

AMENDED AND RESTATED CONTRACT
FOR
OHIO COMMUNITY SCHOOL

This **CONTRACT** is entered into by and between the **Educational Service Center of Lake Erie West** (ESCLEW or Sponsor) and **The Autism Academy of Learning** (Governing Authority or School), an Ohio public community school, by and through its Governing Authority.

WHEREAS, R.C. Chapter 3314 permits the formation and operation of Ohio public community schools and requires the parties to enter into a contract in order to authorize, create, continue, and/or operate an Ohio public community school; and

WHEREAS, ESCLEW is an authorized sponsor under R.C. Chapter 3314; and

WHEREAS, the Governing Authority and the ESCLEW wishes to fully state and restate their agreement to operate an Ohio public community school;

NOW THEREFORE, the Governing Authority and Sponsor enter into this Contract pursuant to the following terms and conditions.

ARTICLE I
Continuation of Community School

1.1 **Continuation of Start-Up Community School.** The Governing Authority and the Sponsor agree that the School is a continuing start-up Ohio public community school subject to the laws of the State of Ohio and this Contract. The School covenants and agrees to Sections 1.2 through 1.5 below.

1.2 **School Establishment.** The School is established and operated as either (a) a non-profit corporation under R.C. Chapter 1702, if established before April 8, 2003, or (b) a public benefit corporation under R.C. Chapter 1702, if established after April 8, 2003. The School shall maintain in good standing its status as a non-profit corporation. The School shall hold all rights to the name of the School and any trade names or fictitious names.

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

1.3 **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 five (5) business days after knowledge thereof by the School, with a copy of any documentation and official/governmental notices or letters.

- 1.4 **Corporate Documents.** Attached as **Attachment 1.4** 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 to any of these documents must be reported in writing to the Sponsor within five (5) business days of the effective date of such changes, along with a copy of all documentation and filings.
- 1.5 Intentionally left blank.
- 1.6 **Sponsor Responsibilities.** The Sponsor shall carry out the responsibilities established by law, including:
- (a) Monitor the School's compliance with all laws applicable to the School and with the terms of this Contract;
 - (b) Monitor and evaluate the academic and fiscal performance and the organization and operation of the School on at least an annual basis, which evaluation shall be based on the performance requirements set forth in **Attachment 11.6**, state report cards, and any other analysis conducted by the Ohio Department of Education (ODE) or the Sponsor and shall be reported on an annual basis to the ODE and to the parents of students enrolled in the school;
 - (c) 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;
 - (d) Provide technical assistance to the School in complying with this Contract and with applicable laws, provided, however, that Sponsor shall not be obligated to give legal advice to the School;
 - (e) Offer other activities, as determined by the Sponsor, specifically designed to benefit the School;
 - (f) 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;
 - (g) Establish a plan of action to be undertaken if the School experiences financial difficulties or closes before the end of the school year, which 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; and
 - (h) Report on the amounts and types of expenditures made to provide monitoring, oversight, and technical assistance to sponsored schools, pursuant to the specific requirements of R.C. 3314.025.

ARTICLE II

Governing Authority/Administration

- 2.1 **Governing Authority Members.** The Governing Authority (its Board of Directors, Directors, or Board) must contain at least five (5) Directors (members). All Governing Authority members must be preapproved by Sponsor. No Governing Authority member may serve on the Board if restricted from doing so by R.C. 3314.02(E) or any other law, rule, or regulation. All Governing Authority members must provide copies of clean BCI and FBI criminal background checks and signed Conflict of Interest Disclosure Forms to the Sponsor before the effective date of the

member's term. All BCI and FBI criminal background checks must be repeated at least every five (5) years, unless the Governing Authority member has lived in Ohio for the past five (5) years, in which case only a BCI check must be repeated. Results must be submitted to the Sponsor within thirty (30) days of the expiration of the previously completed background check.

Attached as **Attachment 2.1** are the names and e-mail addresses used for school business of the current Governing Authority members. The Sponsor may have access to the names, addresses, work, home and mobile numbers, and electronic mail addresses of the Governing Authority members, provided only the names and email addresses used for business of the School will be released to the public. Separately, and not as a public record, the Sponsor shall collect the above-referenced information of the Governing Authority members. A description of the process by which the Governing Authority members shall be selected and removed in the future must be in the Code of Regulations included in **Attachment 1.4**. The Sponsor shall be promptly notified in writing of any changes in members, including names of resignations and changes to contact information, within five (5) business days of such change.

- 2.2 **Training of Governing Authority Members.** Members new to the School's Board must complete a minimum of five (5) hours of Board training, at least two (2) hours of which are on public records and open meetings law, within three (3) months of being elected or appointed to the Board. Existing Governing Authority members are required to attend board training, which must include training on public records and open meetings laws, for a minimum of two (2) hours on an annual basis to remain current in their responsibilities and obligations. Trainings must be approved by the Sponsor.
- 2.3 **Governing Authority Meetings.** The Governing Authority must hold a minimum of six (6) regular meetings bi-monthly per year. The Sponsor shall have adequate prior written notice of all regular and special meetings, and be copied with all agenda, packets, handouts, and minutes of all meetings of the Governing Authority or its committees. The School must notify the Sponsor of all special meetings as soon as scheduled and in no case with less than twenty-four (24) hours written notice. The Sponsor shall be invited into executive sessions unless the session involves a legal dispute with the Sponsor or prior arrangements have been agreed upon between the parties.
- 2.4 **Chief Administrative Officer.** The Chief Administrative Officer of the School will be the **James Jones (Principal, Superintendent, Head of School, Chief Administrative Officer)**. This individual is responsible for the daily operations at the School and will be listed as such in any State reporting system. Any change in the identity and/or role of the Chief Administrative Officer shall be reported in writing to the Sponsor within five (5) business days. The person registered in OEDS-R as Superintendent shall be the Superintendent or one of the Superintendents of the School, even if he/she is the same person as the Chief Administrative Officer.
- 2.5 **Cooperation with Sponsor Oversight.** The Governing Authority and School administration covenant and agree to cooperate fully with the Sponsor in all activities concerning oversight of the School as are required by laws, rules, and regulations. This may include, but is not limited to:
 - Preliminary site visit and certification of letter of assurances at least twelve (12) days prior to the first day of school and at all times thereafter as determined necessary by the Sponsor.
 - Monthly reviews of financial and enrollment records with the Fiscal Officer, followed by a written report to the Governing Authority.

- Monthly site visits and file and contract reviews, and at all other times as determined necessary by the Sponsor, followed by a written report to the Governing Authority.
- High stakes review, upon renewal or at least every five years, whichever comes first, and as determined necessary by the Sponsor.
- Other appropriate requests for information from the Sponsor, the ODE, or other applicable governmental agencies.
- Timely and accurate submission of all required or requested data, including financial and enrollment reports, into the Sponsor’s document management system, Epicenter.
- Maintenance of attendance and participation records in accordance with current FTE manuals or guidance.
- Maintenance of high school drop-out recovery or special education status, if applicable, and compliance with all current and future rules, regulations, and assessments associated with such status.

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 ODE 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, unless required by law to keep them in order to finally close the School.

2.6 **Power of Attorney.** The 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 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 for cause, for abandonment of duties, or for breach of this Contract. The 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 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 Governing

Authority to comply. In addition, any failure by the 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 and/or dismiss Directors, if the Sponsor deems necessary at its discretion.

- 2.7 **General Training.** The Chief Administrative Officer, or appropriate representative, shall participate regularly in training provided by the Sponsor and by the ODE, or by the approved or affiliated organization of any of the preceding entities. The Chief Administrative Officer, Fiscal Officer, other administrative employees of the School, and all individuals performing supervisory or administrative services for the School under a contract with the operator, if any, shall complete training on an annual basis on public records and open meetings law.
- 2.8 **Technical Assistance and Training by Sponsor.** The Sponsor shall provide reasonable technical assistance and training to the School and its staff at such times and to the extent that the Sponsor deems appropriate or as required by law. The 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 Governing Authority will arrange for or provide transportation of students in accordance with all laws, rules, and regulations, including to and from career technical programs or curricular or extracurricular field trips.
- 3.2 **Management by Third Party Operator.** If the Governing Authority enters into a contract for management or operation of the School and its curriculum and operations, such fully-executed contract shall require prior written approval of the Sponsor and incorporation as **Attachment 3.2**. The School shall employ an attorney, who shall be independent from the operator, for any services related to the negotiation of the School's contract with the operator or if the operator and School should become adverse to each other in any particular matter.

As the management contract is a part of this Contract, the Governing Authority understands that the Sponsor may take steps to require the School to correct any issues related to an operator of the School and its administration, including disciplinary measures against the School. The Governing Authority consents to this right of the Sponsor. If the Sponsor deems, at its discretion, that due to mismanagement, poor governance or performance, another operator is advisable or necessary, the Sponsor may request that the Governing Authority interview, select, and enter into a different agreement for such services, and such operator and services contract must be approved by the Sponsor as a modification to this Contract.

- 3.3 **Non-Sectarian.** The School shall be non-sectarian in its programs, admission policies, employment practices, and all other operations, and it shall not be operated by a sectarian school or religious institution.
- 3.4 **Disposition of Assets.** In the event that this Contract is (a) suspended and terminated, (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 Governing Authority and the School:

(a) Regarding employees:

- (1) If there is a collective bargaining agreement that applies, the layoff or other provisions of the collective bargaining agreement shall be followed.
- (2) In the absence of a collective bargaining agreement, the School may elect to treat employees as laid-off or a reduction in force. Expiring employee contracts may be non-renewed. The School shall follow the plan for disposition of employees as detailed in **Attachment 8.2**.

(b) Upon termination of this Contract, by law or by these contract provisions, or, upon dissolution of the Ohio non-profit corporation that operates the School, all equipment, supplies, real property, books, furniture, or other assets of the School shall be distributed in accordance with R.C. Chapter 1702, 3314.015(E), and 3314.074, subject to and in accordance with any other applicable laws, rules, or regulations.

(c) The School shall comply with and cooperate with the closing requirements summarized on **Attachment 3.4** and all other required procedures, including any ODE Closing Procedure Guidance at the pertinent time, even if listed as requirements of the Sponsor. The Governing Authority and the licensed School Treasurer shall stay in their positions until the closing of the School and the final audit is completed.

3.5 **Commencement of School Operations.** The School shall open for operation not later than September 30 of each school year, unless the mission of the School is solely to serve dropouts or unless Sponsor is rated exemplary for two or more consecutive years. If the School fails to open within one (1) year after the execution of this Contract, this Contract may be deemed void.

3.6 **Policies and Parent Surveys.** Upon request, the School shall send to Sponsor copies of policies and handbooks, including its parent and foster caregiver involvement policy, and any parent survey measuring parent satisfaction with the operation of the School.

ARTICLE IV Compliance with Laws

4.1 **Compliance with Ohio Laws.** The School shall comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0714 (as stated in 3314.17), 3301.0715, 3301.0729, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.801 (unless the School is an internet- or computer-based school), 3313.814, 3313.816, 3313.817, 3313.86, 3313.89, 3313.96, 3319.073, 3319.074, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52 and 5705.391, Chapters 117., 1347., 1702., 2744., 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.

The School shall comply with Chapter 102 of the Revised Code and R.C. 2921.42, 2921.43, and 2921.44. The School must have a conflict of interest policy that addresses these requirements, attached in **Attachment 4.1**.

The School shall also comply with R.C. 3302.04, including division (E) of that section to the extent possible, and R.C. 3302.041, except that any action required by a school district under those sections shall be taken by Sponsor. The Sponsor, however, shall not be required to take any action under R.C. 3302.04(F).

The School shall comply with R.C. 3313.6021 and 3313.6023 as if it were a district, unless it is either an internet- or computer-based school or a school in which a majority of the enrolled students are children with disabilities as described in R.C. 3314.35(A)(4)(b).

The School shall comply with R.C. 3313.61, 3313.611, and 3313.614, as qualified by R.C. 3314.03(A)(11)(f) and outlined in section 6.11 below.

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 R.C. 3317.141, will comply with R.C. 3319.111 as if it were a district, and will adhere to the provisions agreed to in its Race to the Top Memorandum of Understanding (Phase II) with the ODE, including the requirement to adopt and implement comprehensive evaluation systems for principals consistent with the Ohio Principal Evaluation System (OPES) framework.

If the School operates a preschool program that is licensed by the ODE under R.C. 3301.52 to 3301.59, the School shall comply with R.C. 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the state board under R.C. 3301.53.

- 4.2 **Compliance with Other Laws.** The School and the Governing Authority may carry out any act or ensure the performance of any function that is in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, or this Contract. The School is not exempt from federal laws, rules, and regulations, or Ohio laws granting rights to parents. The School specifically acknowledges that federal laws, rules, and regulations apply to its operation, including but not limited to those concerning federal grants.

ARTICLE V Facilities

- 5.1 **Location of Facilities.** The facility to be used for the primary location of the School will be maintained at **110 Arco Drive, Toledo, Ohio 43607**. The School may not open an additional facility without the prior written approval of Sponsor and modification of this Contract. The School agrees to comply with all laws, rules, and regulations concerning multiple facilities. All facilities are described on **Attachment 5.2**.
- 5.2 **Lease or Purchase.** Any lease or use of any School facility must be documented in writing. If any School facility has been or will be leased, the lease shall not be signed unless it is consistent with the budget approved by the Governing Authority. The Governing Authority shall not enter into a lease with the operator of the School, if any, for any parcel of real property until an independent professional in the real estate field verifies via addendum (“operator addendum”) that the lease is commercially reasonable at the time of signing. Every lease must contain a governmental fund-out clause. A copy of the fully executed lease and all subsequent amendments, modifications, or renewals thereof, must be provided to the Sponsor within five (5) business days of execution.

If any School facility has been or will be purchased by the School, the contract of sale and related documents shall not be signed unless they are consistent with the budget approved by the Governing Authority. A copy of the recorded conveyance documents must be provided to the Sponsor within five (5) business days of execution.

The facility will not be changed without prior written consent of the Sponsor, which consent will not be unreasonably withheld. The School shall provide the Sponsor any requested information to assess the adequacy of the facilities. 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 or obligations of the School. A detailed description of the facilities, as well as costs, operator addendum, and related parties of any lease or mortgage, is attached as **Attachment 5.2**.

