79.9%	75%
Mathematics	82.0%	75%
4 th Grade Achievement		
Reading	83.8%	75%
Mathematics	78.1%	75%
5 th Grade Achievement		
Reading	74.1%	75%
Mathematics	66.1%	75%
Science	71.1%	75%
6 th Grade Achievement		
Reading	85.6%	75%
Mathematics	77.5%	75%
7 th Grade Achievement		
Reading	77.3%	75%
Mathematics	74.8%	75%
8 th Grade Achievement		
Reading	85.1%	75%
Mathematics	74.3%	75%
Science	67.4%	75%
Ohio Graduation Tests (10 th Grade)		
Reading	87.2%	75%
Mathematics	82.6%	75%
Writing	89.5%	75%
Science	74.7%	75%
Social Studies	80.1%	75%
Ohio Graduation Tests (11 th Grade)		
Reading	92.4%	85%
Mathematics	89.1%	85%
Writing	93.4%	85%
Science	84.2%	85%
Social Studies	80.1%	85%
Attendance	91.7%	93%

The Autism Model School
Lucas County, Ohio

Statements of Revenues, Expenses and Changes in Net Assets
For the Fiscal Year Ended June 30, 2011

Operating revenues:	
Foundation basic aid.	\$ 468,432
Poverty-based assistance.	32,045
Special education.	1,922,816
Sales/charges for services.	808
Other.	<u>20,499</u>
Total operating revenues.	2,444,600
Operating expenses:	
Salaries and wages.	1,560,597
Fringe benefits.	338,204
Purchased services.	752,120
Materials and supplies.	194,784
Other.	43,209
Depreciation.	<u>37,699</u>
Total operating expenses.	<u>2,926,613</u>
Operating loss.	<u>(482,013)</u>
Non-operating revenues (expenses):	
Federal and state operating grants.	657,124
Interest income.	245
Contributions and donations.	34,586
Interest and fiscal charges.	<u>(4,976)</u>
Total non-operating revenues (expenses)	<u>686,979</u>
Change in net assets.	204,966
Net assets at beginning of year.	<u>221,591</u>
Net assets at end of year.	<u>\$ 426,557</u>

Autism Model School 2011-2012 Calendar

	6/20/2011 Monday	Teacher Work Day - No Students
	6/21/2011 Tuesday	School Resumes
	6/30/2011 Thursday	Last Day of 4th Quarter
1st Quarter		
	7/1/2011 Friday	1st Quarter Begins
	7/4/11-7/5/11 Mon. & Tues.	Independence Day - No School
	7/29/2011 Friday	Progress Reports Go Home
	7/29/2011 Friday	Last Day Before Summer Break
	8/1/11-8/19/11	Summer Break - No School
	8/15/11-8/19/11	Teacher Work Week - No Students
	8/22/2011 Monday	School Resumes
	9/5/2011 Monday	Labor Day - No School
	10/7/2011 Friday	Last Day of 1st Quarter
53 Student Days/5 Teacher Work Days		
2nd Quarter		
	10/10/2011 Monday	2nd Quarter Begins
	10/20/2011 Thursday	Progress Reports Go Home
	10/21/2011 Friday	Parent/Teacher Conferences - No Students
	11/23/2011 Wednesday	Teacher Work Day - No Students
	11/24/11-11/25/11	Thanksgiving Break - No School
	11/28/2011 Monday	School Resumes
	12/21/2011 Wednesday	Last Day Before Winter Break
	12/21/2011 Wednesday	Last Day of 2nd Quarter
	12/22/11-1/2/12	Winter Break - No School
49 Student Days/1 Teacher Work Day/1 Conference Day		
3rd Quarter		
	1/3/2012 Tuesday	School Resumes
	1/3/2012 Tuesday	3rd Quarter Begins
	1/16/2012 Monday	Martin Luther King, Jr. Day - No School
	1/19/2012 Thursday	Progress Reports Go Home
	1/20/2012 Friday	Parent/Teacher Conferences - No Students
	2/17/2012 Friday	Teacher In-Service Day - No Students
	2/20/2012 Monday	President's Day - No School
	3/16/2012 Friday	Last Day of 3rd Quarter
50 Student Days/1 Conference Day/1 In-Service Day		
4th Quarter		
	3/19/2012 Monday	4th Quarter Begins
	3/29/2012 Thursday	Progress Reports Go Home
	3/30/2012 Friday	Parent/Teacher Conferences - No Students
	4/5/2012 Thursday	Last Day Before Spring Break
	4/6/12-4/13/12	Spring Break
	4/16/2012 Monday	School Resumes
	5/17/2012 Thursday	Teacher In-Service Day - No Students
	5/18/2012 Friday	Teacher Work Day - No Students
	5/28/2012 Monday	Memorial Day - No School
	6/1/2012 Friday	Last Day Before June Break
	6/4/12-6/15/12	June Break
	6/18/2012 Monday	Teacher Work Day
	6/19/2012 Tuesday	School Resumes
	6/29/2012 Friday	Last Day of 4th Quarter
54 Student Days/2 Teacher Work Days/1 In-Service Day/1 Conference Day		

*If the child cannot learn by the way that we teach,
then, we must teach in a way that the child can learn.*

The Autism Model School is a charitable organization and accepts donations to further our mission.

All donations are tax deductible as allowable under the IRS code.

Please call 419-897-4400 if you would like more information.

ATTACHMENT 6.5

Commitment to Racial and Ethnic Balance (Plan to Achieve and Continue)

of children under 504 and the provisions of the regulations implementing 504. A Hearing Officer may not award attorneys' fees as part of relief granted to a parent.

Appeal Procedure. If not satisfied by the decision of the Hearing Officer, any party may appeal the hearing decision to a court of competent jurisdiction.

Access to Equal Educational Opportunity/ Admission and Lottery Standards



The Autism Model School accepts students for enrollment based on the following criteria:

1. The student must be a resident of the state of Ohio.
2. The student must be age five (5) up to age twenty-one (21).
3. The student must have a primary medical diagnosis of an autism spectrum disorder at the time of enrollment or when the child's name is chosen as next on the waiting list.
4. If openings exist at the school and no child with autism is on the waiting list, a student with any disability or no disability may enroll.
5. A completed application for enrollment must be received by the school for all students wishing to enroll.

Waiting list procedures:

1. Students return a completed application which is date stamped with the date the school receives the completed application
2. If no opening exists at the school, students are placed on a waiting list up to ten students long, with the students filling the first ten spots based on the oldest date stamp for the school having received the completed application.
3. If the waiting list exceeds ten students, the school holds a lottery of all students on the waiting list. The lottery establishes the waiting list of students for all students once the waiting list exceeds ten students.
4. When a student from the waiting list is offered an open position for enrollment at the school, the family has three days to accept or reject the position before the school offers the position to the student next on the waiting list.
5. Any sibling of a student currently enrolled at The Autism Model School rises to the top of the waiting list regardless of lotteries or time frame of the school's receipt of the completed application.

The Autism Model School does not discriminate based on race, color, national origin, gender, ethnic background, religious preference, or sexual orientation.

Homeless Children and Youth



The Policy and Procedure Handbook may change at any time during the fiscal year. Updates will be found on the school website Autismmodelschool.com.

To better serve as a resource to employees, board members and parents, this working document is divided into three sections or handbooks -

- Administrative
Addresses the school's mission and philosophy, organizational chart, the board and its bylaws, employment and new hire procedures, employee benefits and any other operational procedures.
- Employee
Addresses the employee's responsibilities including work ethics, tardiness and absences, chain of communication, dismissal and abuse policies.
- Student / Parent
Addresses the parent's responsibilities in the areas of tardiness, sickness, visitation and involvement.

This handbook is not a contract for employment, a guarantee of benefits, pay or job protection.

Adoption of New Policies

The Autism Model School grants the Director authority to address the adoption of a new policy and the immediate implementation of that policy at will if necessary, with a confirmation or rejection of the policy at the next planned board meeting.

Equal Opportunity Employer

To give equal employment and advancement opportunities to all people, we make employment decisions at the Autism Model School based on each person's performance, qualifications and abilities. The Autism Model School does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, military/veteran status, sexual orientation, gender identity, genetic information or any other characteristic protected by law.

Our equal employment opportunity policy covers all employment practices, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. You may discuss equal employment opportunity related questions with the Director or Assistant Director.

Employment of Instructional Staff

Hiring of instructional staff with experience in applied behavioral analysis, the PECS (picture exchange communication system), and Division TEACCH programming is a priority of the school.

ATTACHMENT 6.7

**Suspension, Expulsion, Permanent Exclusion Policy
Due Process Procedures
Policy for Discipline, Suspension, Expulsion of Disabled Students**

31. Users shall not read other users' mail or files; they shall not attempt to interfere with other users' ability to send or receive electronic mail, nor shall they attempt to read, delete, copy, modify or forge other users' mail.
32. Users are expected to keep messages brief and use appropriate language.
33. Users shall report any security problems or misuse of the network to the teacher or the Director, Assistant Director or Educational Director.

Student Cell Phone Policy

Students are permitted to bring personal cellular phones to school. Students must turn their cell phones off during school hours. All other electronic equipment is not permitted at school unless written permission is given by the classroom teacher.

Suspension & Expulsion of Students

The main focus of The Autism Model School is to support the educational curriculum of children that fall into the Autism Spectrum Disorders. The Autism Model School's Planning Committee recognized that several challenging behaviors manifest from the disabilities to be served. Minimizing challenging behaviors will be one of the foci of The Autism Model School. By implementing positive behavior supports, providing children with the skills to make choices and communicate their needs, effective teaching strategies, high staff-to-student ratios, and high rates of student engagement, inappropriate behaviors are decreased. Individualized behavior plans are incorporated into IEPs as needed.

However, if a situation arises that involves serious violations noted below, expulsion may be appropriate at the discretion of the school board. Serious violations include, but are not limited to:

NO ALCOHOL OR OTHER ILLEGAL DRUGS. A student shall not possess, use, conceal, sell, and offer to sell, or be under the influence of alcohol or illegal drugs. Sale or distribution of any of the foregoing may result in expulsion.

NO WEAPONS. A student shall not possess, handle, transmit, conceal, or use an implement designed to be used as a dangerous weapon. Violation of this rule results in referral by school personnel to the juvenile justice system and may result in expulsion.

INTENTIONAL ARSON. A student shall not burn property or cause property to be burned. Violations of this rule may result in expulsion.

EXPLOSIVES. A student shall not possess, handle, transmit, conceals or use any form of fireworks, explosive devices or substances which can be used as explosives. Violations of this rule may result in expulsion.

The Policy and Procedure Handbook may change at any time during the fiscal year. Updates will be found on the school website Autismmodelschool.com.

Other serious offenses follow the guidelines of the IEP.

The Autism Model School
Student Code of Conduct

This code of conduct will be implemented with extreme caution and discretion while employing a functional behavior analysis to be involved with all processes regarding individual student behavior, and particular attention paid to individual student's educational diagnosis as determined by their multi-factored evaluation (M.F.E.).

Senate Bill #1 of 1999 addition to ORC Section 3313.66

This code of conduct is in effect while students are under the authority of school personnel or involved in any school activity. This includes, but is not limited to, school buses or transportation and property under the control of school authorities, and while at extracurricular events, or other school activities or programs.

In addition, this Code of Conduct includes:

- 1) misconduct by a student that occurs off school district property but is connected to activities or incidents that have occurred on school district property; and*
- 2) misconduct by a student that, regardless of where it occurs, is directed at a district official or employee or the property of an official or employee.*

This code meets the intent of HBO 421 which required each board of education to adopt a set of rules and regulations designed to maintain order and discipline necessary for effective learning. The Board of Education's primary concern is that students learn in an environment conducive to learning. Students in a school system have the responsibility to act in such a way as not to interfere with the rights of others to their proper educational opportunity. By accepting the right to participate in school programs on and off school property, the students shall also accept the responsibility to conduct themselves according to the rules, regulations, and provisions governing the operation of these programs. Students are subject to the discipline code while attending athletic events, all other school functions, and while on field trips and to and from field trips.

The Student Discipline Code describes: 1) the types of conduct that will lead to certain disciplinary action and 2) the procedures to be employed in removals, suspensions and expulsions of students. The Student Discipline code shall be made available to all students and posted in a central location within each school.

Pupils accused of violating a school rule or committing an act of misbehavior shall be so informed along with their parents/guardians, and shall have an

The Policy and Procedure Handbook may change at any time during the fiscal year. Updates will be found on the school website Autismmodelschool.com.

opportunity to express their viewpoint before a decision is made about the type of disciplinary action to be taken.

Students 18 years of age and older are considered by law to be adults. As such, they are entitled to function in place of their parents in matters being dealt within the following code. However, if a matter as serious as suspension or expulsion of an "adult student" is pending, the school administration will assume the parents or guardians will want to know. Thus, they will be notified.

Methods of Discipline

The building principal is charged with the proper enforcement of discipline in the total school setting. The principal has the discretionary authority to use or authorize other certified personnel to use the following disciplinary measures to correct pupil behavior:

1. Deny privileges
2. Suspension from school and/or school related activities
3. Arrange in-school reassignments
4. Recommend to the superintendent for expulsion
5. Refer for citation to Juvenile Court
6. Arrange pupil or parental conferences
7. Removal from class, activities or the premises
8. Safe School Act filed or contact juvenile authorities
9. Ask the parents to remove their children from school for the protection of the youngsters involved, pending investigation of a situation which may be disruptive to the school program
10. Prescribe other disciplinary measures
11. Assignment to Alternative Educational Facility by Superintendent
12. Principal's probation
13. Substance abuse screening

A violation of any of the following rules may result in disciplinary action as prescribed above.

Rule 1 Disruption of school: A student shall not by use of violence, force, coercion, threat, harassment or intimidation cause the disruption or obstruction of the educational process, including all curricular and extracurricular activities. This includes any disruption within a district building, property or on district transportation. Any statement or non contact action that a staff member, student, or other person associated with the District feels to be a threat, as well as profanity directed toward a staff member. Any act that seriously interferes with the teacher's ability to conduct his/her class could result in suspension and/or expulsion. For the Autism Model School, a functional behavior analysis will be included to determine the action to be taken.

Rule 2 Profanity: A student shall not use any form of profanity in the school building, the school grounds, or the school bus. This would include but not be limited to, obscene gestures, signs, letters, pictures, etc. This shall include

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obscene or inappropriate words or pictures on clothing. (Could result in suspension and/or expulsion). For the Autism Model School, a functional behavior analysis will be included to determine the action to be taken.

Rule 3 Endangerment: A student shall not engage in any activity or action that may result in the endangerment of another person's health and/or safety. Such actions include, but are not limited to: throwing objects, tripping another student or staff member, placing a sharp object on a chair, spitting at another person, etc. Endangerment could result in suspension and/or expulsion. For the Autism Model School, a functional behavior analysis will be included to determine the action to be taken.

Rule 4 Disregard for Student Code of Conduct: Disregard for the Student Code of Conduct, as evidenced by repetitive violations of school rules and/or policy, could result in suspension with possible recommendation for expulsion. For the Autism Model School, a functional behavior analysis will be included to determine the action to be taken.

Procedures for Suspension

The Superintendent/ Director may suspend a student from school for not more than ten days. No student shall be suspended unless prior to the suspension such superintendent, principal or assistant principal:

1. Gives the pupil and parents/guardians written notice of the intention to suspend and the reason for the intended suspension.
2. Provides the student and parents/guardians an opportunity to appear at an informal hearing before the superintendent, principal, assistant principal, or designee and to challenge the reason for the intended suspension or otherwise to explain his/her actions. (It should be noted that the informal hearing is not an adversarial hearing and the student has no right to counsel.)
3. If the student is to be suspended, he/she and his/her parents/guardians will be told of the suspension and its length.
4. The superintendent or principal shall at the time of the student's suspension, notify in writing the parents, guardians, or custodian of the student, and the treasurer of the board of education of such suspension.

The notice shall include:

- a. The reason for the suspension
- b. The right of the student or his/her parent, guardian or custodian to appeal such action to the board of education or its designee
- c. The right to be represented in all such appeal proceedings
- d. The right to a hearing before the board of education or its designee in order to be heard against such suspension
- e. The right to request that such hearing will be held in executive session.

ATTACHMENT 6.12 and 6.13

Admissions Procedures
Open Enrollment Policy, if any
At-Risk Definitions, if applicable
Attendance Policy (including covenant to maintain written log of daily attendance verified by the applicable teacher(s) and signed by the Principal, and kept in chronological order)
Automatic Withdrawal Rule
Truancy Policy and Procedure

Admissions

The Autism Model School admits students based on the following criteria:

1. A primary medical diagnosis within the Autism Spectrum Disorders.
2. A focus on treating families. If a family has a child placed within the Autism Model School and another child in that same family is diagnosed with an Autism Spectrum Disorder, the second child in the family is given priority when the next available space is opened.
3. Age 5 to age 22.
4. Residence in Ohio.
5. All laws and codes regarding admissions to community schools in Ohio, and updates/changes to these laws and codes over time.

of children under 504 and the provisions of the regulations implementing 504. A Hearing Officer may not award attorneys' fees as part of relief granted to a parent.

Appeal Procedure. If not satisfied by the decision of the Hearing Officer, any party may appeal the hearing decision to a court of competent jurisdiction.

Access to Equal Educational Opportunity/ Admission and Lottery Standards



The Autism Model School accepts students for enrollment based on the following criteria:

1. The student must be a resident of the state of Ohio.
2. The student must be age five (5) up to age twenty-one (21).
3. The student must have a primary medical diagnosis of an autism spectrum disorder at the time of enrollment or when the child's name is chosen as next on the waiting list.
4. If openings exist at the school and no child with autism is on the waiting list, a student with any disability or no disability may enroll.
5. A completed application for enrollment must be received by the school for all students wishing to enroll.

Waiting list procedures:

1. Students return a completed application which is date stamped with the date the school receives the completed application
2. If no opening exists at the school, students are placed on a waiting list up to ten students long, with the students filling the first ten spots based on the oldest date stamp for the school having received the completed application.
3. If the waiting list exceeds ten students, the school holds a lottery of all students on the waiting list. The lottery establishes the waiting list of students for all students once the waiting list exceeds ten students.
4. When a student from the waiting list is offered an open position for enrollment at the school, the family has three days to accept or reject the position before the school offers the position to the student next on the waiting list.
5. Any sibling of a student currently enrolled at The Autism Model School rises to the top of the waiting list regardless of lotteries or time frame of the school's receipt of the completed application.

The Autism Model School does not discriminate based on race, color, national origin, gender, ethnic background, religious preference, or sexual orientation.

Homeless Children and Youth



The Policy and Procedure Handbook may change at any time during the fiscal year. Updates will be found on the school website Autismmodelschool.com.

- Faculty, staff, students, volunteers and visitors may not use The Autism Model School property to pursue personal activities or endeavors.
- B. At no time may The Autism Model School property be removed from The Autism Model School premises without the written approval of the school Director.
 - C. In some instances The Autism Model School's property is available for lease or loan by you or students providing that appropriate fees are paid (if applicable), requirements are fulfilled, and appropriate documents are filed.
 - D. Use of The Autism Model School property for personal use may result in disciplinary action.
 - E. The use of The Autism Model School Name (or its former name, The M.O.D.E.L. Community School) to promote another business is not permitted.
 - F. If you as an employee of The Autism Model School engage in work with another company you are not permitted to promote the other company at or through The Autism Model School.

Student Attendance Policy

The Autism Model School recognizes that students with autism often have associated immune deficiencies and/or abnormal metabolic profiles that result in increased illnesses compared to typically developing students. Additionally, it is recognized that sleep disturbances are common among children with autism, and may regularly cause a student to be awake most of the night. Finally, the severe behaviors that are classic symptoms of autism may wax and wane with any individual child.