- 5.3 **Compliance with Health and Safety Standards.** Any facility used for or by the School shall meet all health and safety standards established by law for community school buildings. The School shall certify all Sponsor assurances required by law, rule, or regulation to be sent to the ODE. All school facilities will be maintained in a clean, healthy manner to the satisfaction of the Sponsor and/or as indicated by proper authorities.

After fulfilling the annual opening assurances, any changes in permits, inspections, and/or certificates must be filed with the Sponsor within five (5) business days from the date of receipt. The School must keep all permits, inspections, and/or certifications current and compliant.

A Certificate of Occupancy must be provided to the Sponsor prior to occupancy of a new facility, and thereafter, annually or upon request. Proof of occupancy shall be satisfied by the Governing Authority providing to the Sponsor any permanent, interim, or temporary certificate of occupancy issued by the government agency having jurisdiction over the same.

ARTICLE VI Educational Program

- 6.1 **Enrollment.** The School will provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The School shall serve students ages 5-22. The School may not add or remove grades without the prior approval of the Sponsor and modification of this Contract. The School agrees to be compliant with the maximum number of people allowed per room and/or per facility as stated on the Certificate(s) of Occupancy provided to the School by the local building department. An involuntary and material decrease in enrollment may be a sole good cause for nonrenewal, suspension, or termination at the discretion of the Sponsor. A material decrease in enrollment for purposes of this Section 6.1 shall be an unplanned decrease not pre-approved by Sponsor of (i) below twenty-five (25) students, or (ii) thirty percent (30%) or greater decrease from the average enrollment figures of the prior four (4) or more school operating (open for students) months.
- 6.2 **Continuing Operation.** The School agrees to continue operation by teaching the minimum number of students permitted by law. Failure to continue operation without interruption is grounds for termination of this Contract. The School may only make a material change to the school calendar upon written notification to the Sponsor. A material change shall be defined as any change of five (5) business days or more, either consecutively or cumulatively. If the School

temporarily ceases operation for any reason, time is of the essence in resuming and continuing operation.

- 6.3 **Education Plan.** The School’s education plan, including the School’s mission, philosophy, the characteristics of the students the School expects to attract, the ages and grades of students, focus of the curriculum, and instructional methods, is attached as **Attachment 6.3**. The educational plan must show how the School’s curriculum is aligned with Ohio Content Standards. The education plan in **Attachment 6.3** must include all classroom-based and non-classroom-based learning opportunities, which comply with the criteria for student participation established in R.C. 3314.08(H)(2). ESCLEW specifically authorizes “learning opportunities” to include educational opportunities provided by the School during suspension of the School’s students, as well as any opportunities provided for in a Credit Flex or College Career Plus program of the School. **Attachment 6.3** shall detail any blended learning, preschool, internet- or computer-based, or approved 22+ Adult High School Diploma program requirements, and it shall indicate whether the School is planning to seek designation as a STEM school equivalent under R.C. 3326.032.
- 6.4 **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 ODE, or recommended by Sponsor. The School must ensure that all such standards, requirements, and assessments are timely and properly administered, met, and completed. The results of such assessments, as well as any benchmarking data, shall be made available to the Sponsor and presented to the Governing Authority in a timely manner after receipt by the School. The School must submit a calendar of assessments to Sponsor prior to the start of each academic year. Any change in assessment or method of measurement of progress must be reported in writing to the Sponsor. Academic goals and performance standards by which the School will be evaluated by the sponsor and which shall include but are not limited to all applicable report card measures and assessments administered by the School are outlined in **Attachment 11.6**.
- 6.5 **Racial and Ethnic Balance.** The School will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but 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 violates a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.
- 6.6 **Tuition.** Subject only to any applicable exceptions pursuant to federal law, R.C. 3314.26, 3314.08(F) or R.C. 3314.06(A), 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, the School’s engaging in voluntary fundraising activities, or parents giving voluntary donations.
- 6.7 **Student Discipline and Dismissal Policies.** The School shall adopt 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. The School must also maintain a policy for the discipline, suspension, and expulsion of disabled students and a policy for Positive Behavioral Interventions and Supports/Restraint and Seclusion. All such policies are included in **Attachment 6.7**.

- 6.8 **Assuring Student Growth.** The School shall annually develop a plan of intervention for all students not found proficient or not on grade level, and it shall make such plan available for review by Sponsor.
- 6.9 **Disabled Students.** During admission and enrollment of any disabled student and thereafter the School shall comply with all federal and state laws regarding the education of students with special needs. The School shall provide all necessary related services, or the School may contract for accommodations or related services provided that it provides documentation to Sponsor identifying the providers, the plan to provide services, and the provider's qualifications, experience, and reputation. The School must annually adopt its plan for carrying through on all special education laws, rules and procedures.
- 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, provided however, that Sponsor may suspend the operations or terminate the contract as otherwise indicated by law. Unless suspended, 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 Governing Authority and its administration take sole responsibility for the ODE closing procedures listed in **Attachment 3.4** and indemnifies, shall defend, and hold harmless the Sponsor for all performance thereof.
- 6.11 **High School Diplomas.** 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 R.C. 3313.61, 3313.611, and 3313.614, except that, by completing the curriculum adopted by the 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 Revised Code or any rules of the state board of education. Provided, however, beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in R.C. 3313.61 and 3313.611 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 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, and beginning in the 2017-18 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency, as adopted by the state board of education under R.C. 3313.603(J)(1) and (2). Beginning with the 2018-2019 school year, the School shall also comply with the framework developed by the Ohio Department of Education under R.C. 3313.603(J)(3) for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education. To the extent applicable, the School shall comply with alternative graduation requirements as permitted by 132 General Assembly, House Bill 491, Section 3 for those students entering ninth grade for the first time between July 1, 2014 and July 1, 2017 who failed to meet end-of-course exam requirements. Prior to graduation, the School shall send its list of graduates to Sponsor, and Sponsor shall be invited to all graduation ceremonies.
- 6.12 **Admissions Policy.** The School shall follow the admissions and enrollment policy and procedures of the School attached hereto as **Attachment 6.12**. Any change in these policies must be reported in writing to the Sponsor within five (5) business days. At a minimum, the admission policy, 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, gender, national origin, handicap, intellectual ability, athletic ability, or measurement of achievement or aptitude, except the School may limit admission to “at-risk” students, as specified in 6.12(b) or elsewhere specifically mentioned in applicable Ohio law. Upon admission of any student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities;
- (b) be open to any individual entitled to attend school in the State of Ohio pursuant to R.C. 3313.64 or 3313.65 or that has been admitted in accordance with R.C. 3321.01(A)(2), 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 which is included in **Attachment 6.12**, 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 to students who reside in the district in which the School is located, and may be given to eligible siblings of such students and to children of full-time staff members employed by the School, provided the total number of students receiving this preference is less than five percent (5%) of the School’s total enrollment.

- (c) The School shall adopt a policy regarding the admission of students residing outside the district in which the School is located, which policy shall comply with the administrative procedures specified herein and shall either prohibit the enrollment of students who reside outside the district in which the School is located, 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. The policy is included in **Attachment 6.12**. If the School admits out-of-state students, it shall adopt a policy and tuition schedule after consultation with the School’s attorney as to the extent permitted by law and a writing to that effect addressed to the Sponsor.
- (d) The School shall adopt a policy regarding the enrollment and attendance of students, which requires a student’s parent to notify the School when there is a change in the location of the parent’s or student’s primary residence. This policy is included in **Attachment 6.12**.
- (e) The School shall adopt a policy regarding the verification of a student’s residence and address consistent with the School’s obligations in accordance with R.C. 3314.11. This policy shall be included in **Attachment 6.12**.

6.13 **Attendance and Truancy Policy.** The School shall follow its Truancy, Attendance, and Participation Policies attached hereto as **Attachment 6.13**. The policies must include procedures for automatic withdrawal from the School if a student fails to participate in seventy-two (72) consecutive hours of learning opportunities. The School must keep attendance records and meet requirements for non-classroom-based learning opportunities. Such policies or procedures must be clearly stated in writing within **Attachment 6.13** and in compliance with applicable laws, rules, and regulations. The School’s attendance and participation policies must be available for public inspection, and records shall be made available, upon request, to the ODE, Auditor of State, and Sponsor, to the extent permitted by 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA), R.C. 3319.321, and any applicable rules or regulations thereto.

ARTICLE VII Reporting

- 7.1 **Annual Report.** Not later than October 30 of each year, the Governing Authority shall submit to the Sponsor, the parents of all students enrolled in the School, and 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.
- 7.2 **Reports to Sponsor.** The Governing Authority shall report to the Sponsor the following on or before the day set by statute, rule, regulation, or by the Sponsor, all information or documents required under applicable law, including but not limited to:
- (a) a comprehensive plan for the School, and any updates to such plan, which shall specify:
 - i. the process by which the Governing Authority will be selected in the future;
 - ii. the management and administration of the School;
 - iii. the instructional program and educational philosophy of the School; and
 - iv. internal financial controls;
 - (b) on a monthly basis,
 - i. requested information related to student discipline, truancy compliance, withdrawals, and special education;
 - ii. staff and teacher turnover, including new staff qualifications;
 - iii. enrollment numbers, financials, budgets, fixed assets, liabilities, or similar information; and
 - iv. any changes in structure or governance;
 - (c) any event, occurrence, or circumstance that could reasonably have a material adverse effect on the operations, properties, assets, financial condition, enrollment, or reputation of the School;
 - (d) on an annual basis,
 - i. verification of completion of annual public records and open meetings law training by each Governing Authority member, Fiscal Officer, Chief Administrative Officer, administrative employees of the School, and all individuals performing supervisory or administrative services for the School through an operator contract;
 - ii. any finding for recovery issued by the Auditor of State against any Governing Authority member, the operator, or any employee who works at the School;
 - iii. disclosure statements and signed ethics and conflicts policies for Governing Authority member as filed pursuant to R.C. 3314.02(E)(7);
 - iv. updated asset reports showing all assets purchased with public funds and all assets purchased by nonpublic funds, and the ownership of each;
 - v. a detailed accounting of the nature and costs of the goods and services that the operator provides to the School, pursuant to R.C. 3314.024, if the operator receives more than twenty percent (20%) of the School's gross annual revenues; and
 - vi. the information required under R.C. 3314.08(B)(2); and
 - (e) all items required to be reported in this Contract, required by Sponsor through the Sponsor's document management system, Epicenter, or by the ODE, including but not limited to those listed on **Attachment 7.2**.

- 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 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 Revised Code. The School shall submit to Sponsor an affidavit that all classroom teachers meet qualification requirements and make qualifications available to Sponsor for review, upon request. 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 law. The school-wide students to full-time equivalent classroom teacher ratio shall be no more than **25 to 1**, unless otherwise agreed to in writing between Sponsor and School. 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 paraprofessionals shall meet the "highly qualified" standards as and to the extent applicable. All paraprofessionals employed by the School to provide academic support in a core subject area in a program supported with funds received under Title I of the "Elementary and Secondary Education Act of 1965," 20 U.S.C. 6301 *et seq.*, must be properly certified. 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.

- 8.2 **Dismissal of Employees.** Subject to Section 11.2 below, the 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 or not renewed are set out in **Attachment 8.2**.
- 8.3 **Employee Benefits.** A summary of all health or other benefits provided by the School or operator to full-time employees of the School shall be set out in **Attachment 8.3**, which may be amended by the School from time to time. All such amendments shall be provided to Sponsor in writing within five (5) business days of amendment or change. In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Revised Code, the collective bargaining agreement supersedes **Attachment 8.3** 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. To the extent required or allowed by state and federal law, the School shall comply with chapters 3307 and 3309 of the Ohio Revised Code.
- 8.4 **Criminal Background Check.** All criminal background records checks (BCI&I/FBI fingerprint and background check information) of teachers, staff, or the Governing Authority must be timely conducted at the School's expense, in accordance with law. All background checks must be acceptable to both the Sponsor and Governing Authority. 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. 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. The School shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2). Audits shall be conducted in accordance with R.C. 117.10. Within five (5) business days of receiving notification from the Auditor, the School shall notify the Sponsor in writing of the time, date, and location of any scheduled meetings with the Auditor. The Sponsor shall maintain a presence at all meetings with the Auditor of State, though the Sponsor may elect to do so through its representatives and/or via electronic means, unless such meeting presence or meeting is waived by the Auditor of State's office. If the Governing Authority contracts with an entity specializing in audits, including an attorney or accountant, that entity must be independent from the operator with which the School has contracted.
- 9.2 **Fiscal Services.** The School agrees that its Fiscal Officer shall be its licensed school Treasurer, currently disclosed on **Attachment 9.2**. If the Governing Authority contracts with its Fiscal Officer to provide fiscal services, the fiscal services agreement must be included in **Attachment 9.2**. The School may not change its Fiscal Officer without prior written approval from the Sponsor, which will not be unreasonably withheld. Any changes to the fiscal services agreement must be reported to the Sponsor within five (5) business days. If the School and the Sponsor have waived the requirement of employing or contracting directly with the Fiscal Officer, pursuant to R.C. 3314.011(D), the current resolution waiving this requirement must be attached to this Contract in **Attachment 9.2**. Such resolution shall only be valid for one year, and any subsequent resolution adopted by the School must be approved by the Sponsor and submitted to the ODE. Should the School be declared unauditible under R.C. 3314.51, the Governing Authority shall, and shall cause its operator to (if applicable), suspend and replace the Fiscal Officer, and require his/her dedication to assist any replacement fiscal officer(s).

The School agrees that the fiscal services agreement will state that the Fiscal Officer is primarily responsible for the financial and audit portions of the closing procedures if the School closes. The Governing Authority must authorize that the Fiscal Officer and the Fiscal Officer's agreement remain in effect in order to proceed to close the School. If the School closes or is permanently closed, the Fiscal Officer shall deliver all financial and enrollment records to the Sponsor within thirty days of the School's closure. If the Fiscal Officer fails to provide the records in a timely manner, or fails to faithfully perform any of the Fiscal Officer's other duties, the Sponsor has the right to take action against the Fiscal Officer to compel delivery of all financial and enrollment records of the School and shall, if necessary, seek recovery of any funds owed as a result of any finding of recovery by the Auditor of State against the Fiscal Officer.

- 9.3 **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.