Because of these specific behavior and health idiosyncrasies, The Autism Model School adopts a liberal definition of "illness". This definition includes times when a student has been awake most or all of the previous night, regular physician and health service provider appointments to address physical issues, and extreme negative behavior prior to school, when in the parent/ guardian's best judgment, the student should be kept home.

Because the school is a year-round school, it is recognized that families may plan vacation time during the scheduled school year. To accommodate this "normal" family function, the school allows a total of 15 days of vacation time as approved absence during any school year, with the school year defined as starting in the fall semester, and ending after the summer school session.

Missing and Absent Children

Classroom teachers take daily student attendance and report attendance on a daily basis to the Administrative Assistant. The Administrative Assistant compares the daily classroom attendance with the messages received that day indicating non-attendance of any student by their parent or guardian. For any student who is reported absent by the classroom teacher's attendance report,

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students with autism spectrum disorders, the school chooses to focus on parental support in the use of prescription medications that may be prescribed for their child attending the Autism Model School.

Use of Tobacco on School Premises

The Autism Model School prohibits the use of any substance containing tobacco in or on school grounds or at any school-sponsored function. The school posts No-Smoking signs in the school building.

Anti-Harassment, Intimidation, and Bullying

For both students and staff, The Autism Model School does not tolerate harassment of any form, intimidation or bullying. The verbal and physical abuse policies are the guide for determining harassment, intimidation and bullying. For staff engaging in verbal or physical abuse toward students or other staff members, immediate dismissal is an option.

Operational Guidelines

Student Attendance Policy

The Autism Model School recognizes that students with autism often have associated immune deficiencies and / or abnormal metabolic profiles that result in increased illnesses compared to typically developing students. Additionally, it is recognized that sleep disturbances are common among children with autism, and may regularly cause a student to be awake most of the night. Finally, the severe behaviors that are classic symptoms of autism may wax and wane with any individual child.

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Procedure for Reporting a Student Absence

Parents must call their child's classroom phone number. The Appendix lists all classroom numbers and these numbers will be included in the monthly

newsletters, when they are aware that their student will not be attending on any particular day, and to give the reason. This call should be placed prior to the start of classroom instruction.

Parents must call daily for each day absent. If the illness or condition is expected to be long term with the student missing substantial time, the parent is responsible for obtaining a doctor's note to indicate the estimated length of absence, and to send this note to the school. The school will make arrangements for instruction of the student who must be absent due to illness or physical issues for an extended time period. Parents must call the school to schedule this instruction as soon as they are aware their child will be absent for more than ten days.

If the student does not arrive at school, and no message has been called into the school by the parent or guardian, an assigned employee of the school will attempt to make contact with the parent or guardian. The school keeps a record of phone messages and conversations to be included in the student's attendance file.

Each day, an assigned school employee contacts each classroom teacher individually to take attendance from the teacher. Each teacher keeps a daily attendance log that can be compared with the school's phone contact log for verification. The teacher log becomes a part of the school's attendance record at the end of each month.

The following reasons are acceptable as approved absences for non-attendance by a student.

1. Personal illness
2. Illness in the family
3. Quarantine of the home
4. Death of a relative
5. Observance of religious holidays
6. Emergency set of circumstances that in the judgment of the Management Team constitute a good and sufficient cause for absence from school. The request form is found in the Appendix.

Upon the students return to school after an absence the parent must send a note indicating the reason the child was absent. Any absences other than the 6 listed above are recorded as unapproved absences. A student with a habitual attendance problem of unexcused absences will be referred to the Director for an attendance hearing/referral to truancy officer. For more guides to help determine when to keep your child home or to have them return to school after illness, see the following page.

A student with a habitual attendance problem of unexcused absences will be referred by the Administrative Assistant or Classroom Teacher to the Director. Ten day of unexcused absence in the year is reason for the Director to refer the child to truancy authorities for investigation.

Guidelines to help determine when to keep your child home from school:

- Fever (temperature) reaching 100.0 or higher, Vomiting and/or Diarrhea (more than one abnormally loose stool in 24 hours) - **the child may not return for one full day after the condition is determined to be normal.**
- Skin rash
- Evidence of lice infestation
- Severe and / or deep coughing – Yellow or green mucous secretions from the nose
- Difficult or rapid breathing
- Conjunctivitis (pinkeye)
- Untreated infected patch of skin
- Stiff neck, which causes pain for the child to touch his chin to his chest.
- Flu-like symptoms (sudden onset of chills, fever, headache, body-ache, sore throat and a dry hacky cough)
- Strep throat symptoms (usually sudden onset of fever, headache, difficulty swallowing and occasionally earache, abdominal pain and vomiting)
- Any child who does not feel well enough to participate in class activities but is not exhibiting any other symptoms listed above

Children who contract a communicable disease will be excluded from school during the communicable phase of the illness. They will only be re-admitted to school upon the written advisement of a family physician / pediatrician. Compliance with this request will help minimize the spread of disease among the children, faculty and staff.

A student with a habitual attendance problem of unexcused absences will be referred for an attendance hearing with the Director. Ten day of unexcused absence in the year is reason for the Director to refer the child to truancy authorities for investigation.

determine when to keep your child home or to have them return to school after illness, see the following page.

Truancy

A student with a habitual attendance problem of unexcused absences will be referred by the Administrative Assistant or Classroom Teacher to the Director. Ten day of unexcused absence in the year is reason for the Director to refer the child to truancy authorities for investigation.

Guidelines to help determine when to keep your child home from school:

- Fever (temperature) reaching 100.0 or higher, Vomiting and/or Diarrhea (more than one abnormally loose stool in 24 hours) - **the child may not return for one full day after the condition is determined to be normal.**
- Skin rash
- Evidence of lice infestation
- Severe and / or deep coughing – Yellow or green mucous secretions from the nose
- Difficult or rapid breathing
- Conjunctivitis (pinkeye)
- Untreated infected patch of skin
- Stiff neck, which causes pain for the child to touch his chin to his chest.
- Flu-like symptoms (sudden onset of chills, fever, headache, body-ache, sore throat and a dry hacky cough)
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Children who contract a communicable disease will be excluded from school during the communicable phase of the illness. They will only be re-admitted to school upon the written advisement of a family physician / pediatrician. Compliance with this request will help minimize the spread of disease among the children, faculty and staff.

ATTACHMENT 6.14

Requirements of an internet or computer-based community school:

1. A filtering device or filtering software to protect against access to materials that are obscene or harmful to juveniles on the computers provided to students or the provision of the filter or software at no cost to a child who utilizes a computer that was not provided by the internet or computer-based community school is required;
2. A central base with a sponsor provided representative within fifty miles of said base to provide monitoring and assistance.
3. A plan for providing special education and related services to disabled students enrolled in an internet or computer-based community school, which must be submitted prior to the internet or computer-based community school's receipt of its first payment from the state and on or before September 1st of each year thereafter.
4. A plan outlining meetings between teachers and students which shall indicate the number of times teachers will visit each student throughout the school year and the manner in which those visits will be conducted.
5. Each internet or computer-based community school is to retain an affiliation with at least one full-time teacher of record licensed in accordance with R.C. 3314.03(10).
6. Each student enrolled in an internet or computer-based community school must be assigned to at least one teacher of record who is primarily responsible for no more than 125 students.¹
7. Each student enrolled in an internet or computer-based community school is entitled to a computer provided by the school. Each internet or computer-based community school is required to provide written notice of the one computer per student provision to all parents of enrolled students and all parents who are interested in enrolling a child. The internet or computer-based community school may not provide a stipend or any other substitute in lieu of supplying an actual computer, provided however, a parent may waive the one-computer-per -student requirement, and may amend or rescind that waiver at any time. Parents and the school must keep copies of waivers and the school must notify the State and copy the Sponsor concerning any waivers, amendments or rescissions .
8. An internet or computer-based community school may not enter into a contract with a nonpublic school to use or rent any facility space at the nonpublic school for the provision of instructional services to enrolled students.
9. An internet or computer-based community school must provide its students with a location, which must be at least within 50 miles of the student's residence, to complete statewide achievement tests and diagnostic assessments.

10. An internet or computer-based community school is required to withdraw students who fail to participate in spring administration of state tests for two consecutive school years (unless excused pursuant to statute). The internet or computer-based community school must report any such student's data verification code to the department of education, and the internet or computer-based community school will not receive funds for any enrolled student whose data verification code appears on the department of education list. Notwithstanding any provision of Ohio law to the contrary, the parent of any such student must pay tuition.
11. Students enrolled in an internet or computer-based community schools are prohibited from engaging in more than 10 hours of learning opportunities within a 24 hour period. Any time exceeding the 10 hour maximum will not count toward satisfying the annual minimum number of required hours. If the internet or computer-based community school's participation is based on days rather than hours, participate must amount to at least five hours per day.
12. This Attachment 6.14 is statutory and the **School** shall comply with these provisions as now in effect, or, as the law may hereafter amend.

ATTACHMENT 7.2(h)
REPORTING REQUIREMENTS (not exhaustive)

- Current roster of staff by position
- Criminal background checks (FBI and BCI&I) –employees and Board
- Certificates (copy) for all teachers and aides – new/renewal –
Information on “highly qualified” status of each
- Current roster of students – identify regular and special education, §504 plans or English language learners
- Current roster of Board members – including names, addresses (home or work), electronic mail addresses, and home and work telephone numbers
- Current roster of all staff with contact information and salaries or compensation
- Schedule of regular Board meetings – dates, times and places
- Notice of all regular, special or emergency Board meetings
- Copies of all approved and signed Board minutes (after every meeting)
- School calendar
- Lease/rental agreement/deed
- Building inspection certificates – fire and health department inspections/building permits/Certificate of Occupancy
- Current School environment report (Health Dept.) Any asbestos management plans.
- Board approved budget by June 30th
- Inventory per Board Fixed Assets Policy
- Articles of Incorporation, Code of Regulations, Employer ID No., IRS Determination Letter (if any), supplemental bylaws or policies
- Safety plan – new/revised
- Approved and updated technology plan
- Annual report
- Complete set of staff, student, safety, Board and other school policies
- Financials (at least bi-monthly)
- Structural chart
- Timely submission of all required or requested information into AOIS document management system

ATTACHMENT 8.2

**Staff Benefits
Dismissal and Disciplinary Procedures for Staff
Disposition of Employees if Contract is Terminated**

The Autism Model School Board reserves the right to adjust the pay increases based on budgetary constraints.

Para-Professional Reviews

Incoming Para-Professionals aides regardless of experience will start at \$8.00 per hr. They will receive a \$.25 raise every three (3) months depending on performance for the first year. At one (1) year aides will make \$9.00 hr. After the first year, raises will be set annually and will be tied to the percentage raise in school funding.

Para-Professional Aide Testing and Certification

1. Any currently employed para-professional aide who has completed the required number of semester or quarter hours of college credit will provide the school with a copy of their college transcripts to meet para-professional aide certification through the state of Ohio.
2. Any currently employed para-professional aide who has not completed the required number of college credits for certification must complete and pass the Para-Pro Assessment through the Praxis Series. The Autism Model School will pay for one sitting at the praxis test for each para-professional aide employed at the school as of November 1, 2003. Time spent studying for the test or taking the test will not be reimbursed. If the para-professional aide does not pass the test that the school pays for, they must retake the test at their own expense.
3. Any para-professional aide hired after October 28, 2003, will be required to provide college transcripts or pass the praxis test at their own expense within six months of being hired. They will be given this information at the time of their interview.

Employee Benefits

A full time employee is defined as any employee who is scheduled to work 30 hours per week or more during the weeks the school is in operation. Full time employees are eligible for all benefits offered by the school.

A part time employee is defined as any employee who is scheduled to work less than 30 hours per week during the weeks the school is in operation. No benefits are offered to part time employees.

Benefit Package

The Autism Model School offers medical, dental, and vision insurance to its full time employees that work 30 hours or more per week. The school board pays a predetermined amount towards all employees' choice of insurance packages. This is determined on regular review with consideration to increases in premiums and budgetary constraints. For any terminations of health benefits, insurance will be canceled on the last day of the month of separation.

Retirement Package

You are required under the Ohio Revised Code to contribute either to the State Teachers Retirement System (STRS) or School Employees Retirement System (SERS).

All certified, temporary certified, licensed or Director positions will be required to contribute to STRS. STRS applicants will be required to contribute the state mandated amount of their gross wage on each pay period to their individual retirement plan. The school's Governing Board will contribute the state mandated amount toward each employee's retirement. All contributions are deferred for federal and state income tax purposes.

All Para-professionals, secretaries, and other non-certified staff are required to contribute to SERS. SERS applicants will be required to contribute the state mandated amount of their gross wages on each pay period to their individual retirement plan. The school's Governing Board will contribute the state mandated amount toward each employee's retirement. All contributions are deferred for federal and state income tax purposes.

Holiday and Vacation Pay

All full time non-administrative employees will receive their regular hourly wages during vacation days and holidays. All Para-professional aide employees must be employed consecutively with no absences for a minimum of one month before being eligible for holiday or vacation pay.

If during this first one month of employment there is a scheduled holiday or school break, the scheduled days off will count towards the one-month minimum requirement.

Para-Professional Holiday, Vacation and Floating Days

All Para-professional aides are paid for regularly scheduled school vacation and holiday breaks.

You are required to work the day before and the day after all scheduled school holidays and break periods. If you call in sick the workday immediately prior to

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small chairs and kneel or sit on the floor for extended periods of time in order to engage the students.

It is your responsibility to report to administration if and when you are unable to physically engage all students as described above. If you have a medical doctor's order to not engage in any of the above-mentioned activities, you must report this information to administration immediately and provide a doctor's note to the effect. No light duty will be granted.

Employee Emergency Form

You are required to complete the "Employee Emergency Form" (found in the Appendix) and update it as information changes. It is to be given to the Administrative Assistant for inclusion in your file.

Employment Status

Para-professional aides are hired as "At-Will" employees. The Autism Model School does not offer tenured or guaranteed employment to employees hired as para-professional aides. Either the Autism Model School or you as the para-professional aide employee can terminate the employment relationship at any time.

This at-will employment relationship for the para-professional aide position exists regardless of any other written statements or policies contained in this Handbook or any other Autism Model School documents or any verbal statement to the contrary.

Full Time Employee /Part Time Employee

A full time employee is defined as any employee who is scheduled to work 30 hours per week or more during the weeks the school is in operation. You, as a full time employee are eligible for all benefits offered by the school.

A part time employee is defined as any employee who is scheduled to work less than 30 hours per week during the weeks the school is in operation. No benefits are offered to part time employees.

Substitute Teachers and Substitute Para-Professional Aide positions are defined as part time employees regardless of the number of hours an individual may work in any week or pay period.

Work Hours

The Autism Model School establishes work hours for employees based on insuring the safety of students, and the efficient use of time.

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- 1) Administrative personnel typically work the hours of 8:00 AM to 4:00 PM Monday thru Friday. Flexibility is provided in reporting to and from work to accommodate meetings in the school, community, and at various locations to address the circumstances involving special projects and bureaucratic oversight.
- 2) Non-administrative, salaried employees (teachers) who work in the junior and high school are to report to work no later than 15 minutes prior to the first student arrival, and are to remain to supervise the Para-professional aides under their responsibility, or after a scheduled meeting / conference ends. In the elementary school and high school online classroom, teachers report for work no later than 8:00 a.m. and remain to supervise the Para-professional aides under their responsibility, or after a scheduled meeting / conference ends. Exceptions to this policy can be made with approval of the Education Director or the Director
- 3) Non-administrative, hourly employees (Para-professional aides) have a scheduled workday of 8:00 AM - 3:30 PM daily in the elementary and high school online classrooms, and 7:45 A.M. - 3:15 P.M. in the junior high and high school or after pre-approved extra hours have been completed. Para-professional aides use a time clock to record their time of work.

Introductory Policy

As a Para-Professional, you will remain on an introductory period associated with quarterly raises for 360 days after hiring. Every 90 days during this introductory period, you receive a performance review. If your performance as an employee "meets standards" or is rated higher than this, you will receive a 25-cent raise. At this review, you may be terminated based on performance. In the event that the Administration Team agrees to continue employing an individual who does not receive a raise, a plan with deadlines, will be written to address any areas needing improvement (see "Violation Documentation Form" in Appendix).

Employee Performance Reviews

You will receive a review at the end of your introductory period. Unless the performance is unacceptable, then a plan with deadlines will be written to address any areas needing improvement. No raise is associated with unacceptable performance. If the management team decides the performance is too unacceptable you can be terminated from employment. After the first year of employment, performance reviews and raises are given on an annual basis. You will receive annual raises based on policies set by the board each year.

Model School to act in ways that will earn the continued trust and confidence of the public. We expect you to be honest, dependable, and courteous and to work cooperatively with others and to devote your energy during working hours to performing the duties and responsibilities assigned to you.

As an organization, the Autism Model School will comply with all applicable laws and regulations. We expect all employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to not do anything that is illegal, dishonest or unethical.

Employees may not solicit or accept gifts, gratuities, favors, entertainment, loans, compensation or special discounts on products for personal use from a person or company with which the Autism Model School does business or is likely to do business.

Staff Assignments

The administration of The Autism Model School will place and change instructional staff from classroom to classroom, or job tasks on an as needed basis for the purpose of serving the best interests of the students and assuring student safety.

Disciplinary Policy

The following policy will be used as a method to work with you and management to ensure practices and improvements. Documentation of violations include (but are not limited to): Tardy/ Absenteeism, Policy or Procedure Violation and Personal Performance (See "Violation Documentation Form" in Appendix).

All meetings to discuss violations must include employee, direct supervisor and a member of the administrative team.

1. First Offense: Documentation of violation and methods of improving the condition is signed by all participants and placed in your file. If you refuse to sign all other team members will witness and document as such on the form. Deadlines for improvement will be agreed upon. A follow-up meeting on the deadline date will occur to review improvements made. This meeting will be indicated on the documentation form.
2. Second Offense: Documentation of violation and methods of improving the condition is signed by all participants and placed in your file. Deadlines for improvement will be agreed upon. A follow-up meeting on the deadline date will occur to review improvements made. This meeting will be indicated on the documentation form. This documentation serves as a final warning.
3. Third Offense: You will meet with the immediate supervisor, Education Director and Chief Administrator to review the documentation of the 3rd

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offense as well as other documentation found in their personnel file. This 3rd offense is grounds for dismissal if the Administrative Team agrees this is appropriate after reviewing all documentation. If the Administrative Team agrees to keep the employee, a detailed improvement plan is documented with specific date for review. Each offense following the third will be potential grounds for dismissal.

Each offense is removed from consideration of this policy after one year has lapsed since the time of the incident. Documentation of the offense(s) may also be removed from consideration after the trends of incidents are deemed by management as improved.

Grievance Procedures

It is the policy of the school that prompt consideration be provided for employees' questions or complaints regarding working conditions, relationships, work performance review, or discrimination because of race, religion, sex, orientation, age, disability or national origin. You have access to responsible and receptive administrative persons for discussion of such matters. Staff members who have a grievance should follow the steps below:

- Step I. Meet with the individual you have the grievance with.
- Step II. Meet with immediate supervisor
- Step III. Meet with appropriate Coordinator
- Step IV. Meet with the Director
- Step V. Meet with designated Board members

Child Abuse Reporting

I. Legal Obligations

If you having reason to believe that a child less than 18 years of age or an identified handicapped child through 21 years of age has suffered any wounds, injury, disability or condition of such a nature as to reasonably indicate abuse and/ or neglect of the child, are required by Section 2151.421 of the Ohio Revised Code to immediately report this information. The expedient reporting of suspected child abuse or neglect is a legal and moral obligation of all school employees. It is emphasized that "to suspect" is not "to acc use". It is also emphasized that the legal requirement is not discretionary or optional - but mandatory. Failure to report suspected abuse and/or neglect is a misdemeanor of the fourth degree and several cases have been prosecuted in the Lucas County courts. The professional who knows or suspects abuse and or neglect, but fails to report, also may be liable for contributing to the abuse and /or neglect of a child.