9.4 **Fiscal Bond or Pooled Insurance.** The School’s Fiscal Officer shall execute a bond in an amount annually approved by Governing Authority in a resolution, but for no less than twenty-five thousand dollars (\$25,000), 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, a certified copy thereof filed with the county auditor, and a copy shall be contained in **Attachment 9.4**. Any updates, cancellations or changes to the bond shall be sent to the Sponsor within five (5) business days.

In lieu of a surety bond, the School may adopt a policy permitting its Fiscal Officer to obtain insurance coverage through an “employee dishonesty and faithful performance of duty policy” issued by a joint self-insured pool. Insurance coverage must for no less than twenty-five thousand dollars (\$25,000), and both the School and Sponsor shall be listed as additional insured parties. Coverage must be in place prior to the start of the Fiscal Officer’s term of office. The Fiscal Officer must notify the Governing Authority in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage; and the School shall provide evidence of coverage as **Attachment 9.4**. The School must provide notice of lapse of any such coverage to Sponsor within five (5) business days of request, and, within five (5) business days of any change or notice to School by the applicable insurance entity.

Cancellation of the bond or cancellation or lapse in insurance coverage maybe grounds for suspension or termination of the School.

9.5. **Financial Plan.** A financial plan detailing an estimated school budget for every year of the Contract is attached as **Attachment 9.5**. Each year of this Contract, on or before October 31, a school budget that includes all required elements under R.C. 3314.032(C) shall be adopted by the Governing Authority and submitted to the Sponsor. If the School is managed by a third party operator, the Governing Authority must procure from such operator sufficient data, at the Sponsor’s discretion, to allow the Sponsor to review revenue and expenses as required or permitted by law. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The base formula amount for each year shall not exceed the formula amount defined in R.C. 3317.02. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimate per pupil expenditure amount for each year. The School agrees to provide further breakdown of revenue or expenses, or line items for expenses or revenue not projected, upon Sponsor’s request. Financial performance goals, standards, measurement, and assessment are included in **Attachment 11.6**.

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 must 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. All moneys borrowed from the School’s operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.

9.7 **Payment to Sponsor for Monitoring, Oversight, and Technical Assistance.** For and in consideration of two and a half percent (2.5%) of the total amount of payments for operating expenses received by the School from the State of Ohio (but only up to three percent (3%) of such funds unless otherwise allowed by law), the Sponsor shall provide the monitoring, oversight, and

technical assistance 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. The word “received” means the acceptance by the Sponsor in accordance with and pursuant to the revenues received on the monthly School Foundation Statement. The Sponsor has a right to rely upon the monthly statement and is not responsible, except for reductions due to FTE findings already deducted in the then current monthly statement, or those FTE findings deducted in future statements upon which Sponsor figures its fee.

At the inception of this Amended and Restated Contract, the oversight fee will be set at or remain at 2.5% as described above. The Sponsor reserves the right to increase the fee upon not less than sixty (60) days prior written notice, for not more than a half percent (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 Sponsor to raise any oversight fee;
2. Nothing shall prohibit the Sponsor from raising the oversight fee to any increment below 0.5% 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 a thousand (1,000) students or more on the most recent past month’s CSADM report; or
 - b. All of the following are true: (i) the School’s most recently officially released academic Ohio Report Card Rating is an overall B or higher; (ii) there are no findings in the School’s last officially released annual state audit; and (iii) 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 request and, the School agrees to automatically comply with such new rules even without such amendment, at the Sponsor’s written request.

9.8 **Federal Grants.** The School must report annually and in writing to the 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 of, and backup for proper disposition in accordance with 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. The School shall follow all applicable federal sources and uses, grant and procurement laws, rules and regulations.

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.** The Governing Authority will, at all times, maintain comprehensive general liability insurance 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 Governing Authority, its Directors, Officers, and its employees, but also for the Sponsor as additional insured. The Governing Authority shall also maintain directors and officers liability and errors and omissions coverage in the amount of not less than one million dollars (\$1,000,000) per occurrence. The insurance coverage must be occurrence coverage, rather than claims made coverage. The 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 the School shall provide evidence of coverage as **Attachment 10.1**. The 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 five (5) business days of request, and, within five (5) business days of any change or notice to School by the applicable insurance entity.
- 10.2 **Indemnification.** The 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, demands, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs, or expenses (including, without limitation, attorneys', experts', 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 Governing Authority and/or School or any of its officers, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or this Contract;
 - (b) 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 Sponsor;
 - (c) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to meet the obligations of this Contract or any other contract or other obligation between or on behalf of the School and another party;
 - (d) An action or omission by the Governing Authority and/or School or any of its officers, directors, employees, successors, agents, 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;
 - (e) 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 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;

- (f) Any audit finding based on failure of the School to accurately report enrollment, attendance, participation in learning opportunities or inaccurate EMIS submissions; and,
- (f) 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 unless the School or 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.

This indemnification survives the termination, suspension, expiration, or non-renewal of this Contract.

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 Governing Authority and the School shall defend, 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 Governing Authority. Nothing in this subsection, however, obligates the Sponsor to provide such a leave of absence.

10.4 **Survival.** All provisions of 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 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 School, with full authority to bind the School. The Governing Authority shall employ an attorney independent from the Sponsor for any negotiation of this Contract or its amendments.

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 Governing Authority specifically recognizes and acknowledges the following:

- (a) The Governing Authority is responsible for carrying out the provisions of this Contract.
- (b) For purposes of this Contract, "sponsor approval" means written approval by the ESCLEW Governing Board, the ESCLEW Governing Board President, Superintendent, or Community Schools Center Director, or other Sponsor agent authorized by the ESCLEW Governing Board.
- (c) The Sponsor's authority to assume operation of the School under the conditions specified in R.C. 3314.073(B).
- (d) 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).

- (e) The authority of the ODE to suspend the operations of the School under R.C. 3314.072 if the department has evidence of conditions or violations of law at the School that pose an imminent danger to the health and safety of the School’s students and employees and the Sponsor refuses to take such action.
- (f) That the Sponsor is not liable for the acts, omissions, or the debts of the School pursuant to R.C. 3314.07(D) and 3314.08(G)(2), as well as any other applicable law limiting the liability of the Sponsor.
- (g) That 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, as well as correct problems in the School’s performance.
- (h) That the ODE may take over sponsorship of the School in accordance with R.C. 3314.015(C).
- (i) The mandate of permanent closure under R.C. 3314.35, under the circumstances enumerated therein.
- (j) That the Auditor of the State of Ohio may deem the School “unauditable” and direct the stoppage of funding for the School, and that the Sponsor has the right to terminate this Contract in such a situation.
- (k) That the ODE has set out its guidance for closing procedures (attached as a modified supplement in **Attachment 3.4**).
- (l) That 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 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.** The Sponsor and the School agree to the following dispute resolution procedure for any dispute not otherwise governed by mandatory administrative procedures pursuant to this Contract or the law. The parties shall make initial attempts to resolve any dispute between a designee of the Sponsor and the Chief Administrative Officer of the School and/or the President of the Governing Authority. If those parties cannot resolve the dispute, the matter shall be submitted to a qualified mediator for mediation. 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 **five (5) year(s)**, effective as of or commencing on July 1, 2019 and ending on June 30, 2024. 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 the Sponsor if the School is closed mandatorily by statute, by another governmental agency, or by operation of law.

11.6 **Performance Accountability Framework.** **Attachment 11.6** sets forth in detail (a) the performance assessment framework, (b) Sponsor technical assistance, interventions, renewal, and statutory consequences, and (c) the measurable and attainable goals upon which the School shall be evaluated by Sponsor. Performance standards must include, but are not limited to, all applicable

report card measures set forth in R.C. 3302.03 or R.C. 3314.017, by which the success of the School will be evaluated by the 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, and the Sponsor-specific criteria outlined in **Attachment 11.6**.

11.7 **Renewal and Non-Renewal of this Contract.**

(a) Upon the expiration of this Contract, the Sponsor may in accordance with R.C. 3314.03(E), renew the Contract for a period of time to be determined by the Sponsor, but not ending earlier than the end of any school year. Corrective action may be required at the discretion of the Sponsor. Prior to its determination, the Sponsor shall conduct a high stakes review or evaluation and provide the School with a cumulative report on its findings and on the School's performance over the contract term. The School shall timely submit an Application for Renewal to provide additional information or evidence regarding its performance and to respond to the Sponsor's findings or concerns, if needed.

The Sponsor may choose not to renew this Contract at its Expiration Date 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.

Renewal decisions are based upon an analysis of the following:

- i. the School's progress in meeting the educational program listed in **Attachment 6.3**;
- ii. the School's progress in meeting the Academic Goals listed in **Attachment 11.6**;
- iii. the School's progress in meeting the Non-Academic Goals listed in **Attachment 11.6**;
- iv. the School's progress or performance on actions required by corrective action plans or other interventions, if any;
- v. the degree to which the School is compliant with the terms of this Contract;
- vi. the School's fiscal viability and financial audits;
- vii. the School's organizational viability; and
- viii. other good cause.

By January 15 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 after the informal hearing, the Sponsor shall issue a written decision either affirming or rescinding the decision not to renew this Contract.

If the School is not renewed for failure to meet student performance requirements stated in the Contract or for failure to meet generally accepted standards of fiscal management, the School must close permanently at the end of the then-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.

(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. Prior to notification, the Governing Authority must pass a resolution at a properly noticed and held public meeting, authorizing the non-renewal of this Contract and authorizing one or more individuals to notify the Sponsor. 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. If proper notification does not occur, then the contract may be renewed at the Sponsor's sole option.

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 Governing Authority or authorized parties thereof, specifying the conditions that warrant probation, and after receiving the 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 Section 11.9 below.

11.9 **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. The 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 reviews and approves or disapproves of the proposed remedy. If the Sponsor disapproves of the proposed remedy, or, the Governing Authority fails to submit a remedy or fails to implement the remedy then the School's operations shall be suspended.

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.

If the Sponsor suspends the operation of the School pursuant to R.C. 3314.072, 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 30 of the school year immediately following the school year in which the operation of school was suspended.

11.10 **Termination of the Contract.** The Sponsor may choose to terminate this Contract 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, which may include termination criteria established by the Sponsor in its Sponsor Termination Policy. 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.

By January 15 of the year in which the Sponsor intends to terminate 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 after the informal hearing, the Sponsor shall issue a written decision either affirming or rescinding the decision to terminate this Contract.

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 the Sponsor affirms its decision to terminate this Contract, the effective date of the termination specified in the notice.

If the Contract is terminated for failure to meet student performance requirements stated in the contract or for failure to meet generally accepted standards of fiscal management, the School must close permanently at the end of the then-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, any notice of closure or suspension from any governmental or administrative agency, or upon a vote of closure by the School, the School must submit to Sponsor a good faith deposit of fifteen thousand dollars (\$15,000), or less at the option of the Sponsor, 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, 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 fails to perform some or all of its responsibilities upon cessation of operations for any reason. The good faith deposit will be returned to the School or sent to the appropriate creditor without interest, if not used for these purposes by the Sponsor. See also Sponsor's Supplemental Closing Procedures in **Attachment 3.4**.
- 11.12 **Failure to Open/Permanent Closure.** If the School fails to open before September 30th of any year (unless the School is a Drop-out Prevention and Recovery school) or within one (1) year after the initial 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 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, 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. Notwithstanding the above, the Sponsor may, at its discretion and in particular for non-emergency situations, extend any deadline stated in this Contract.
- 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 its terms 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 notice 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, at the last-known business address of the Sponsor; in the case of the Governing Authority, the Chief Administrative Officer, a member of the Governing Authority, or the Governing Authority's attorney, at the last known business or home address of the School, its administrator, Governing Authority member, or Governing Authority's attorney.

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 ODE.

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 no changes or modifications to this Contract shall be valid and binding unless signed by both the Sponsor and the Governing Authority and attached to this Contract. Notifications required by this Contract shall not be considered changes or modifications of this Contract.

The Sponsor has an obligation to update this Contract periodically due to changes in statutes, case law, rules or procedures, Ohio's accountability system, Sponsor Performance Review requirements, or governmental mandates, and the School agrees to modify the Contract at any time for those reasons.

11.19 **Attachments.** All Attachments to this Contract are attached hereto and incorporated by reference into the Contract, as an integral part of this Contract.

[SIGNATURE PAGE TO FOLLOW]

7. Attachment 11.6 shall be replaced in its entirety with the attached.

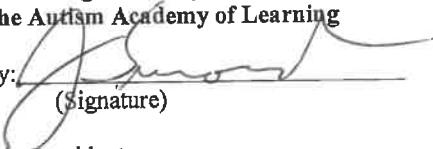
ALL OTHER SECTIONS, SUBSECTIONS, TERMS, OR PROVISIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND IN EFFECT UNLESS OTHERWISE SPECIFICALLY MODIFIED HEREIN.

Educational Service Center of
Lake Erie West

By: 
(Signature)

Its: Superintendent

Governing Authority of
The Autism Academy of Learning

By: 
(Signature)

Its: President

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

Date: 6-19-2019

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

Date: 11-15-18

ATTACHMENT 1.4 GOVERNANCE PLAN

1. Certificate of Incorporation
2. Articles of Incorporation
3. Appointment of Statutory Agent
4. Code of Regulations
5. Employer ID Number
6. IRS Determination Letter (if any)
7. Mission Statement
8. Organizational Chart of the School

NOTE: The Code of Regulations must include the process by which members of the Governing Authority are selected or removed.

Any changes in any of these documents must be reported in writing to the Sponsor within five (5) business days of the effective date of the change, along with updated copies in the document management system.