II. Definitions

Three basic forms of child maltreatment are recognized: the abuse of a child, the neglect of a child and the endangering of a child.

ATTACHMENT 9.2

Fiscal Services Agreement with ESCLEW's Treasurer
(if any)

If not applicable, write "N/A" here _____.

ATTACHMENT 9.2

Educational Service Center of Lake Erie West

Fiscal Services Agreement

This **FISCAL SERVICE AGREEMENT** (the "Agreement") is made and executed, to be effective as of the 1st day of July, 2012 by and between the **EDUCATIONAL SERVICE CENTER OF LAKE ERIE WEST ("ESCLEW")**, located at 2275 Collingwood Blvd., Toledo, Ohio 43620 and Autism Model School, located at 3020 Tremainsville Road, Toledo, Ohio 43613.

WITNESSETH:

WHEREAS, ESCLEW is an educational service center located in Lucas County, Ohio; and

WHEREAS, School is an Ohio community school as defined in R.C. 3314.01(B); and

WHEREAS, ESCLEW has agreed to provide fiscal services to the School under the terms and subject to the conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound agree that the foregoing recitals are incorporated herein by reference as follows:

1. **Term.** This Agreement shall be effective on the date set forth above and shall continue thereafter until June 30, 2022 (the "Initial Term"), unless terminated earlier as otherwise specifically provided in this Agreement. Either party may terminate this Agreement by providing written notice to the other party of such party's desire to terminate this Agreement at least ninety (90) days prior to the end of the Initial Term or the then current renewal term, as the case may be; or (ii) terminated earlier as otherwise specifically provided in this Agreement.
2. **Fee.** To the fullest extent permitted by law, for fiscal agent services, the School shall pay to ESCLEW two percent (2%) of all state, federal or private revenue received by the School (paid from the general funds of the School) or \$ N/A per year at \$ N/A per month (mark "N/A" if not applicable). All fees shall be automatically deducted by ESCLEW upon School's receipt of School funds and School shall sign all consents necessary to accomplish such automatic payment.
3. **Scope of Work.** Services to be performed pursuant to this Agreement are listed on Exhibit A attached hereto and made a part hereof. Unless specifically listed, no related or tangential Service will be provided as fiscal agent. Should the ESCLEW perform more services than those listed on Exhibit A, then (1) the ESCLEW may request additional fees, and (2) whether or not the ESCLEW requests additional fees, the performance of those additional services shall in no way require the ESCLEW to continue to perform those, or any other extra services.

4. **Access to Data.** The School shall provide to ESCLEW, in a timely manner and at no charge to ESCLEW, access to all data determined by School, in its sole discretion, to be necessary to complete the fiscal services which are hereby being undertaken by ESCLEW. School shall give the ESCLEW Treasurer access to data reasonably deemed relevant by the ESCLEW Treasurer upon request.

5. **Bonding and Insurance.**

A. ESCLEW shall provide School a copy of the ESCLEW Treasurer's Bond. School's EMIS coordinator must also obtain a Bond equal in amount and duration to the ESCLEW's Treasurer's Bond and provide ESCLEW with a copy of the same. School's EMIS coordinator shall sign for EMIS data as "primarily responsible party" for all EMIS related information and the ESCLEW Treasurer shall sign with a qualification as "not the person in charge of entry of EMIS data." Any bond required of School's EMIS coordinator shall be paid for by School or School's EMIS coordinator. Any bond required by the ESCLEW Treasurer shall be paid for from School funds and/or reimbursed to the ESCLEW from School funds.

B. In addition to naming ESCLEW as an additional insured on the School's insurance, the School must name the Treasurer of the ESCLEW (fiscal agent), individually as an additional insured on its directors and officers/errors and omissions liability coverage and provide a copy to the ESCLEW. Such policy must contain a provision whereby the ESCLEW is notified thirty (30) days prior to any cancellation thereof.

6. **Bidding and Fair Value.** The School shall provide proof of compliance with OAC 3301-102-04(A)(3)(6) or (C) prior to execution of this Agreement (in summary – at least two bids showing this is the lowest and best price, or, the school's justification for not accepting the lowest bid along with a board resolution).

7. **Ethics and Conflicts.**

A. School must name a Board of Director's Treasurer to serve along with the ESCLEW provided fiscal agent, and as liaison to the Board. Such Board Treasurer shall be personally insured as an officer of the Board under its errors and omissions/directors and officer's liability coverage with a copy given to the ESCLEW.

B. This Fiscal Services Agreement creates a separate and distinct agreement for use of and services of the ESCLEW Treasurer and the ESCLEW Treasurer shall not perform any fiscal oversight duties required by Sponsor under Chapter 3314 of the Ohio Revised Code, provided however, that other ESCLEW personnel may do so, such as in the case of the bi-monthly sponsor review of school financials, or in the provision of technical services to the community school not within the scope of this Agreement. This in no way limits the ESCLEW Treasurer from questioning or limiting expenditures or requiring documentation of the School in order to substantiate that all income and expenditures are in accordance with the law.

C. School must name its EMIS coordinator personally on its errors and omissions policy and provide proof of same to the ESCLEW along with the EMIS coordinator's bond.

D. School and ESCLEW acknowledge that to the fullest extent required by law, the ESCLEW Treasurer is serving in the capacity of his or her official functions as Treasurer of the ESCLEW.

8. **Breach of Contract.**

A. **ESCLEW Breach.** In the event that ESCLEW materially defaults in the performance of its obligations under this Agreement, and such default continues unresolved for a period of twenty (20) days after ESCLEW receives written notice of such default from School, School, in addition to any other rights and remedies available to it in equity or under law, shall have the right and be entitled, without any further notice, to terminate this Agreement in writing.

B. **School Breach.** In the event that School materially defaults in the performance of its obligations under this Agreement, and such default continues unresolved for a period of twenty (20) days after School receives notice of such default from ESCLEW, ESCLEW, in addition to any other rights and remedies available to it in equity or under law, shall have the right and be entitled, without any further notice, to terminate this Agreement in writing, and to be paid by the School to the ESCLEW, all fees and charges for work to date under this Agreement through the date of termination.

9. **Automatic Termination.** This Agreement automatically terminates and the ESCLEW Treasurer automatically resigns as fiscal agent or service provider (or officer if applicable), upon any of the following events:

A. Resignation of the entire Board of Directors of the School; or

B. Appointment of a Receiver; or

C. A vote of closure by the Board of Directors, or, a notice of closure is issued by an authorized governmental agency, or, a suspension or termination notice is issued, in which case, (1) another licensed or statutorily qualified fiscal agent must be immediately appointed, (2) an addendum to this Agreement must be negotiated and adequate security of payment for services provided, or (3) a receiver appointed by the Board of Directors or the Sponsor.

D. Any additional closure, regular, special, or final audit services must be specified on a written agreement between the parties. If the ESCLEW Treasurer must provide services after the automatic termination, whether pursuant to a written agreement between the parties or not, and there is a finding against the Treasurer, due to School or a prior Treasurer's deficiencies, to the fullest extent permitted by law, the School agrees to reimburse the ESCLEW Treasurer or the ESCLEW for such findings.

10. **Indemnification.** The School shall defend, indemnify, and hold ESCLEW and its members, owners, officers, directors, employees, and agents harmless from and against any claims, actions, liabilities, damages, penalties, assessments, costs, and expenses (including, but not limited to, court costs, collection costs, receiver fees, accounting or audit fees and attorneys fees) directly or indirectly resulting from the services provided under this Agreement, or related in any way to the School's failure to report data, or improper, inaccurate, erroneous, fraudulent,

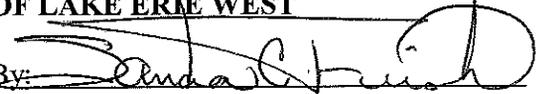
If to School: Chief Administrator or Board Member or Attorney
Autism Model School
3020 Tremainsville Road
Toledo, Ohio 43613

Should the **School** be not operating and not have an administrator or a Board member, the ESCLEW may give notice to the Ohio Department of Education or to the last known business or home address of the Chief Administrator or any Board member.

12. **Severability.** In the event that any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Should a replacement provision be necessary or desirable, such replacement shall be as near to the original intent of the parties as possible.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date herein set forth above.

**EDUCATIONAL SERVICE CENTER
OF LAKE ERIE WEST**

By: 
(Signature)

Its: Superintendent

AUTISM MODEL SCHOOL

By: 
(Signature)

Its: Director
(Title)

Exhibit A
Scope of Work

Educational Service Center of Lake Erie West
Fiscal Services

(ESCLEW acts as a-service provider)

The following list is not all inclusive but a sampling of services provided as the fiscal agent of the Community School.

The Treasurer of the fiscal services provider serves along with the Community School's Treasurer.

The fiscal office receipts all Community School funds and makes investments.

Disburse Community School funds on written order of designated school official.

Prepare payrolls, maintenance of earnings records and deductions records.

Prepare state and federal reports and issues W-2s and 1099s. (Does not prepare taxes, Forms 990 or other similar IRS filings)

Records all financial transactions in accordance with state statutes and as prescribed by the Auditor of State.

Prepares and submits on a cash basis a monthly financial accounting of all school funds on state software. (Does not convert cash to accrual basis)

Provide reports on services for the Community School administrators to present to the Governing Boards. Assists the school administrator in preparing other financial statements.

Assists in submitting bimonthly reports as required by ODE if the records requested meet USAS accounting standards.

The five year budget is solely the responsibility of the school administrator and must be passed by the Governing Board. The fiscal agent will assist with data and submit based upon an approved format as required by ODE

School's legal counsel with the cooperation with the fiscal agent must file the 990 if the school is a 501(C)(3).

Will assist the administrators in completing the CCIP budget, however, the School administration is responsible for assurances on federal and state funds.

EMIS services are specifically excluded from the services hereunder.

*Educational Service Center of Lake Erie West's
Fiscal Services Operations for Community Schools*

Structure of Finance Department:

ESCLEW Account Clerks

The ESCLEW Account Clerks do the daily data entry for their assigned community schools. The daily data entry consist of posting receipts, processing purchase orders, issuing checks for invoices that the school has approved for payment and processing payrolls and related payroll reports. Payroll is processed the 15th and 30th of each month. The school approves the employee's and their pay amounts before the payroll is completed. The ESCLEW account Clerks prepare all payroll reports. The ESCLEW Account Clerks report to the Treasurer of Educational Service Center of Lake Erie West.

ESCLEW Community School Staff Accountant

The ESCLEW Community School Staff Accountant trains and oversees the account clerks. The Community School Staff Accountant deals directly with the community schools in solving accounting, payroll, grants, and budgeting concerns. The ESCLEW Community School Staff Accountant is also responsible for writing up receipts for the community schools and reconciliation of all community school bank statements. The ESCLEW Community School Staff Accountant reports to the Treasurer of Educational Service Center of Lake Erie West.

Receipts:

The ESCLEW Community School Staff Accountant writes receipts for all money that is received and deposited into the bank. Documentation is verified to indicate the source of the money and the proper fund to be credited. The ESCLEW Account Clerk then posts the receipts on the computer.

Disbursements:

The community school administrator or his/her assistant forwards purchase orders to the ESCLEW Account Clerks. The ESCLEW checks that the account codes on the purchase order are in accordance with the Uniform School Accounting Codes and are charged to the appropriate fund. The purchase orders are then encumbered. Once the invoices are sent from the school with an approval to pay, the ESCLEW Account Clerks check the invoice for accuracy (but not for legal review) and issue checks. The checks along with the proper documentation insure that proper credit is mailed to the vendor. There are some instances when community schools do not provide prior notice of purchases to encumber, rather sending our office the documentation to pay effective upon receipt of invoices accompanied by a purchase order with pertinent information.

Payroll Disbursements:

The community school gives the ESCLEW Account Clerk a copy of the employee contracts along with the completed employee packet. The packet includes all forms necessary for the proper withholding to the various payroll taxes. The ESCLEW Account Clerk then computes the per pay amount for the contract year. The community school is then sent a copy to review and sign off on the employee's pay amount and account code where the salary is charged.

The community school is given a payroll payment schedule indicating the pay date, the time period it covers and the date all payroll information is to be submitted to the ESCLEW Account Clerk.

Once the ESCLEW Account Clerk receives the payroll information, the time sheet information and any changes or corrections are entered, and the payroll is calculated. The results are then faxed to the school for approval. When the ESCLEW Account Clerk receives the approval, the payroll process is completed.

Cash:

The community schools receiving or collecting money (including checks) must deposit it into the bank providing there is one close to them. If not, the money must be forwarded to the Educational Service Center of Lake Erie West. The ESCLEW Treasurer deposits the money. The bank deposit receipt and the documentation are given to the community school assistant to write up a receipt for the ESCLEW Account Clerk.

ATTACHMENT 9.3
Licensure Training – Closing Duties
Certification of Fiscal Agent, Officer or
Services Provider

I, Richard Cox, hereby certify that I am licensed as provided for under R.C. 3301.074 (license attached and made a part of this certificate), or, that I have completed not less than sixteen (16) hours of continuing education classes, courses or workshops in the area of school accounting as approved by the Sponsor, completed an additional twenty-four (24) hours of continuing education classes, courses or workshops in the area of school accounting as approved by the Sponsor, or have completed or will complete eight (8) hours of continuing education classes, courses or workshops in the area of school accounting as approved by the Sponsor during each subsequent year. Official transcripts, licenses and certificates for all hours of training are attached as Exhibit A to this Certification.

If School obtains a new fiscal agent, officer or service provider, then a new Certification of Fiscal Agent, Officer or Service Provider must be signed and sent to Sponsor within three (3) business days.

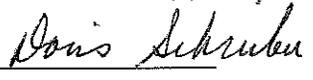
The written agreement between Fiscal Agent, officer or Services Provider (“Treasurer”) and the School requires that Treasurer be retained to also provide all closing responsibilities required by Sponsor, School and ODE should School close for any reason.

Fiscal Agent, Officer or Services Provider


Signature

7/24/12
Date

Witnesses (2)

- 1) 
- 2) _____

Autism Model School

 Director 6-21-12
Signature and Title Date

Witnesses (2)

- 1) 
- 2) 

Exhibit A to Attachment 9.3
Licenses, Transcripts, Certificates for all hours of training

State of Ohio

Department of Education

5 Year School Treasurer License

This License Awarded To: **RICHARD A. COX**
License Number: OH1131912

Issue Date: 10/18/2010

FROM: 07/01/2010 - 06/30/2015

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

School Treasurer

Arnold Shush
Superintendent of Public Instruction

1130320

Louis L. Staffilino
Associate Superintendent, Center for the Teaching Profession

ATTACHMENT 9.4
Treasurer's Bond

-
-
-

PUBLIC OFFICIAL BOND
(Definite Term)

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

Bond No. 104435165-09-111

KNOW ALL MEN BY THESE PRESENTS, That we Richard Cox of The Autism Model Academy, as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut, as Surety, are held and firmly bound unto State of Ohio, as Obligee, in the penal sum of Ten Thousand (\$10,000) Dollars, lawful money of the United States of America, for the payment of which well and truly to be made, said Principal binds himself/herself, his/her heirs, executors, administrators and assigns, and said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been appointed to the office of Treasurer for a definite term beginning 1/1/2009, and ending 1/1/2012, and is required to furnish a bond for the faithful performance of the duties of the said office or position.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the above bounden Principal shall (except as hereinafter provided) faithfully perform the duties of his/her said office or position during the said term, and shall pay over to the persons authorized by law to receive the same all moneys that may come into his/her hands during the said term without fraud or delay, and at the expiration of said term, or in case of his/her resignation or removal from office, shall turn over to his/her successor all records and property which have come into his/her hands, then this obligation to be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the above named Surety shall not be liable hereunder for any loss of any public fund resulting from the insolvency of any bank or banks in which said funds are deposited; and, if this provision shall be held void, this entire bond shall be void.

AND PROVIDED FURTHER, that the Surety may cancel bond at any time during the said term by giving to the obligee a written notice of its desire so to cancel and at the expiration of thirty (30) days from the receipt of such notice by the obligee the surety shall be completely released as to all liability thereafter accruing. If this provision shall be held void, this entire bond shall be void.

SEALED and dated this 14th day of November, 2008.

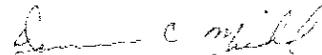


Witness

By: 

Richard Cox of The Autism Model Academy, Principal

Travelers Casualty and Surety Company of America

By: 

Dennis C. Michel, Attorney-in-Fact

ATTACHMENT 9.5
Projected Budget/Financial Plans
Five-Year Projection of Operational Revenues and Expenditures under R.C.
§5705.391
Amount of Per-Pupil Expenditure Assumed
ODE Per-Pupil Expenditure Worksheet
Financial Information Summary (FIS)
CCIP, SOES, OEDS-R Forms

	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	
2																			
3			Beginning											16,053.05			12 Month	Apr Total	
4			Balance	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total	YTD		
168	Line 24: Van Driver payroll unchanged from 2009 - 2010 fiscal year.																		
169	Line 27 Medicare figured as .0145 times all salaries except van driver salaries (line 24)																		
170	Line 37 Leases reflect the move to St. Clement																		
171	Line 42 Maintenance Even though the St. Clement lease covers maintenance, I have plugged \$100 per month for possible window (or other) issues.																		
172	Line 43 Janitorial Even though the St. Clement lease covers janitorial, I have plugged \$100 per month for possible janitorial needs (supplies)																		
173	Line 45 Insurance lists the amount quoted for building & liability insurance. Directors and officers insurance is included as well.																		
174	Line 50 Administrative Supplies is plugged at \$500 per month like it was for FY 2010. However, this amount was not spent for FY 2010 to date.																		
175	Line 57 Travel I plugged the number at slightly more than 50% of FY 2010 costs.																		
176	65 Classroom Supplies I left the number at 2750 per month—unchanged from the plugged number for 2010, however, to date we have not spent this much.																		

FY 13 Draft 1

FIVE YEAR FORECAST

May 2012 submission
IRN No. 134122

County: Lucas

The Autism Model School
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended June 30, 2009 through 2011, Actual and
the Fiscal Years Ending June 30, 2012 through 2016, Forecasted