Entity#: 1245118
Filing Type: CORPORATION FOR NON-PROFIT
Original Filing Date: 08/08/2001
Location: MAUMEE-
Business Name: THE AUTISM ACADEMY OF LEARNING

Status: Active
Exp. Date: 03/20/2022

Agent/Registrant Information

E&S REGISTERED AGENT, LLC
100 EAST BROAD ST., SUITE 2100
COLUMBUS OH 43215
03/20/2017
Active

Incorporator Information

SHARON L. SCAMARDO
CAROL HOLMES
ROBIN TAYLOR

Filings

Filing Type	Date of Filing
DOMESTIC ARTICLES/NON-PROFIT	08/08/2001
LETTER/RENEWAL NOTICE MAILED	04/10/2006
CANCELED/FAILURE TO FILE/STATEMENT CONT. EXISTENCE	08/10/2006
DOMESTIC/REINSTATEMENT	09/10/2007
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	05/01/2012



Tue Jun 25 2019

LETTER/RENEWAL NOTICE MAILED	12/30/2016
DOMESTIC/AGENT RESIGNATION	02/20/2017
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	03/20/2017

**UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE**

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 25th of June, A.D. 2019

Ohio Secretary of State

A red ink signature of Frank LaRose, written in a cursive style.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
08/09/2001	200122100234	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	100.00	.00	.00	.00

Receipt

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

THE AUTISM ACADEMY OF LEARNING
ATTN S WENDEL
1546 DARTFORD
MAUMEE, OH 43537

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1245118

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

THE AUTISM ACADEMY OF LEARNING

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

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

200122100234



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 August, A.D.
2001.

J. Kenneth Blackwell

Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the **Filing Reference Guide** (using the 3 digit form # located at the bottom of this form). To obtain the Filing Reference Guide or for assistance, please call Customer Service:

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite is an additional fee of \$100.00
 Expedite

ARTICLES OF INCORPORATION

(Under Chapter 1702 of the Ohio Revised Code)

Non-Profit Corporation

APPROVED
By JPM
Date 8/8/01
Amt. 250.00

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:
The Autism Academy of Learning

SECOND. The place in Ohio where its principal office is to be located is
City of Maumee, Lucas County, Ohio

THIRD. The purpose(s) for which this corporation is formed is :

A.) To engage in any lawful act or activity for which corporations may be formed under Ohio law, Sections 1702.01 et seq of Revised Code inclusive.

B.) To establish and operate a public community school which will serve children with Autism ages 5 through 18.

C.) The organization is organized exclusively for charitable, religious, educational and/or scientific purposes under 501(c)(3) of the Internal Revenue Code.

D.) No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to make payments and distributions in the furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any activities not permitted to be carried on (A) by an organization exempt from Federal income tax under section 501(c)(3) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future Federal tax code.

E.) Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose.

RECEIVED
SECRETARY OF STATE

2001 AUG -8 PM 1:04

J. Kenneth Blackwell
Secretary of State

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. (OPTIONAL)

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

Sharon L Scamardo
(trustee and/or director)

6890 County Road 1-1
(street address)

Swanton
(city)

OHIO 43558
(state) (zip code)

Carol S. Holmes
(trustee and/or director)

1808 Marlow Rd.
(street address)

Toledo
(city)

OHIO 43613
(state) (zip code)

Robin Taylor
(trustee and/or director)

803 Palmwood St
(street address)

Delta
(city)

OH 43515
(state) (zip code)

(trustee and/or director)

(street address)

(city)

(state) (zip code)

NOTE: P.O. Box addresses are not acceptable

IN WITNESS WHEREOF, we have hereunto subscribed our names on _____ (date)

Please check box if additional provision are attached .

Provisions attached hereto are incorporated herein and made a part of these articles of incorporation.

Signature: Sharon L. Scamardo, Incorporator
Name: Sharon L. Scamardo

Signature: Carol Holmes, Incorporator
Name: Carol Holmes

Signature: Robin Taylor, Incorporator
Name: Robin Taylor



J. Kenneth Blackwell

Prescribed by:
J. Kenneth Blackwell
Secretary of State
30 East Broad St. LL
Columbus, Ohio 43266-0418

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of

The Autism Academy of Learning
(name of corporation)

hereby appoint Sharon Scamardo 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:

6890 County Road 1-1
(street address)
Swanton, Ohio 43558
(city) (zip code)

Note: P.O. Box addresses are not acceptable

Signature: Carol Holmes
Name: Carol S. Holmes
Signature: Sharon Scamardo
Name: Sharon Scamardo
Signature: Robin Taylor
Name: Robin Taylor

ACCEPTANCE OF APPOINTMENT

The undersigned, Sharon L. Scamardo, named herein as the statutory agent for The Autism Academy of Learning, hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Signature: Sharon Scamardo
Statutory Agent



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
08/08/2001	200122100234	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	100.00	.00	.00	.00

Receipt

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

THE AUTISM ACADEMY OF LEARNING
 ATTN S WENDEL
 1548 DARTFORD
 MAUMEE, OH 43537

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1245118

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
THE AUTISM ACADEMY OF LEARNING
 and, that said business records show the filing and recording of:

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
200122100234



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 August, A.D.
 2001.

Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the Filing Reference Guide (using the 3 digit form # located at the bottom of this form). To obtain the Filing Reference Guide or for assistance, please call Customer Service:
Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite is an additional fee

of \$100.00

Expedite

ARTICLES OF INCORPORATION

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

APPROVED
By JMM
Date 8/8/01
Amt. 250.00

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:
The Autism Academy of Learning

SECOND. The place in Ohio where its principal office is to be located is
City of Maumee, Lucas County, Ohio

THIRD. The purpose(s) for which this corporation is formed is :

- a.) ~~To engage in any lawful act or activity for which corporations may be formed under Ohio law, Sections 1702.01 et seq of Revised Code inclusive.~~
- b.) ~~To establish and operate a public community school which will serve children with Autism ages 5 Through 18.~~
- c.) ~~The organization is organized exclusively for charitable, religious, educational and/or scientific purposes under 501(c)(3) of the Internal Revenue Code.~~
- d.) ~~No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to make payments and distributions in the furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not engage in any activities not permitted to the covered in (a) by an organization exempt from Federal income tax under section 501(c)(3) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future Federal Tax Code.~~
- e.) ~~Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose,~~

RECEIVED
SECRETARY OF STATE

2001 AUG -8 PM 1:04

J. Kenneth Blackwell
Secretary of State

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. (OPTIONAL)

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

Sharon L Scamardo
(trustee and/or director)

6890 County Road 1-1
(street address)

Swanton
(city)

OHIO 43558
(state) (zip code)

Carol S Holmes
(trustee and/or director)

1808 Marlow Rd.
(street address)

Toledo
(city)

OHIO 43613
(state) (zip code)

Robin Taylor
(trustee and/or director)

803 Palmwood St
(street address)

Delta
(city)

OH 43575
(state) (zip code)

(trustee and/or director)

(street address)

(city)

(state) (zip code)

NOTE: P.O. Box addresses are not acceptable

IN WITNESS WHEREOF, we have hereunto subscribed our names on _____
(date)

Please check box if additional provision are attached.

Provisions attached hereto are incorporated herein and made a part of these articles of incorporation.

Signature: Sharon L Scamardo, Incorporator
Name: Sharon L Scamardo

Signature: Carol Holmes, Incorporator
Name: Carol Holmes

Signature: Robin Taylor, Incorporator
Name: Robin Taylor



J. Kenneth Blackwell

Prescribed by:
J. Kenneth Blackwell
Secretary of State
30 East Broad St. LL
Columbus, Ohio 43266-0418

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of

The Autism Academy of Learning
(name of corporation)

hereby appoint Sharon Scamardo 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:

6890 County Road 1-1
(street address)

Swanton
(city)

Ohio

43598
(zip code)

Note: P.O. Box addresses are not acceptable

Signature: Carol S. Holmes
Name: Carol S. Holmes

Signature: Sharon Scamardo
Name: Sharon Scamardo

Signature: Robin Taylor
Name: Robin Taylor

ACCEPTANCE OF APPOINTMENT

The undersigned, Sharon L. Scamardo, named herein as the statutory agent for The Autism Academy of Learning, hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Signature: Sharon L. Scamardo
Statutory Agent



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/20/2017	201707901872	SUBSEQUENT AGENT APPOINTMENT (AGS)	25.00				0

Receipt

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

**EASTMAN & SMITH LTD
100 E. BROAD ST
SUITE 2100
COLUMBUS, OH, 43215**

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

1245118

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

THE AUTISM ACADEMY OF LEARNING

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

Document(s)

SUBSEQUENT AGENT APPOINTMENT

Effective Date: 03/20/2017

Document No(s):

201707901872



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 20th day of March, A.D. 2017.

Jon Husted
Ohio Secretary of State



Form 521 Prescribed by:
JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Date Electronically Filed: 3/20/2017

Statutory Agent Update Filing Fee: \$25

(CHECK ONLY ONE(1) BOX)

(1) Subsequent Appointment of Agent

Corp (165-AGS)

LP (165-AGS)

LLC (171-LSA)

Business Trust (171-LSA)

Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

Corp (145-AGA)

LP (145-AGA)

LLC (144-LAD)

Business Trust (144-LAD)

Real Estate Investment Trust (144-LAD)

(3) Resignation of Agent

Corp (155-AGR)

LP (155-AGR)

LLC (153-LAG)

Partnership (153-LAG)

Business Trust (153-LAG)

Real Estate Investment Trust (153-LAG)

Name of Entity

Charter, License or Registration No.

Name of Current Agent

Complete the information in this section if box (1) is checked

Name and Address of New Agent

Name of Agent

Mailing Address

City State ZIP Code

Complete the information in this section if box (1) is checked and business is an Ohio entity

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, , named herein as the
 Name of Agent

statutory agent for , hereby acknowledges
 Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature:

Individual Agent's Signature/Signature on behalf of Business Serving as Agent

Complete the information in this section if box (2) is checked

New Address of Agent

Mailing Address

City State ZIP Code

Complete the information in this section if box (3) is checked

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

Mailing Address

City State Zip Code

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required
Agent update must be signed by an authorized representative (see instructions for specific information).

JAMES SWORDEN

Authorized Representative

By (if applicable)

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

Print Name

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Authorized Representative

By (if applicable)

Print Name



Entity#: 1245118
Filing Type: CORPORATION FOR NON-PROFIT
Original Filing Date: 08/08/2001
Location: MAUMEE-
Business Name: THE AUTISM ACADEMY OF LEARNING

Status: Active
Exp. Date: 03/20/2022

Agent/Registrant Information

E&S REGISTERED AGENT, LLC
100 EAST BROAD ST., SUITE 2100
COLUMBUS OH 43215
03/20/2017
Active

Incorporator Information

SHARON L. SCAMARDO
CAROL HOLMES
ROBIN TAYLOR

Filings

Filing Type	Date of Filing	Document ID
DOMESTIC ARTICLES/NON-PROFIT	08/08/2001	200122100234
LETTER/RENEWAL NOTICE MAILED	04/10/2006	200610016452
CANCELED/FAILURE TO FILE/STATEMENT CONT. EXISTENCE	08/10/2006	200622256470
DOMESTIC/REINSTATEMENT	09/10/2007	200725302534
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	05/01/2012	201212401215



Fri Apr 05 2019

LETTER/RENEWAL NOTICE MAILED	12/30/2016	201636500164
DOMESTIC/AGENT RESIGNATION	02/20/2017	201705102810
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	03/20/2017	201707901872

**UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE**

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 5th of April, A.D. 2019

Ohio Secretary of State

Handwritten signature of Frank LaRose in cursive.

Bylaws

Article I. Name and Purpose

Section 1.1 Name

The name of this Corporation shall be The Autism Academy of Learning, Inc., herein referred to as the "AAL".

Section 1.2 Purpose

AAL is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended or the corresponding provision of any future United States Internal Revenue law to operate as a community school in the State of Ohio. More specifically for educational purposes of children ages 5 through 22 with a diagnosis of Autism Spectrum Disorder.

Article II. Board of Directors

Section 2.1 Number. The Board shall consist of no more than 8 Directors and no fewer than 5, all of whom shall be volunteers. A minimum of two Directors shall be parents of children with a diagnosis of autism. Efforts shall be made to have at least one Director who has a child enrolled at the AAL.

Section 2.2. Term. Each Director shall serve a three-year term, and officers shall serve a one-year term, but are eligible for re-election. No Director shall serve more than three concurrent terms in any one office unless an extension is approved through a unanimous vote of the Board.

Section 2.3 Qualifications and Role of Directors. Once the Corporation becomes a public school, the Directors, in their capacity as Directors, shall be the Governing Authority of a public Ohio community school. The Directors shall have a strong interest in the welfare of the Corporation and in education and the Mission, Vision and Core Values of the AAL. Each Director should be willing and able to attend all meetings, both regular and special, and also be willing to accept special assignments and serve on committees. A Director must be over 18 years of age, and his or her election must not violate any laws, rules, regulations, or ordinances.

In performing the duties of a Director, a Director may rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) One or more officers or employees of the non-profit corporation whom the Director believes to be reliable and competent in the matters presented.

- (b) Legal Counsel, independent accounts or other matters that the Director believes to be within such person's professional or expert competence.

- (c) A committee of the Board upon which the Director does not serve as to matters within its designated authority, provided the Director believes that the committee merits confidence

and the Director acts in good faith, and without knowledge that would cause such reliance to be unwarranted.

The Board and its individual Director receive no compensation other than reimbursement of reasonable expenses.

Section 2.4: Election of Directors

Elections of new Directors, and re-election of current Directors, will be determined by a majority vote of the current Directors..

When a vacancy on the Board exists, prospective Directors may be nominated by any Director after that individual has submitted a written biography to the President at least one week in advance of a Board meeting, and has attended at least one board meeting of the AAL prior to his/her election.

Section 2.5. Regular Meetings. Regular meetings of the Board of Directors will be held monthly at a date, time and place to be determined by the Board. Regular meetings will be posted 48 hours in advance for public notice in The Blade and are open to all individuals.

Section 2.6. Special Meetings. Special meetings of the Board of Directors for any specified purpose(s), may be called at any time by the President or at the request of three voting Members of the Board if the President is absent. Special meetings of the Board may be held after 24 hours notice is given to all voting Members and the public. The Board shall 1) post the time, place, and purpose of the special meeting on site; 2) post the time, place, and purpose of the special meeting on the school's website; and 3) send notification of the time, place and purpose of the special meeting to the news media that have requested notification.

Section 2.7. Emergency Meetings. An emergency meeting may be called because of circumstances that, in the judgment of the Board President, require immediate consideration by the Board. Under such circumstances, the cause must be clearly identified, notification must be given, and the 48 hour meeting notice may be waived. The Board will immediately notify the news media that have requested notification of the time, place, and purpose of the meeting, and post the time, place, and purpose of the emergency meeting on site as soon as possible.

Section 2.8. Annual Meetings. The Annual Meeting shall be held in the month of October at a date, time and place to be determined by the Board and posted 48 hours in advance for public notice. The agenda for the Annual Meeting will include elections, approval of new Board Members as needed, approval of the Annual Report, approval of the 5-Year Forecast, and will review of the operational condition of the school. Bylaws will be reviewed by the Board at the annual meeting.

Section 2.9 Quorum and Voting. The presence at any meeting of a majority of the Board of Directors shall be required to constitute a quorum for the transaction of business, entertaining of motions or voting. Except as otherwise provided by law, the Corporation's Articles of Incorporation, or these By Laws, a vote of a simple majority of the Directors present at a meeting at which a quorum is present shall be required to effectuate action on all matters within the powers of the Board of Directors. So long as the Corporation is governing a public school, the Directors must be physical present at a meeting in order to be counted as part of the quorum and to vote. All motions shall require a majority vote, except

as required by statute, these By Laws, or any policy. Upon the demand of any Director, the vote shall be recorded by roll call.

Section 2.10 Committees of Directors. The Board of Directors may create committees as the Directors may determine. Standing committees of the Board include, but are not limited to: Executive, Audit, Policies and Procedures, Fundraising and Parent Teacher Organization (PTO). Ad hoc committees may be formed as needed. The PTO will operate for the purpose of fundraising, and parent/guardian involvement. The Board of Directors will approve the activities of the PTO and appoint the PTO President. Notwithstanding anything to the contrary in this Section, so long as the Corporation governs a public school, no committee nor any group of Directors, shall meet in a prearranged manner to discuss school business, without proper notice of the public of a regular, special meeting, or committee meeting, and only the actions of the Board of Directors shall be final, valid, and binding.

Section 2.11 Removal of Directors. The Board may remove any Director who (1) has three unexcused absences in a year; (2) has absences (excused or unexcused) in excess of 4 regular monthly business meetings in a period of one year that are not due to a board -approved leave of absence; (3) has been convicted of a felony; (4) has been declared of unsound mind by a final court order; or (5) for other reasons by a three-fourths vote of the remaining Members.

Section 2.12 Resignations. Resignation from the Board must be in writing to the President, and resignation is effective upon the effective resignation date.

Section 2.13. Powers of the Board. The Board is authorized, constituted and governed by Chapter 3314 of the Revised Code of the State of Ohio and by Chapter 1702 of the Revised Code of the State of Ohio. The Board may ensure the performance of any act or function that is in compliance with the Ohio Constitution, R.C. Chapter 3314 or Chapter 1702, other statutes applicable to Ohio Community Schools and the Contract entered into with the School's Sponsor ("Charter Contract."). These powers include, but are not limited to: electing and removing Members; selecting and removing the Principal; entering into and approving all contracts, leases, loans, capital investments and other agreements appropriate to the interests of the AAL in excess of items of \$500 annually; providing direction upon presentation of concerns from or about the Principal or the operations of the school; monitoring compliance with the Charter Contract; and creating, amending, and approving policies and procedures. The Board will have the sole authority to create, amend, and approve policies and procedures. The Bylaws / Policy Manual is the official document of the AAL. Any other documents produced by the administration of the school for the purpose of staff or student orientation (Staff handbook/ Student handbook) must be approved by the Board, and will be consistent with the Mission, Vision and Core Values of the school and the Bylaws/Policy Manual of the school. Proposed policies or policy amendments must be presented to all Board Members for review via the Board President one week prior to the next Board meeting. After policies or amendments are adopted, copies of such shall be made available to all staff and placed in all policy manuals in AAL within 5 working days of adoption.

Every Director is charged with maintaining confidentiality regarding Board discussions or deliberations which are required to be kept confidential by law.. Directors who violate such confidentiality may be removed from the Board.

2.14 Power of Attorney. As long as the Corporation is governing a public school, power of attorney will be granted to the school's sponsor to replace the Governing Authority should it become necessary for

cause or for breach of contract. This power of attorney exists to protect the school from extreme circumstances, such as if the Board is at a deadlock and comes to a standstill, if the Board abandons the school, or if the Board has broken the law. The sponsor will have the power to appoint (non-Sponsor related) Directors, and/or dismiss any Directors, if the Sponsor deems necessary in the above mentioned cases.

Article III. Officers

Section 3.1 Title, Term and Election

There shall be three executive officers of the Board of Directors consisting of a President, Vice-President, and Secretary. Officers shall be chosen from the Board by majority agreement. Terms begin upon election and will last one year with eligibility for re-election. No board Director shall serve more than three concurrent terms in any one office unless an extension is approved through a unanimous vote of the Board.

Section 3.2 President. The President shall convene regularly scheduled Board meetings, and shall preside at regular and special meetings of the Board. The President shall be the principal representative or spokesperson for the Board, and have other such powers and perform such other duties as the Board may prescribe. The President shall send the minutes provided by the Board Secretary, the agenda, financial reports, committee reports and other agenda support materials to all Board Directors at least seven days before the regular monthly business meeting. The President shall be responsible for Lucas County Educational Service Center receiving all Board minutes and attachments after they are approved, and keeping a copy of the minutes on the premises of the school.

Section 3.3 Vice President. The Vice-President, at the request of the President or in the event of the absence or disability of the President, shall perform any and all duties of the President, and shall have other such duties as the Board of Directors may from time to time determine.

Section 3.4. The Secretary. The Secretary shall be responsible for keeping records of Board actions, including overseeing the taking of minutes at all Board meetings, sending out meeting notices, and distributing the minutes to the Board President.

The Secretary shall also be responsible for keeping a record, containing the names of all persons who are Directors and shall in general perform all duties that are incident to the office of Secretary, and perform other such duties as the Board of Directors may from time to time determine. The Secretary shall notify the Board of any Director who has 3 unexcused absences in a one-year period.

Section 3.5 Fiscal Officer. The Board shall also designate a fiscal officer of the Corporation. The Board may require a bond in any amount, at its discretion or as directed by law, and the cost of the bond or bonds shall be paid for by the Corporation. As long as the Corporation is governing a public school, the fiscal officer shall be licensed as required pursuant to Ohio Revised Code 3301.074.

Section 3.6 Rules of Order

All meetings shall be conducted in accordance with Robert's Rules of Order, latest edition..

Article IV. Finance

Section 4.1 Fiscal Year

The fiscal year of AAL shall be July 1 – June 30th

Section 4.2 Contracts

All contracts must have Board approval.

Section 4.3 Income

Any revenue, contributions, grants, bequests or gifts made to the AAL shall be accepted or collected only as authorized by the Board of Directors.

Section 4.4 Funds Deposit

All funds of the AAL shall be deposited to the credit of the AAL under such conditions and in such banks or depositories as shall be designated by the fiscal agent.

Section 4.5 Expenses

All contracts, checks and orders for the payment, receipt or deposit of money, and access to assets of the AAL shall be provided by the Board of Directors.

Section 4.6 Financial Reporting

A summary report of the financial operations of the AAL shall be made monthly to the Board of Directors.

Section 4.7 Disposal of Assets

The AAL may not sell, lease, transfer, or dispose of all or substantially all of its property and assets, including its good will, unless in the usual and regular course of its activities, without the approval of a majority of the Directors.

Article IV. Conflict of Interest

To the greatest extent allowed by Ohio law, and, while operating as a public school, specifically subject to the limitations and restrictions imposed on public officers, any contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any entity of which one or more of this Corporation's Directors are interested, whether such Director is a member of the Board or not, shall be valid for all purposes, notwithstanding the presence of such Director at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to such contract or transaction, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors nevertheless authorizes, approves, or ratifies such contract or transaction by a vote of a majority of the Directors present. This interested Director may be counted in determining whether a quorum is present, but may not be counted in voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory laws applicable thereto.

Article V. Dissolution

Upon the dissolution of the Corporation and the payment of all debts, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

Article VI. Indemnification

Section 1. Indemnification of Directors, and Officers Generally. This Corporation may defend and indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed civil, criminal, administrative or investigative action, suit or proceeding, of whatever nature other than an action or in the right of this Corporation, by reason of the fact that he/she is or was a Director or Officer of this Corporation against expenses, including attorney's fees and expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of this Corporation, and, with respect to any criminal action or proceeding, if he/she had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the person did not act in good faith and in a manner he/she believed to be in or not opposed to the best interests of this Corporation, and, with respect to any criminal action or proceeding, a presumption that the person had reasonable cause to believe that his/her conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation may defend and indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor, by reason of the fact that the person is or was a Director or Officer against expenses, including attorney's fees, actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any of the following:

(a) Any claim, issue, or matter as to which the person is adjudged to be liable for negligence or misconduct in the performance of the person's duty to the Corporation unless, and only to the extent that, the court of common pleas or the court in which the action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to defense and indemnity for such expenses as the court of common pleas or such other court considers proper;

(b) Any action or suit in which liability is asserted against a Director and that liability is asserted only pursuant to section 1702.55 of the Revised Code.

Section 3. Indemnification Where Party Prevails on Merits. To the extent that a Director or Officer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections (1) or (2) of this Article V, or in defense of any claim, issue, or matter in such an action, suit, or proceeding, the person shall be indemnified against expenses, including attorney's fees, actually and reasonably incurred by the person in connection with that action, suit, or proceeding.

Section 4. Prerequisites to Indemnification. Unless ordered by a court and subject to Section 3 of this Article V, any indemnification under Article V shall be made only in the specific case, upon a determination that the indemnification is proper in the circumstances because the person to be indemnified has met the standard of conduct set forth in Article V. Such determination shall be made in any one of the following manners:

- (a) By majority vote of a quorum of the Directors who were not and are not parties to or threatened with the action, suit, or proceeding referred to in Article V;
- (b) If a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney or a firm having associated with it an attorney who has been retained by or who has performed services for the Corporation or any person to be indemnified within the past five (5) years;
- (c) By the court in which the action, suit or proceeding referred to in Article V is brought.

If an action or suit by or in the right of the Corporation is involved, any determination made by the disinterested directors under Section 4(a) of this Article or by independent legal counsel under Section 4(b) of this Article shall be communicated promptly to the person who threatened or brought the action or suit under Section 2 of this Article, and, within ten days after receipt of that notification, the person shall have the right to petition the court of common pleas or the court in which the action or suit was brought to review the reasonableness of that determination.

Section 5. Miscellaneous. The foregoing right of defense and indemnification shall not be deemed exclusive of other rights of indemnification to which any Director or Officer may be entitled, in any capacity, as a matter of law or under any regulation, agreement, vote of Directors, or otherwise; both as to action in their official capacities and as to action in another capacity while holding their offices or positions, and shall continue as to a person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs, executors, and administrators of that person. A right to defense and indemnification arising under a provision of this Code or Regulations shall not be eliminated or impaired by an amendment to that provision after the occurrence of the act or omission that becomes the subject of the civil, criminal, administrative, or investigative action, suit, or proceeding for which the

indemnification or advancement of expenses is sought. As authorized by the Board of Directors, the Corporation may purchase and maintain insurance against liability on behalf of any such person.

Article VII. Amendments

These bylaws may be amended at any regular or special meeting of the Board by a majority vote of the Board of Directors, provided that at least 5 Board Directors are serving at the time of the proposed amendment and that previous notice of the amendment is submitted to the Secretary to be sent out with regular Board announcements.

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

DEPARTMENT OF THE TREASURY

Date: **MAY 21 2002**

THE AUTISM ACADEMY OF LEARNING
C/O 1548 DARTFORD RD
MAUMEE, OH 43537

Employer Identification Number:
34-1961680
DLN:
17053317015011
Contact Person:
JON M WADDELL , ID# 31375 :
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Addendum Applies:
Yes

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

Letter 947 (DO/CG)

THE AUTISM ACADEMY OF LEARNING

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 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.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

Letter 947 (DO/CG)

THE AUTISM ACADEMY OF LEARNING

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. 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.

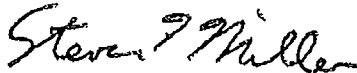
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal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

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.

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

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations

Addendum

THE AUTISM ACADEMY OF LEARNING

You are not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you are operating under a contract with the local government. If your method of operation changes to the extent that your charter is terminated, cancelled, or not renewed, you should notify us. You will also be required to comply with Rev. Proc. 75-50.

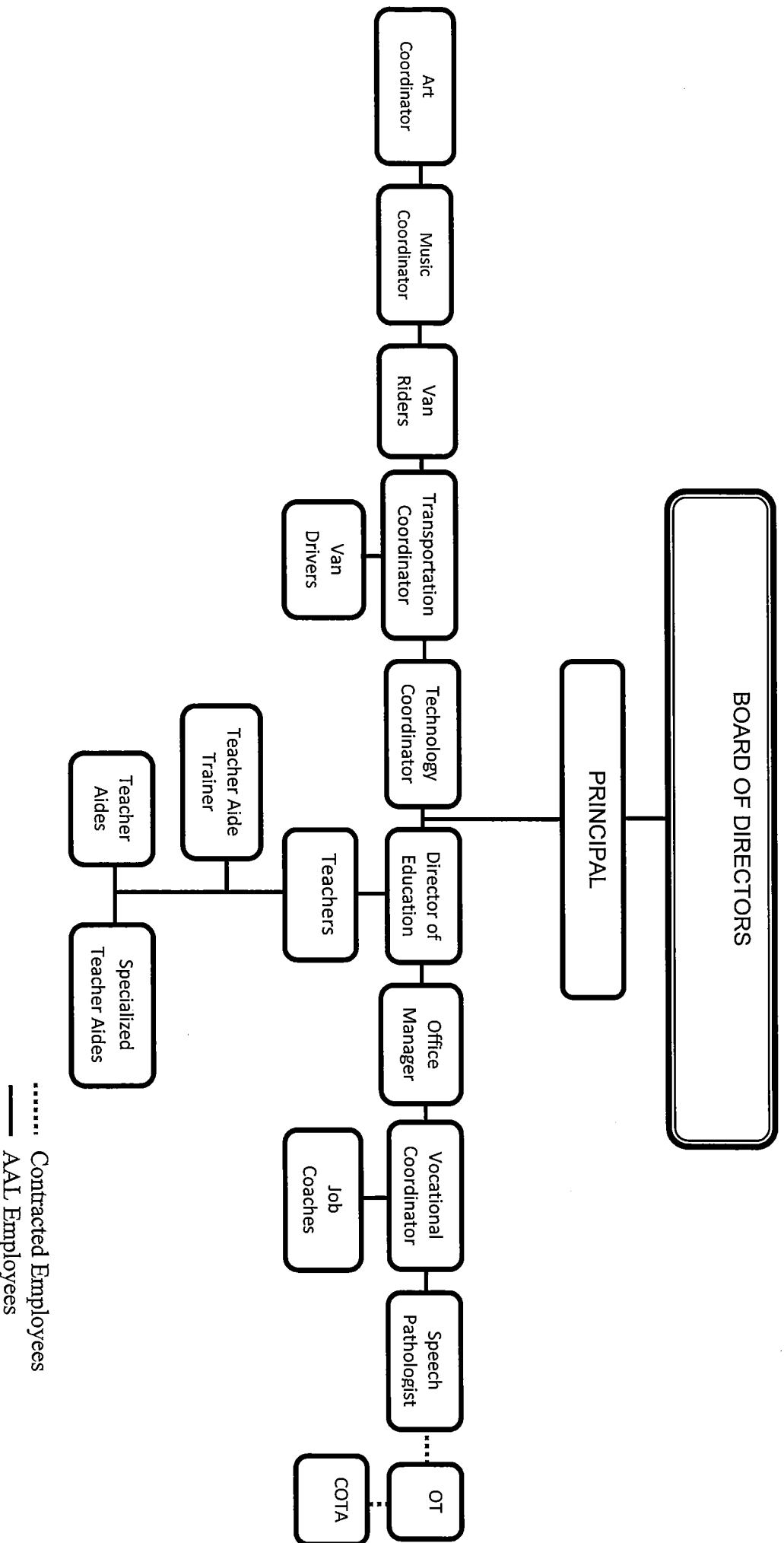
Mission Statement

The Autism Academy of Learning is a year-round, public school with programming designed around the needs of students with autism spectrum disorder.