	Actual					Forecasted				
	Fiscal Year 2009	Fiscal Year 2010	Fiscal Year 2011	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2016	
Operating Receipts										
State Foundation Payments (3110, 3211)	2,685,491	2,540,218	2,423,294	2,748,068	2,584,847	2,584,847	2,624,847	2,654,847		
Charges for Services (1500)	0	0	41	41	41	41	41	41		
Fees (1600, 1700)	0	0	767	767	767	767	767	767		
Other (1830, 1840, 1850, 1860, 1870, 1890)	2,205	3,438	20,500	20,500	20,500	20,500	20,500	20,500		
Total Operating Receipts	2,687,695	2,543,657	2,444,602	2,769,376	2,606,155	2,606,155	2,646,155	2,676,155		
Operating Disbursements										
100 Salaries and Wages	1,650,196	1,603,958	1,552,314	1,520,095	1,623,900	1,623,900	1,623,900	1,623,900		
200 Employee Retirement and Insurance Benefits	388,947	390,097	360,825	315,420	377,478	377,478	377,478	377,478		
400 Purchas Services	622,626	575,823	738,468	745,853	745,853	745,853	745,853	745,853		
500 Supplies and Materials	99,140	89,788	136,525	137,890	137,890	137,890	137,890	137,890		
600 Capital Outlay -New	137,980	22,394	101,225	101,731	102,240	102,751	103,265	103,781		
700 Capital Outlay - Replacement	0	0	0	0	0	0	0	0		
800 Other	26,279	24,122	41,299	24,122	24,122	24,122	24,122	24,122		
Total Operating Disbursements	2,925,168	2,706,182	2,930,656	2,845,111	3,011,483	3,011,994	3,012,508	3,013,024		
Excess of Operating Receipts Over (Under) Operating Disbursements	(237,473)	(162,525)	(486,054)	(75,735)	(405,328)	(405,839)	(366,353)	(336,869)		
Nonoperating Receipts/(Disbursements)										
Federal Grants (all 4000 except fund 532)	76,229	107,601	303,869	301,645	303,869	303,869	303,869	303,869		
Federal Fiscal Stabilization Funds (SFSF)	xxxxxx	173,902	206,505	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx		
Ed Jobs	xxxxxx	xxxxxx	109,014	44,108	xxxxxx	xxxxxx	xxxxxx	xxxxxx		
State Grants (3200, except 3211)	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000		
Donations (1820)	38,096	26,466	34,586	34,586	34,586	34,586	34,586	34,586		
Interest Income (1400)	458	122	245	245	245	245	245	245		
Debt Proceeds (1900)	136,366	22,340	0	0	0	0	0	0		
Debt Principal Retirement	(25,617)	(46,796)	(51,821)	(45,000)	(30,000)	(15,000)	0	0		
Interest and Fiscal Charges	(6,393)	(8,622)	(4,921)	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)		
Transfers - In	0	0	0	0	0	0	0	0		
Transfers - Out	0	0	0	0	0	0	0	0		
Total Nonoperating Revenues/(Expenses)	222,140	278,013	600,476	331,583	304,699	319,699	334,699	334,699		

FIVE YEAR FORECAST

ditional \$70,000.00 is projected.

Funding Applications

Autism Model School (134122) - Lucas County - 2012

2012 All Active Applications

Fiscal Year	District Improvement Status
2012	Ok
2011	Ok

Entitlement Funding Application	Revision	Status	Status Date
Consolidated	4	Final Approved	3/31/2012
Education Jobs Fund	1	Final Approved	2/9/2012
Race to the Top	0	Final Approved	3/12/2012

Competitive Funding Application	Revision	Status	Status Date
21st Century	0	Reviewed	7/15/2011
Even Start	0	Not Started	6/21/2012
Learn & Serve America	0	Not Started	6/21/2012
Public Charter Schools Program	0	Not Started	6/21/2012
Public Charter School Program - Dissemination	0	Not Started	6/21/2012
Project Lead The Way	0	Not Started	6/21/2012
Title II-D, Transforming Teaching and Learning	0	Not Started	6/21/2012

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- > Help
- > Updating OEDS-R
- > Roles Available
- > What's New
- > Extract Ohio Educational Information
- > OEDS Reports

[SAFE ACCOUNT SIGN OUT](#)
MARY WALTERS

General Information - Autism Model School (134122)

General **Personnel** **Location** **Funding Details** **Relationships**

Identity

Name (IRN)	Autism Model School (134122)		
Abbreviated Name	Model		
Organization Type	Community School		
ODE Designated County	Lucas		
DUNS Number	078704090		
Web URL	www.autismmodelschool.com		
Organization Status	Open	Status Reason Code	Approved For Open
Created on	6/15/2012 3:52:31 PM	Status Date	09/11/1998
Last updated on	06/15/2012		

Organization Relationship Information

Hierarchy Organization	Autism Model School (134122)
Public District Location of School	Toledo City (044909)
Data Acquisition Site	Northwest Ohio Computer Association (086496)
School Finance Area	School Finance Area Coordinator 01 (no IRN)
CNS Reporting Organization	Autism Model School (134122)
State Senate District	State Senate District 2 (no IRN)
State House District	State House District 46 (no IRN)
US House District	US Congressional District 9 (no IRN)
State School Board District	State Board District 2 (no IRN)
Sponsoring Organization	ESC of Lake Erie West (048199)
Pre-Service Instructor Area	Pre-Service Instructor Area - NW (no IRN)
School Improvement	Region 1 State Support Team (009248)

Community School Information

NCES School ID	none	Contract Date	none
Estimated Student Enrollment	60	Estimated Teacher Count	18
Grade Levels Served	K-12		
School Type	High School		
Under Probation	No		

School Classifications

Community School Specialty	Community School Startup
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Organization Classification Information

Locale Codes	Urban Fringe of a Large City - 3
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Phone/Fax Numbers

Number	(419) 897-4400
Extension	
Type	Office Phone Number
Private	N
Primary	Y
<hr/>	
Number	(419) 897-4403
Extension	
Type	Fax Number
Private	N
Primary	Y

Email Addresses

Email	miw.model@gmail.com
Primary	Y
Private	N

This organization's data has been reviewed, updated and approved for inclusion in the annual Directory as of 06/15/2012. Data may still be updated through September 9, 2011, in order to be reflected in the next version of the annual Directory. Updates can be made at any time throughout the year.

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School Options Enrollment System

Autism Model School, The - Lucas (134122) (2011-2012)
06/21/2012 11:58

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[User](#)
[Utilities](#)
[Help](#)
[Logout](#)

Select
Autism Model School, The - Lucas (134122) Year 2012

Need help? The [School Options Enrollment System Support Forum](#) allows you to request assistance, ask questions, or report bugs with the School Options Enrollment System.

School Options Enrollment System Corner - All School Options Enrollment System related documents, forms, manuals etc. can be accessed from this link.

Additional contact information:

- For questions about School Options Enrollment System policies, procedures, or business rules, e-mail soes@ode.state.oh.us
- For technical questions, or to report an error message you are receiving, e-mail soes@nwoca.org

Announcements

- The last day for resident districts to impose error flags on student records for FY12 will be Friday June 22, 2012. The last day for all flags to be resolved and the closing of FY12 SOES will be Monday, July 16, 2012. Please contact Cris Gulacy-Worrel at cris.gulacy-worrel@education.ohio.gov with any questions
- Good afternoon, SOES Financial Contacts.

As we did last year, existing community schools will again enter profile information directly into the School Options Enrollment System (SOES). This task can only be performed by the Financial Contact or another person at the school having administrative privileges in SOES.

The SOES system will be open to begin this process on Thursday, June 14th. Entering a school calendar is required in order for this part of the process to be considered complete. Community schools will have until Sunday, July 8th to enter their profiles and calendars.

The FY2013 SOES profile can be accessed in the current year SOES database by clicking on Entity, Profile Entry. During the week of July 9th - 13th, profile information entered by community schools into SOES prior to the July 8th deadline will be forwarded to school sponsors for approval. Sponsors will receive the information via electronic survey (SAFE Account). If all of the information provided by the community school is approved by the sponsor, the school's student rollover from the prior year will occur within a week of sponsor approval. If the sponsor finds some of the information provided by the community school to be incorrect, the community school/sponsor must submit a corrected hard copy version of the profile to ODE (found on the ODE website -?? SOES Corner).

Questions regarding the profile should be addressed to SOES@ode.state.oh.us or at (614) 466-0070.

- There will be new user trainings for the SOES in July 2012 in Columbus, Toledo, Cleveland and Cincinnati. Registration for the trainings will be through SAFE Account, STARS systems starting June 20, 2012.
 - July 16, 2012-Columbus Area
 - July 19, 2012-Toledo Area
 - July 23, 2012-Cleveland Area
 - July 31, 2012-Cincinnati Area

More information on location and time will be available at the time of registration through STARS. If you have any questions please contact Cris Gulacy-Worrel at 614-466-0070

ATTACHMENT 10.1
Insurance Binders, Declaration Sheets

THE CINCINNATI INSURANCE COMPANY

A STOCK INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: CPP 089 68 95 Effective Date: 08-09-2011

Named Insured: **IS THE SAME AS IT APPEARS ON THE COMMON POLICY DECLARATIONS**

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	<u>\$ 1,000,000</u>	
GENERAL AGGREGATE LIMIT	<u>\$ 3,000,000</u>	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	<u>\$ 3,000,000</u>	
PERSONAL & ADVERTISING INJURY LIMIT	<u>\$ 1,000,000</u>	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT \$100,000 limit unless otherwise indicated herein:	<u>\$ REFER TO GA227</u>	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT \$5,000 limit unless otherwise indicated herein:	\$ _____	ANYONEPERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE A - Area B - Payroll C - Gross Sales D - Units E - Other	RATE		ADVANCE PREMIUM		
			Products / Completed Operations	All Other	Products / Completed Operations	All Other	
EXTENDED LIABILITY	20296			2%		125	MP
ADDITIONAL INSUREDS	29938					35	
SCHOOLS-PUBLIC-ELEMENTARY INCL PROD AND/OR COMP OP	47471						
LOC 1		40 EACH		2.387		95	
LOC 2		25 EACH		2.387		60	
LOC 3		6 EACH		2.405		14	
LOC 4		5 EACH		2.405		12	
PREMIUM TO MEET COVERAGE PART MINIMUM						69	

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM \$ 410

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

GA101	12/04	GA227	02/07	GA2160H	03/10	CG2271	10/01
CG2272	03/05	GA207	12/04	GA4240	01/06	GA4250	11/05
CG2116	07/98	CG2146	07/98	CG2230	07/98	GA323	10/01

THE CINCINNATI INSURANCE COMPANY

P.O. BOX 145496, CINCINNATI, OHIO 45250-5496
513-870-2000

CPP 089 68 95

A Stock Insurance Company

Previous Policy No.