Vision Statement

The Autism Academy of Learning is structured to provide every student with autism spectrum disorder an appropriate foundation in the areas of academics, behavior, daily living skills, vocational skills and independence. Our goal is to promote a higher quality of life, and the realization of the full intellectual and social development of students with autism spectrum disorder.

Organizational Chart



ATTACHMENT 2.1
GOVERNING AUTHORITY MEMBERS

1. Governing Authority Member Names and Email Addresses used for School Business

NOTE: All Governing Authority members must be pre-approved by Sponsor. The Sponsor shall be promptly notified in writing of any changes in members, including names of resignations and changes to contact information, within five (5) business days of such change.

**Autism Academy of Learning
Board Roster**

James Sworden – President

jworden@icloud.com

Board Term expires 2020

Sommer Clayborne--Secretary

sclayborne@partnerstoledo.org

Board Term expires 2020

Scott Bylow—Vice President

sbylow@otsegoknights.org

Board Term expires 2020

Robert Schwartz

bob.lawren@bex.net

Board Term expires 2019

Eric Yacks

e_yacks@yahoo.com

Board Term expires 2021

Tracy Adams

tadams@sunshine.org

Board Term expires 2021

Revised April 1st, 2019

ATTACHMENT 3.2 MANAGEMENT BY THIRD PARTY OPERATOR

1. Copy of Fully Executed Operator Contract

NOTE: Check here [] if the School is not currently managed by a third party. If the School decides to engage an operator in the future, this will require a contract modification.

Under R.C. 3314.032(A), new or renewed operator contracts entered into on or after February 1, 2016 must include the following:

- Criteria to be used for early termination of the operator contract,
- Required notification procedures and timeline for early termination or non-renewal of the operator contract, and
- A stipulation of which entity owns all community school facilities and property including, but not limited to, equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the governing authority or management company. Any stipulation regarding property ownership must comply with the requirements of R.C. 3314.0210.

ATTACHMENT 3.4 SUSPENSION AND CLOSING PROCEDURES

School Name: _____

Authorizer Name: Educational Service Center of Lake Erie West

Suspension or Closing: _____

Community School: School Suspension and/or School Closing Procedures
Effective Date: July 1, 2010
Updated: April 2018
Certification
The authorizer and school governing authority representative identified below certify that all steps listed above were completed, unless otherwise noted.
Community School Name:
Community School IRN:
Governing Authority Representative Name:
Governing Authority Representative Signature:
Date of GA Representative Signature:
Name of Sponsor:
Sponsor IRN:
Sponsor Representative Name:
Sponsor Representative Signature:
Date of Sponsor Signature:
The School's governing authority and the sponsor execute the Suspension or Closing Assurance Form and maintain it with copies sent to the Office of Community Schools.
Please note: The Certification/signature tab must either include electronic signatures or printed for original signatures. If printed for original signatures, the certification page must be uploaded to Epicenter along with this completed spreadsheet.

Topic	Subtopic	Do	Action	Required Action for Suspension/ Closure	Responsible Party (provide name of responsible party)	Implementation Date (enter date of action)	Qrtly Progress Date	Qrtly Progress Date	Qrtly Progress Date	Qrtly Progress Date	Completion Date	Notes
Initial Notifications	Notification to Ohio Department of Education	Notify the Office of Community Schools that the school is being suspended or closing, nonrenewed under 3314.07(B) or for other cause or the school has taken action to initiate closure within required timelines.	<p>In the case of a sponsor suspending or terminating a school's operation during the school year, the sponsor shall notify the Office of Community Schools that the school is suspended or closing within 24 hours of the action. The sponsor shall submit the community school's board resolution or official sponsor notice, including the date of closing, to the Office of Community Schools via Epicenter.</p> <p>If a sponsor provides notice of nonrenewal to a community school under ORC 3314.07(B), the sponsor shall notify the Office of Community Schools of the action taken within 10 days via Epicenter.</p> <p>If the sponsor provides a notice of nonrenewal to a community school for reasons other than those reasons specified in ORC 3314.07(B), or the school takes action to close, nonrenew or terminate the sponsorship agreement, the sponsor shall notify the Office of Community</p>	Suspension, Closure, Nonrenewal	Sponsor	In the case of mid-year closure or suspension, notify within 24 hours. In the case of nonrenewal under ORC 3314.07(B), notify within 10 days. In all other cases of closure, notify within 10 days of action taken.						
	Student Enrollment/FTE review	Notify the area coordinator's office to schedule the student enrollment/FTE review.	<p>In the case of mid-year suspension or closure, the community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must notify the area coordinator's office to schedule the student enrollment/FTE review. NOTE: If the area coordinator's schedule permits, the FTE review should be completed within seven business days of the area coordinator's notification of the school's closing by the Department. The treasurer/fiscal officer and applicable school staff should familiarize themselves with the current FTE manual.</p> <p>In the case of nonrenewal under RC 3314.07(B), the Office of Community Schools will notify the area coordinator.</p> <p>In the case of closure, nonrenewal or termination for reasons other than those included in 3314.07(B), the sponsor shall request notice of intent</p>	Suspension, Closure, Nonrenewal	School fiscal officer, governing authority or sponsor in absence of governing authority.	In the case of mid-year closure or suspension, notify within seven days.						

Timeline of suspension/closure process	Timeline of process	An estimated timeline of the suspension/closure process that includes all information contained in the suspension/closure procedures.	Provide the Office of Community Schools with a clear and detailed written timeline of the actions and tasks that will take place to ensure the transition of students, staff and the closing of the school's business. The timeline should include deadlines and estimated dates of completion.	Suspension, Closure, Nonrenewal	Governing authority or sponsor in absence of governing authority.	In the case of mid-year suspension or closure, submit notice to the governing authority within 10 days of the suspension or closure. In the case of closure at the end of the school year, an estimated timeline of closure activities shall be submitted to the Office of Community							
Notification to Parents	Notification to parents of community school suspension/closure	The community school governing authority must notify parents of the suspension/closure of the school. Notices, information for requesting or obtaining student records, student report cards, contacts for staff assistance and general questions should be available on the school website.	In the case of mid-year closure or suspension, the community school governing authority, or the sponsor in the absence of the governing authority, must notify parents that the school is suspending/closing through a formal letter from the school governing authority and the sponsor superintendent or CEO within 24 hours of the action. The letter must include, but is not limited to: the reason for the suspension/closing of the school, options for enrolling in other community schools, traditional schools or nonpublic schools and contact information. (a) Create and send joint notification to parents regarding school closure status and provide information regarding upcoming information sessions on school choice options to include local, private and non-chartered/non-taxed schools; (b) Advise families also to consider applying to current school in the event the school appeals and wins the right	Suspension, Closure and Nonrenewal	Governing authority or sponsor in absence of governing authority.	Notification to parents within 24 hours of action in the case of mid-year closure or suspension. Joint notification regarding transition meetings should take place within three days. In the case of nonrenewal under ORC 3314.07(B), schools shall notify parents and staff no later than March 1 and are recommended to proceed with items a-d. Notification to parents in all other cases shall							
	Location of records	Provide each parent with the location that the child's records are being delivered to.	The community school governing authority/school administration, or the sponsor in the absence of the governing authority, provides each parent with the location (resident district) that children's records are being delivered. The notification must include a date by which the district should receive the records. This should be provided in the notification of closure and in the parent meeting. Parents also shall receive contact information for the school's sponsor. Provide notice to parents about delivery records no later than seven days of mid-year suspension or	Suspension, Closure, Nonrenewal	School governing authority, administration and/or sponsor.								

Teachers and Staff	Teacher and staff notification	Notify the teachers and staff that the school is suspended/closing.	In the case of a mid-year suspension or closure, the community school governing authority, school administration or sponsor, in the absence of the governing authority, must notify teachers and staff within 24 hours of action that the community school is suspended or the school is closing. The initial notice shall at least include reasons for suspension/closure, status of appeals or legal action, if applicable. No later than seven days after the initial notice, the governing authority, or sponsor in the absence of the governing authority, shall provide the following written information to staff members: plans to assist students in finding new schools, identify date of last salary check issued, if applicable, how to file for unemployment benefits, when employees' benefits terminate, last day of work, description of any assistance the school will provide to faculty and staff to find new positions, and information on where the closure plan, procedures	Suspension, Closure, Nonrenewal	Community school governing authority, school administration or sponsor in the absence of the treasurer.								
	STRS and SERS	Ensure that STRS and SERS contributions are current.	The community school governing authority's treasurer or fiscal officer shall notify all applicable state pension systems SERS and STRS of suspension or closure and request a final reconciliation. For mid-year closure/suspension within five days of the suspension/closure notice. For	Suspension, Closure, Nonrenewal	School governing authority, administration/treasurer or sponsor in absence of governing authority.								
	COBRA benefits and Medical benefits	Clarify COBRA benefits and when medical benefits end.	In the case of a mid-year suspension or closure, the community school governing authority's treasurer/fiscal officer, in consultation with the sponsor, shall determine when COBRA benefits begin and when medical benefits end. All staff and faculty, regardless of whether or not they are employed by an operator, shall be provided a point of contact to assist employees through the transition. School employees shall be notified when benefits will end, when COBRA benefits begin and contact for assistance no later than eight days after action is taken to initiate mid-year suspension or closure. In the case of nonrenewal under 3314.07(B),	Suspension, Closure, Nonrenewal	Treasurer/fiscal officer or sponsor in the absence of the treasurer.								
	Continued instruction	Notify staff of the obligation to continue instruction through the date of closure.	The community school governing authority, or the sponsor in the absence of the governing authority, must remind faculty members of their obligation to teach up to the date of closing or otherwise determine that the school is properly staffed up to the day of closing within 24 hours of the suspension/closure notice provided to the governing authority. The school administration/governing authority must notify teachers	Suspension, Closure, Nonrenewal	School governing authority, administration/treasurer or sponsor in absence of governing authority.								

	Lists for resident districts and sponsor	Maintain and provide lists of student records and graduated students.	The community school governing authority must provide the resident district and the sponsor with all current lists of student records and graduates. A list of all students (name and SSID) with the student's resident district to which the records are to be delivered must be prepared and maintained for the resident district and sponsor. All records shall be delivered to students' last known	Suspension and Closure	School governing authority, administration/tr easurer or sponsor in absence of governing authority.								
	Student enrollment/FTE review	Have all available IEP, enrollment and attendance records available for the completion of the FTE closure review. Sponsors are recommended to review FTE review requirements with their schools annually and periodically check the condition of records necessary to complete FTE reviews.	The community school governing authority must have all IEP, enrollment and attendance records available for area coordinators completing the student enrollment/FTE review. In the case of mid-year suspension or closure, records should be available for review no later than seven days following notice of suspension or closure. In the case of suspension or closure at the conclusion of the school year, schools	Suspension and Closure	School governing authority, administration/tr easurer or sponsor in absence of governing authority.								
	FTE review	Completion of student enrollment/FTE review	All documentation prepared and provided to area coordinators for final FTE review.	Suspension and Closure	School governing authority, administration/tr easurer or sponsor in	If possible, within seven days of closure or suspension							
	Deliver student records	Deliver the original student records to each student's district of residence within seven business days of the school's closure (ORC Section 3314.44).	The community school governing authority, or the sponsor in the absence of the governing authority, must deliver the student records to each student's district of residence within seven business days of the school's closure (ORC Section 3314.44). Student records include both students enrolled for the current	Suspension and Closure	School governing authority, administration/tr easurer or sponsor in absence of governing authority.	Seven business days following suspension/closure							
	Verification of delivery (Part 1)	Upon delivery, provide a list of the records given to the district representative and obtain the name and signature of the individual receiving the records and the date.	The community school governing authority, or the sponsor in the absence of the governing authority, is responsible for delivering the student records to the district of resident and obtaining verification of delivery by the name and signature of the	Suspension and Closure	School governing authority, administration/tr easurer or sponsor in absence of governing	Upon delivery of records							
	Verification of delivery (Part 2)	Upon delivery, provide a list of the special education records given to the district's special education administrator and obtain the name and signature of the individual receiving the records and the date.	The community school governing authority, or the sponsor in the absence of the governing authority, is responsible for ensuring special education records are provided directly to the staff designated by each receiving school or school district and obtaining the names of any individuals receiving the records, their signatures and the date received. Records should be assembled and	Suspension and Closure	School governing authority, administration/tr easurer or sponsor in absence of governing authority.								
	Verification of delivery (Part 3)	Provide the sponsor with an updated list indicating the delivery information detailed in "Verification (Part 1)."	The community school governing authority must provide the sponsor with updated lists of student records and a delivery verification receipt to include the names of the individuals receiving the records, the signatures	Suspension and Closure	School governing authority, administration/tr easurer or sponsor in absence of								
Financial records review and notifications	Financial record review	Review the financial records of the community school.	The community school governing authority and treasurer/fiscal officer, or sponsor in the absence of the	Suspension and Closure	Administration/tr easurer or sponsor in								

		Notice to debtors	Notify debtors. a) Compile a listing of all debtors. That list may include, but not be limited to, the categories listed above under Creditors; b) Contact all debtors and request payment; c) If collection efforts are unsuccessful, consider turning the debt over to a commercial debt collection agency; and d) All records regarding such collection or disputes by debtors regarding	Suspension and Closure	Administration/tr easurer or sponsor in absence of governing authority.									
		Terminate operator agreements	Terminate EMO/CMO Agreement. Review the management agreement and take steps needed to terminate the agreement at the end of the school year or when the charter contract expires. Actions include: a) The management company should be asked for a final invoice and accounting, including an accounting of any retained school funds and the status of grant funds; b) The school and the management company should agree upon how the company will continue to provide educational services until the last day of		Administration/tr easurer or sponsor in absence of governing authority.									
		Notice to private funders	Notify all funding sources, charitable contributors, grants, etc.		Administration/tr easurer or sponsor in									
Disposition of assets for either state or federal funds: If the governing authority does not retain a treasurer to oversee the remaining financial activity, the sponsor must be prepared to act as or appoint a receiver to oversee the closing of the financial records in the absence of a fiscal officer. The sponsor must ensure a treasurer is contracted to be available to facilitate this process. Keep assets separated by source of funding, state or federal, for purposes of disposition. Federal dollars cannot be used to pay	Asset lists	Establish asset lists.	The community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority must establish check off list of assets including all inventory with proper USAS codes, state codes, and the price of each item and identify the source of funds; in the case of donated items follow the accounting guidance. NOTE: ORC 3314.0210 states when an operator or management company purchases furniture, computers, software, equipment or other personal property for use in the operation of a	Suspension and Closure	Administration/tr easurer or sponsor in absence of governing authority.									