COMMON POLICY DECLARATIONS

RENEWAL

DECLARATIONS	POLICY NUMBER																																
CPP 089 68 95																																	
NAMED INSURED M O D E L DBA AUTISM MODEL SCHOOL																																	
ADDRESS 3030 TREMAINSVILLE ROAD (Number & Street, TOLEDO OH 43613-1901 Town, County, State & Zip No.)																																	
Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE																																	
All coverages except Automobile and / or Garage Policy number: CPP 089 68 95 FROM: 08-09-2011 TO: 08-09-2012																																	
Automobile and / or Garage Policy number: FROM: TO:																																	
Agency DUSSEL INS. 34-274 City MAUMEE OH																																	
Legal Entity / Business Description ASSOCIATION																																	
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.																																	
FORMS APPLICABLE TO ALL COVERAGE PARTS: (show numbers)																																	
<table><tbody><tr><td>IA4330</td><td>03/08</td><td>IA102</td><td>09/08</td><td>IA904</td><td>04/04</td><td>IA41210H</td><td>09/09</td></tr><tr><td>IA43860H</td><td>03/10</td><td>IP4070H</td><td>03/92</td><td>IA4123</td><td>11/95</td><td>IA4236</td><td>01/08</td></tr><tr><td>IA4238</td><td>01/08</td><td>IA4338</td><td>01/09</td><td>IP446</td><td>08/01</td><td>FM501</td><td>08/06</td></tr><tr><td>GA501</td><td>10/01</td><td>PA519</td><td>08/06</td><td>USC504</td><td>12/04</td><td></td><td></td></tr></tbody></table>		IA4330	03/08	IA102	09/08	IA904	04/04	IA41210H	09/09	IA43860H	03/10	IP4070H	03/92	IA4123	11/95	IA4236	01/08	IA4238	01/08	IA4338	01/09	IP446	08/01	FM501	08/06	GA501	10/01	PA519	08/06	USC504	12/04		
IA4330	03/08	IA102	09/08	IA904	04/04	IA41210H	09/09																										
IA43860H	03/10	IP4070H	03/92	IA4123	11/95	IA4236	01/08																										
IA4238	01/08	IA4338	01/09	IP446	08/01	FM501	08/06																										
GA501	10/01	PA519	08/06	USC504	12/04																												

BCD CBU
08-02-2011

Countersigned

8/9/2011
(Date)

By

C. F. Dussel
(Authorized Representative)

ORIGINAL

THE
CINCINNATI INSURANCE COMPANY

P.O. BOX 145496,
CINCINNATI, OHIO 45250-5496
513-870-2000

Policy Number: BCP 867 79 94

Previous Policy Number BCP 866 14 19

**NON - PROFIT ORGANIZATION BLUE CHIP POLICY
DECLARATIONS**

NOTICE: THIS INSURANCE COVERAGE CONTAINS CLAIMS MADE COVERAGE. THIS INSURANCE IS LIMITED TO "WRONGFUL ACTS" FOR WHICH "CLAIMS" ARE FIRST MADE AGAINST THE "POLICY INSUREDS" DURING THE "POLICY PERIOD". PLEASE READ AND REVIEW THIS INSURANCE CAREFULLY.

THE LIMITS OF INSURANCE AVAILABLE TO PAY DAMAGES, JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED AS "DEFENSE COSTS".

COVERAGE UNDER ANY PARTICULAR COVERAGE PART IS NOT IN FORCE UNLESS THE CORRESPONDING SECTION OF THE DECLARATIONS HAS BEEN COMPLETED.

COVERAGE PARTS

- Part I Directors, Officers, Trustees and Organization Liability Coverage
- Part II Employment Practices Liability Coverage
- Part III Trustee and Fiduciary Liability and Employee Benefits Administration Coverage
- Part IV Internet Security Coverage
- Part V General Provisions Applicable to All Coverage Parts

General Declarations

1. Named Insured:

**M.O.D.E.L.
DBA Autism Model School**

Principal Address:

**3020 Tremainsville Road
Toledo, OH 43613-1901**

2. Total Annual Premium for the Policy (all Coverage Parts combined): \$ 2,112.
Premium is payable Annually Paid Prepaid (for Policy Period as follows):

Advance Premium \$ 2,112.

Each Subsequent Installment \$ 2,112.

3. Forms and endorsements applicable to this Policy at policy inception:

REFER TO IA450F

11-11-2010 JC3

ORIGINAL

Part I Declarations - Directors, Officers, Trustees and Organization Liability Coverage

Item 1. Insured Entity:

**M.O.D.E.L.
DBA Autism Model School**

Principal Address:

**3020 Tremainsville Road
Toledo, OH 43613-1901**

Item 2. Policy Period: from 12:01 a.m. 10-16-2010 to 12:01 a.m. 10-16-2013 local time at the address set forth in Item 1. of the General Declarations

Item 3. Limit of Insurance: \$ 1,000,000. in the aggregate
Optional Defense Outside Limits Coverage Applicable Not Applicable

Item 4. Deductible: \$ 5,000. each "claim"

Item 5. Retroactive Date: N/A

Item 6. Prior and / or Pending Date: 10-16-2002

Item 7. Total Annual Premium for this Coverage Part: \$ 2,112.

Part II Declarations - Employment Practices Liability Coverage

Item 1. Insured Entity:

COVERAGE NOT PURCHASED AS OF POLICY INCEPTION DATE

Principal Address:

Item 2. Policy Period: from 12:01 a.m. _____ to 12:01 a.m. _____ local time at the address set forth in Item 1. of the General Declarations

Item 3. Limit of Insurance: \$ _____ in the aggregate
Optional Defense Outside Limits Coverage Applicable Not Applicable
Optional Third Party Wrongful Acts Coverage Applicable Not Applicable

Item 4. Deductible: \$ _____ each "claim"

Item 5. Retroactive Date: _____

Item 6. Prior and / or Pending Date: _____

Item 7. Total Annual Premium for this Coverage Part: \$ _____

ATTACHMENT 11.19
Board Resolutions Approving Contract

The Autism Model School
Board Meeting Minutes
May 22, 2012

Meeting called to order: 6:02 pm.

Roll Call: Parikh, Moyer, Windnagle, Murray

Excused: Greenblatt

Absent: Cole

Attending: Walters, Director, Jack Langstaff, Sponsor Representative

- I. Welcome
Emilie Richardson, from the Educational Service Center of Lake Erie West was thanked for attending.
- II. Public Commentary
Mary Hoyer, a paraprofessional at The Autism Model School since January 2004, spoke to the Board on the wage concerns of the staff.
 - A. Letter from Kim Baranek is attached to the Board Minutes, page 3 was read to all that attended.
- III. Minutes from the April 23, 2012 Board Meeting. Discussion/Approval
Motion to Approve
 1. Moyer
 2. WindnagleYes unanimous Parikh=yes
Moyer=yes
Windnagle=yes
Murray=yes
- IV. Committee Reports
 - A. Financial
 1. April, 2012 budget reconciliation.
Motion to approve.
 1. Murray
 2. WindnagleYes unanimous Parikh=yes
Moyer=yes
Windnagle=yes
Murray=yes
 2. Five Year Forecast (updated from October).



6-25-12

Motion to approve.

1. Moyer
2. Murray

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

3. Health Insurance

Motion to approve June 2012 – May 31, 2013, Paramount HMO BBB V, Renewal (Grandfather) - Revised. Increase 9.28%. Board will pick-up the increase & normal 50% of cost.

Motion to approve

1. Windnagle
2. Moyer

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

4. Motion to approve

Sponsor contract---The Board of The Autism School resolves to authorize the execution of the "Contract for Ohio Community School" (Revised 12/18/11) with The Educational Service Center of Lake Erie West (ESCLEW) as written in the attachment to the school board minutes of May 22, 2012. The Board of The Autism Model School also authorizes Mary Walters to execute this contract for and on behalf of The Autism Model School with full authority to bind the party

Mary Walters, Director to sign the sponsor contract in all applicable spots as the board representative after Board President Raj Parikh review and approval by June 10, 2012 the final version.

1. Murray
2. Moyer

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

B. Curriculum---no meeting held

C. Strategic Planning---no formal meeting held.

D. Policies & Procedures Motions

1. Proof of Residency

Motion to approve.

1. Windnagle
2. Moyer

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

3. Computer and On-Line Use and Safety

Motion to approve w/amendment.

1. Windnagle
2. Moyer

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

4. Federal Grant Administration Policy

Motion to approve.

1. Windnagle
2. Moyer

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

5. Whistleblower Policy

Motion to approve.

1. Windnagle
2. Moyer

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

6. Benefitting from School Purchases Policy

Motion to approve.

1. Windnagle
2. Moyer

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes

Murray-yes

7. Student Assessment and Security Provisions for Statewide Test Policy

Motion to approve.

1. Windnagle
2. Moyer

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

7. Staff Medication Policy

Motion to approve.

1. Windnagle
2. Moyer

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

8. Veteran's Day Policy

Motion to approve.

1. Windnagle
2. Moyer

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

9. Body Mass Screening and Index Policy

Motion to approve w/amendment.

1. Windnagle
2. Moyer

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

10. Peanut and Food Allergy Policy

Motion to approve.

1. Windnagle
2. Moyer

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

11. Procurement with Federal Educational Funds Policy.

Motion to approve.

1. Windnagle
2. Moyer

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

B. Committee Calendar

1. June, 2012

Motion to hold next board meeting, Monday, June 25, 2012 6:00 pm.

1. Murray
2. Moyer

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

2. Fiscal Year 2013, Budget Draft

Motion to approve.

1. Moyer
2. Windnagle

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

3. FY 2013, Board Meeting Dates

Motion to Approve

1. Moyer
2. Windnagle

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

V. Directors Report

A. Planning for FY 13 Budget-----recommendations.

Motion to approve a renewal of current lease on 3020 Tremainsville Road and \$1,200.00 for lease of Priest house at 5700 St. Clement Court.

1. Moyer
2. Windnagle

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

- B. Special Student Transportation.
- C. Old Business
- D. Recruiting new board members.

VI. New Business

VII. Items from the Board

VIII. Adjourn

Motion to adjourn 7:55 pm.

1. Murray
2. Moyer

Yes unanimous

Parikh-yes
Moyer-yes
Windnagle-yes
Murray-yes

The next Board Meeting is scheduled for Monday, June, 25, 2012, at 6:00 pm.