	Prepare documentation for disposition of fixed assets	Prepare documentation for disposition of the school's fixed assets.	The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must prepare accurate documentation for disposition of the school's fixed assets	Closure Only	Administration/treasurer or sponsor in absence of governing authority.								
	Federal fund purchases that are valued at or above \$5,000	For all federal program purchases that have a value of \$5,000 or greater, complete all required actions.	The following are the responsibility of the community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority. Notify the Auditor of State of the school's closing/suspension and schedule a final audit. Review the financial records of the school. Establish lists of assets, including all inventory with proper USAS codes, state codes and the prices of each item and identify the source of funds; in the case of donated items, follow the accounting guidance. Establish the fair market (initial and amortized) value following generally accepted business rules and in a transparent manner. The Uniform Commercial Code offers guidelines for liquidating assets in a commercially reasonable manner for all state-purchased assets and federally purchased assets that have a value of less than \$5,000 (ORC 1309.627). Note: Essentially, the price should be at the current price in any recognized	Closure Only	Administration/treasurer or sponsor in absence of governing authority.	Within seven days following notice of suspension/closure							
Disposition of assets purchased with federal funds If the governing authority does not retain a treasurer to oversee the remaining financial activity, the sponsor must be prepared to act as or appoint a receiver to oversee the closing of the financial records in the absence of a fiscal officer. The sponsor must ensure a treasurer is contracted to be available to facilitate this process. Keep assets separated by source of funding, state or federal, 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. For federal Title and other consolidated and competitive funds, follow the disposition rules under Uniform	Public Charter School Program, if applicable	Disposition of assets purchased using Public Charter School Program grant funding.	The following are the responsibility of the community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority. Public Charter School Program assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the Public Charter School Program. If there are no takers, then an auction sale must be held to dispose of the assets along with the state-funded assets. 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. Provide the Office of Community	Closure Only	Administration/treasurer or sponsor in absence of governing authority.								

<p>Payments to Creditors For suspended schools, ensure that employees' salaries, STRS/SERS and IRS obligations are current. For closing schools, the authorizer should consult with its legal counsel prior to 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, federal and state taxes, Medicare, Workers Compensation and city wage taxes. If applicable, provide documentation of any Workers Compensation claims.</p> <p>Note: The sponsor is obligated to retain the school's financial records and should follow the relevant state and federal records retention schedules. The DAS site for records retention schedules can be found here. The federal records retention schedules can be found here.</p> <p>With two exceptions, noted in this section, utilize only state dollars, auction proceeds, foundation dollars and any other non-federal dollars to pay creditors in the outlined sequential order.</p>	<p>1. Retirement funds of employees of the school, such as 401K, 403b, etc.</p>	<p>1. Retirement funds of employees of the school, such as 401Ks.</p>	<p>The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must utilize only state dollars, auction proceeds, foundation dollars and any other non-federal dollars to pay creditors in the following order: retirement funds of employees of the schools, such as 401Ks; STRS/SERS retirement systems teachers and staff; unemployment insurance, if applicable; and private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs (prepared financials). Any remaining funds are to be paid to the Department of Education for redistribution to the school at the time it ceased operation were entitled to attend school under ORC 3313.64 or 3313.65. The amount distributed to each school district shall be proportional to the district's share of the total enrollment in the community school. If the assets of the school are insufficient to pay all persons or</p>	<p>Suspension and Closure</p>	<p>Administration/tr easurer or sponsor in absence of governing authority.</p>	<p>Ongoing until all business related to closure is completed</p>						
<p>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 ORC.</p>	<p>2. STRS/SERS/retirement systems and other adjustments - see ORC 3314.074</p>	<p>2. STRS/SERS/retirement systems and other adjustments see ORC 3314.074</p>	<p>For suspended schools, ensure that employees' salaries, STRS/SERS and IRS obligations are current. For closing schools, the authorizer should consult with its legal counsel prior to 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, federal and state taxes, Medicare, workers' compensation and city wage taxes. If applicable, provide documentation of any workers' compensation claims. The sponsor is obligated to retain the school's financial records and should</p>	<p>Suspension and Closure</p>	<p>Administration/tr easurer or sponsor in absence of governing authority.</p>	<p>Ongoing until all business related to closure is completed</p>						
	<p>3. Teachers and staff</p>	<p>3. Teachers and staff salaries</p>	<p>Exception: Federal dollars can be used to pay the teacher costs and STRS/SERS/retirement costs for any employees who were paid from</p>	<p>Suspension and Closure</p>	<p>Administration/tr easurer or sponsor in absence of</p>							
	<p>4. Private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs (prepared financials)</p>	<p>4. Private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs (prepared financials).</p>	<p>Exception: 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. Please refer to Section 2-5 of the Auditor of State's Ohio Compliance Supplement, which can be found here : www.ohioauditor.gov/references/compliancemanuals/2018/Chapter2_2018.pdf.</p>	<p>Suspension and Closure</p>	<p>Administration/tr easurer or sponsor in absence of governing authority.</p>							

	5. Ohio Department of Education	5. Any remaining funds shall be paid to the Department of Education for redistribution to the school districts in which the students who were enrolled in the school at the time it ceased operation were entitled to attend school under ORC section 3313.64 or 3313.65. The amount distributed to each school district shall be proportional to the district's share of the total enrollment in the community school.	Exception: Teachers, administrators and other staff working for a conversion community school through a contract with the sponsoring district should be treated as employees under ORC Section 3314.074		Administration/tr easurer or sponsor in absence of governing authority.								
Preparation of Itemized Financials The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must review and prepare itemized financials listed in this section.	Year-end financial statements	Year-end financial statements, notes to the financial statements and, if applicable, schedule of federal awards.	The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must review and prepare the itemized financials (subject to revision based on Auditor of State's final audit) to include: year-end financial statements, notes to the	Suspension and Closure	Administration/tr easurer or sponsor in absence of governing authority.	Within 30 days following close of school							
	Cash analysis	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.	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		Administration/tr easurer or sponsor in absence of governing authority.								
	List of investments	List of investments in paper (hard copy) format.	List of investments in paper (hard copy) format.		Administration/tr easurer or sponsor in								
	List of payables	List of all payables and indicate when a check to pay the liability clears the bank. (Be sure to check list of creditors above.)	List of all payables and indicate when a check to pay the liability clears the bank		Administration/tr easurer or sponsor in absence of governing								
	List of unused checks	List of all unused checks (collect and void all unused checks).	List of all unused checks (collect and void all unused checks).		Administration/tr easurer or sponsor in								
	List of petty cash	List of any petty cash.	List of any petty cash.		Administration/tr easurer or sponsor in								
	List of bank accounts	List of bank accounts, closing the accounts once all transactions are cleared.	List of bank accounts, closing the accounts once all transactions are cleared.		Administration/tr easurer or sponsor in								
	List of payroll reports	List of all payroll reports including taxes, retirement or adjustments on employee contract.	List of all payroll reports including taxes, retirement or adjustments on employee contract.		Administration/tr easurer or sponsor in absence of								
	List of accounts receivable	List of all accounts receivable.	List of all accounts receivable.		Administration/tr easurer or sponsor in								
	List of assets	List of assets and their disposition. (See asset section above.)	List of assets and their disposition.		Administration/tr easurer or sponsor in								
	Completion of student enrollment/FTE review	All documentation prepared and provided to area coordinators for final FTE review			Administration/tr easurer or sponsor in absence of								

Data Reporting The community school governing authority's designees (school administration, treasurer, fiscal officer, etc.) must complete all required data reporting regarding students, staff, financials, etc., into EMIS.	Reporting all required student, staff, financial, etc., data	Report all required data in EMIS.	The community school governing authority's designees (school administration, treasurer, fiscal officer, etc.) must report all necessary information regarding students, staff, financials, etc., in EMIS. Please check the EMIS Manual and reporting schedule for details.	Suspension and Closure	School administration, governing authority or sponsor in the absence of governing authority.								
Final Payments and Adjustments The sponsor shall continually monitor the condition of the closed school and be prepared 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 obliged to serve as the recipient of such funds and adjustments. 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 with Section 3313.074 and	Adjustments credited to account	Receive any funds or adjustments credited to the account of the closed school.	The sponsor should continually monitor the condition of the school and be prepared to receive or transmit funds on behalf of the school, keeping in mind that funds can come in more than a year after a school's closure. The sponsor still is	Closure	Administration/tr easurer or sponsor in absence of governing authority.								
	Application of adjustments or credits to debt	Determine if any portion of any funds or adjustments can be applied to satisfy any remaining debt; payables (any money owed to another).			Administration/tr easurer or sponsor in absence of governing authority.								
	Remaining funds	Send all or the remaining portion of funds to the Ohio Department of Education, Office of Budget and School Funding for final disposition.			Administration/tr easurer or sponsor in absence of governing authority.								
Quarterly reports Sponsors must provide quarterly reports on the progress made on all closing procedures and submit this progress report through Epicenter by April 1, June 1, Oct. 1, Jan. 1 until closure process is complete. Final submission of closure template shall be submitted to the Office of Community Schools no later than 14 days after closure process is completed.					Sponsor								
Dissolve the community school a) The governing authority adopts a resolution to dissolve that indicates to whom the school assets purchased with nonpublic funds will be distributed after all creditors have been paid; b) Unless otherwise provided in the bylaws, the members (if any), or board, vote on the resolution to dissolve. A nonprofit corporation is dissolved upon the effective date of its articles of dissolution. (C.R.S. 7-134-103); c) Consult with school's attorney for further details.					Governing Authority								

<p>Notify Secretary of State's Office After the resolution to dissolve is authorized, dissolve the corporation by delivering to the Secretary of State for filing articles of dissolution setting forth: a) The name of the nonprofit corporation; b) The address of the nonprofit corporation's principal office; c) The date dissolution was authorized; d) If dissolution was authorized by the directors, a statement to that effect; e) If dissolution was approved by the members, a statement of the number of votes cast for the proposal to dissolve; and f) Such additional information as the Secretary of State determines is necessary or appropriate.</p>					<p>Governing Authority</p>						
<p>Notify IRS</p>					<p>Governing</p>						

ATTACHMENT 4.1
CONFLICT OF INTEREST POLICY

1. School Conflict of Interest Policy

NOTE: At a minimum, the Conflict of Interest Policy must address Chapter 102 of the Ohio Revised Code and R.C. 2921.42, 2921.43, and 2921.44.

Ethics and Conflicts Policy

All Board members, the School's fiscal officer, and school officials, including teachers performing or possessing authority to perform administrative or supervisory functions, are required to comply with Ohio ethics law, pursuant to R.C. Chapter 102 and R.C. 2921.42-.44. This policy constitutes an acknowledgement of and agreement to the ethical obligations of Board members, however, the School will hold school officials to the same ethical standards, to the extent applicable under Ohio law.

A. Ethical Behavior. While serving on the Board, each Board member agrees to:

1. Obey state and federal law;
2. Respect and implement all policies of the School;
3. Not disclose or use, without appropriate authorization, any information acquired in the course of the Board member's duties that is privileged or confidential under the law;
4. Not speak or act for the Board unless granted proper authority;
5. Work with the Board to establish, review, and revise effective policies;
6. Delegate authority for administration of the School to administrators and staff;
7. Make every effort to attend all Board meetings;
8. Become informed on issues before the Board and relating to community schools and school choice;
9. Debate matters before the Board, but once voted upon, accept and support the Board's decision; and
10. Act ethically and in conformance with the School's mission, goals, and policies.

B. Improper Influence or Use of Authority.

1. R.C. 102.03(D) & (E). A Board member shall not use, or authorize the use of, the authority or influence of his or her office or employment, or solicit or accept anything of value of such character as to manifest a substantial and improper influence upon the Board member with respect to his or her duties.
 - a. "Anything of value" includes money and every other thing of value.
 - b. A thing of value has an improper character when it is secured from a party interested in matters before, or doing or seeking business with, the community school, its Board, or its employees, or where it could impair a board member's objectivity and independence of judgment regarding his or her official actions and decisions.
 - c. A Board member shall not participate in matters that will benefit parties with whom he or she has a close family, economic, or business relationship because the relationships may impair the Board member's objectivity and independent judgment.

- d. Abstain. A Board member may avoid a conflict under R.C. 102.03(D) and (E) by abstaining from voting and refraining from participation in discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures set forth in Part F of this policy when presented with a transaction to which R.C. 102.03(D) or (E) applies.
- 2. R.C. 2921.42(A)(1). A Board member shall not authorize or employ the influence of his or her office to secure authorization of any public contract in which the Board member, a member of his or her family, or any business associates has an interest.
 - a. A prohibited interest must be definite and direct. The interest may be either pecuniary or fiduciary in nature.
 - b. Abstain. A Board member may avoid a conflict under R.C. 2921.42(A)(1) by abstaining from voting and refraining from participation in discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures of Part F of this policy when presented with a situation to which R.C. 2921.42(A)(1) applies.
 - 3. R.C. 2921.42(A)(3). During the Board member's term or within one year thereafter, a Board member shall not occupy any position of profit in the prosecution of a public contract which the Board member or the Board of Directors authorized, and which was not awarded by competitive bidding to the lowest and best bidder.
 - a. A Board member occupies a position of profit in a public contract whenever he or she will receive a fee or compensation that is paid from or is dependent upon the contract, or the Board member will receive some other profit or benefit from the contract.
 - b. Abstention will not cure an R.C. 2921.42(A)(3) conflict.
 - 4. R.C. 2921.42(A)(4). A Board member cannot have an interest in the profits or benefits of a public contract entered into by or for the use of the School.
 - a. A Board member has a prohibited interest in the profits or benefits of a public contract if the Board member would financially benefit from the contract, or the Board member has an ownership or fiduciary interest in the entity that is entering into the contract, unless the exception in R.C. 2921.42(C) applies.
 - b. Abstention will not cure an R.C. 2921.42(A)(4) conflict unless the exception in R.C. 2921.42(C) applies.
 - c. For the exception to apply, (i) the subject of the contract must be necessary supplies or services for the School, (ii) the supplies or services must be unobtainable elsewhere for the same or lower cost, or must be furnished to the School as part of a continuing course of dealing established prior to the Board member becoming associated with the School, (iii) treatment of the School must either be preferential to or the same as that accorded other customers in similar transactions, (iv) the entire transaction must be conducted at arm's length with the Board's full knowledge of the Board member's

interest, and (v) the Board member must abstain from voting and refrain from participating in discussions or deliberations of the Board regarding the matter.

5. R.C. 3314.02(E)(4). For purposes of this subsection, an “immediate relative” is defined as the Board member’s spouse, children, parents, grandparents, and siblings, as well as in-laws residing in the same household as the board member.
 - a. If the School is sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall (i) be an officer of the sponsor’s governing board, unless at least one year has elapsed since the conclusion of the person’s membership on the Board, or (ii) serve as an employee of or consultant for the department, division, or section of the sponsor that is directly responsible for sponsoring community schools, or have supervisory authority over such a department, division, or section, unless at least one year has elapsed since the conclusion of the person’s membership on the Board.
 - b. If the School is not sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall be an owner, employee, or consultant of the School’s sponsor or operator, unless at least one year has elapsed the conclusion of the person’s membership on the Board.

C. Improper Compensation.

1. R.C. 2921.43(A). A Board member shall not knowingly solicit or accept (a) any compensation other than that allowed by Ohio law to perform his or her official acts, duties, or services, or (b) additional or greater fees or costs than allowed by law to perform his or her official duties;
2. R.C. 2921.43(B). A Board member shall not solicit or accept anything of value in consideration for (a) appointing, securing, maintaining, or renewing the appointment of any person to public office, employment, or agency, or (b) preferring or maintaining the status of a public employee’s compensation, duties, placement, location, promotion, or other material aspect of employment.
3. R.C. 2921.43(C). A Board member shall not coerce a contribution for the benefit of a political party, campaign committee, legislative campaign fund, political action committee, or political contributing entity in consideration for (a) appointing, securing, maintaining, or renewing the appointment of any person to any public office, employment, or agency, or (b) preferring or maintaining the status of a public employee’s compensation, duties, placement, location, promotion, or other material aspects of employment. This section does not prohibit a Board member from making voluntary political contributions.

D. Dereliction of Duty.

1. R.C. 2921.44(D). A Board member shall not recklessly create a deficiency, incur a liability, or expend a greater sum than is appropriated by the State to the School for its use in any one year.
2. R.C. 2921.44(E). A Board member and the School's fiscal officer shall not recklessly fail to perform a duty expressly imposed or forbidden by law with respect to membership on the Board.

E. Excess Benefit Transaction. Internal Revenue Code (I.R.C.) Section 4958 provides for an excise tax that is imposed on a "disqualified person" who enters into an "excess benefit transaction" with the School. The tax may be imposed on members of management who approve the transaction. A transaction is an "excess benefit transaction" if the School pays more than fair market value for goods or services. For purposes of this policy, a "disqualified person" includes (a) a person in a position to exercise substantial influence over the affairs of the School or with a company that has contracted to manage the School at any time during a five-year period ending on the date of the transaction, (b) a disqualified person's family member; or (c) a corporation or other entity in which a disqualified person has a 35% or greater voting or ownership interest.

E. I.R.C. Conflicts Procedure. The Board shall follow the procedures set forth below when it is called upon to consider any matter with respect to which an "interested person" has a "financial interest" as those terms are defined below. The fact that the Board has followed these procedures does not enable an "interested person" to avoid the legal prohibitions of R.C. 2921.42(A)(3) and (4).

1. Definitions. For purposes of this section, the following words are defined as set forth below.
 - a. An "interested person" includes any Board member, principal officer, or member of a committee with Board-delegated powers who has a direct or indirect financial interest, as defined below.
 - b. A person has a "financial interest" if the person, directly or indirectly, through business, investment, or family has:
 - i. an ownership or investment interest in any entity with which the School has a transaction or arrangement;
 - ii. a compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or
 - iii. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.
 - c. "Compensation" includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

2. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board members and members of committees with Board-delegated powers considering the proposed transaction or arrangement.
3. Determining Whether a Conflict of Interest Exists. A financial interest is not necessarily a conflict of interest. Under this procedure, a person who has a financial interest will have a conflict of interest only if the Board or appropriate committee decides that a conflict of interest exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person that is permitted under these policies, the interested person shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon.
4. Procedures for Addressing the Conflict of Interest.
 - a. Except as otherwise provided in these policies, an interested person may make a presentation at the Board or committee meeting, but after the presentation, the interested person shall leave the meeting during the discussion of and the vote on the transaction or arrangement involving the possible conflict of interest.
 - b. The chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the Board or committee shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested Board members whether the transaction or arrangement is in the School's best interest, for its own benefit, and fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

F. Other Procedures and Recordkeeping Requirements.

1. Violations of the Conflicts of Interest Policy.
 - a. If the Board or committee has reasonable cause to believe a Board member has failed to disclose an actual or possible conflict of interest, it shall inform the Board member of the basis for such belief and provide the Board member an opportunity to explain the alleged failure to disclose.
 - b. If, after hearing the Board member's response and making further investigation as warranted by the circumstances, the Board or committee determines the Board

member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

2. Documentation. The minutes of the Board and all committees with Board-delegated powers shall contain:
 - a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
 - b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.
3. Periodic Reviews. To ensure the School operates in a manner consistent with its charitable purposes and does not engage in activities that may jeopardize its tax-exempt status, the Board shall conduct periodic reviews that, at a minimum, include the following subjects:
 - a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
 - b. Whether partnerships, joint ventures, and arrangements with management companies, if any, conform to the School's written policies, are properly recorded, are a reasonable investment or cost for goods and services, further its charitable purposes, and do not result in inurement, impermissible private benefit, or an excess benefit transaction.
4. Use of Outside Experts. The School may use outside experts in conducting reviews, but such use does not relieve the Board's obligation to conduct periodic reviews.
5. Annual Disclosure. Each Board member shall annually file a disclosure statement setting forth the names of any immediate relatives or business associates employed, within the previous three years, by (a) the School's sponsor (b) the School's operator, if any, (c) a school district or educational service center that has contracted with the School, or (d) a vendor that is or has engaged in business with the School.

Each Board member, principal officer, and member of a committee with Board-delegated powers shall annually sign a copy of this Ethics and Conflicts Policy in order to demonstrate his or her commitment to these principles. By signing below, the undersigned affirms that he or she:

1. Received a copy of this Ethics and Conflict of Interest policy;
2. Read and understands the Policy;
3. Agrees to comply with the Policy;

4. Understands the School is charitable and must engage primarily in activities that accomplish one or more of its tax-exempt purposes to maintain its federal tax exemption;
5. Acknowledges that a voting Board or committee member who receives compensation for services, directly or indirectly, individually or collectively, from the School is precluded from voting on matters pertaining to that Board or committee member's compensation or providing information to any committee regarding compensation.

Signature

Date

Date Adopted: _____

ATTACHMENT 5.2 FACILITIES PLAN

1. Detailed description of each facility used for instructional purposes, containing the address and grades served;
2. Annual costs associated with leasing each facility, paid for by or on behalf of the school, if applicable;
3. Annual mortgage principal and interest payments that are paid by the school, if applicable;
4. Name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any; and
5. If the school leases property from the operator, addendum to lease with verification from independent professional in the real estate field that, at the time the lease was agreed to, the lease was commercially reasonable.



1. The Autism Academy of Learning is located at 110 Arco Dr. Toledo, Ohio 43607. The school has been located at this location since July of 2015. The school serves students age 5 up to their 22nd birthday. The school consists of 2 floors with 5 classrooms on the 1st floor and 4 classrooms on the 2nd floor. The building has two entrances, one in the front and one in the back. Students and staff enter from the back of the building. Access to the second floor is gained by either the stairwell by the backdoor or by the stairs in the front of the building. Bathrooms are located on the 1st and 2nd floors by the stairs. Administrative offices are located on the 1st floor with the principal's office on the south side of the building and the director of education's office on the north side. The school has a sensory room located on the 1st floor for students to engage in physical activity and to relax outside of the classroom. On the 2nd floor is located the cafeteria/multipurpose room for classrooms to eat lunch and for classrooms to ride bikes or scooter boards. Also, located on the 2nd floor is the school's vocational room where students learn independent living skills and job skills.
2. The school is leased and pays a monthly rate of \$9,348.33 for an annual total of \$112,179.96.
3. Not Applicable.
4. Name of the landlords are Thomas Schlachter and Paul Avery of which there is no relation to the operator.
5. Not Applicable.

ATTACHMENT 6.3 EDUCATIONAL PLAN

1. Educational Plan
 - a. Mission and philosophy
 - b. Characteristics of the students the School expects to attract
 - c. Ages and grades of students
 - d. Description of curriculum
 - e. Instructional delivery methods used
 - f. Description of how curriculum aligns with Ohio Content Standards
2. Description of all classroom-based and non-classroom-based learning opportunities
 - a. Classroom-based
 - b. Non-classroom-based, including, when applicable, Credit Flex, College Credit Plus, field trips with academic enhancement component, tutoring, learning on contingency days or while a student is suspended/expelled, internet or independent study
3. If applicable, description of blended learning, preschool, internet- or computer-based, or approved 22+ Adult High School Diploma program requirements

The Governing Authority DOES/DOES NOT intend to seek designation for the School as a STEM school under R.C. 3326.032.

NOTE: Learning opportunities are classroom-based or non-classroom-based supervised instructional and educational activities that are defined in the School's contract and are:

- a. Provided by or supervised by a licensed teacher;
- b. Goal-oriented; and
- c. Certified by a licensed teacher as meeting the criteria established for completing the learning opportunity. (OAC 3301-102-02)

If the School has registered a Blended Learning Plan, the description must include, at a minimum:

- a. An indication of what blended learning model or models will be used
- b. A description of how student instructional needs will be determined and documented
- c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level
- d. The school's attendance requirements, including how the school document participation in learning opportunities
- e. A statement describing how student progress will be monitored
- f. A statement describing how private student data will be protected
- g. A description of the professional development activities that will be offered to teachers



2018 Annual Report

The Autism Academy of Learning
110 Arco Drive
Toledo, OH 43607

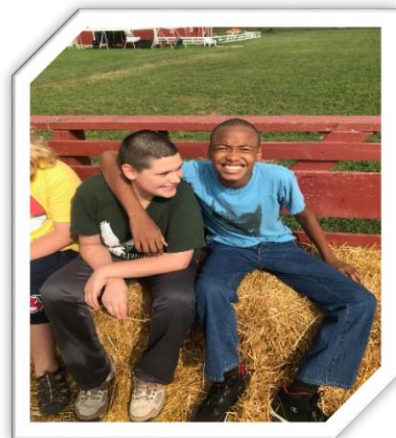
A LETTER FROM THE PRINCIPAL

I would like to take this opportunity to thank each of you: parents, children, staff, members of the Board, for creating a place where our students not only thrive, but receive the care and attention they so desperately deserve. We have become as successful as we are through the hard work and dedication of those among us who believe that every child should learn, that every child deserves care and respect, and that we will be the difference makers. The AAL has provided academic and vocational training since its inception in 2001. The school continues to grow and prosper through the work of caring, creative and compassionate staff. We look forward to many more years of providing services for children with autism spectrum diagnoses.

We believe that every child deserves a free and individualized education. To that end, we have developed and evolved into a community that educates the child utilizing a holistic approach. Our purpose, our reason for existing, is to engage children with autism within a community that fosters growth and support through care and education. Our goal has always been to raise each student's standard of living. This goal is accomplished through the following programs and activities:

Quality Programming – Our students benefit not only from enriching classroom experiences, but also from opportunities that stretch outside of the classroom. We engage our students in the following:

- *Life Skills Training*
Our Life Skills area is located in our vocational room; a section of the room is set up as an apartment. We have all of the amenities of home as we have created a place where students learn daily living skills in an effort to allow every student to become independent in activities of daily living.
- *Pre-Vocational & Vocational Training*
Students, 14 and over, have the opportunity to travel off site to the Cornerstone Church and Toledo Sports Center for vocational training. At each location, students learn valuable skills while performing vocational tasks in real life situations. These activities set our students up for the future, and will allow them to one day gain meaningful employment as adults. Our students also engage in pre-vocational training at the school, performing job duties with the assistance of classroom and vocational staff.



- [Adaptive Aquatics](#)

All students have the opportunity to benefit from the aquatics training at the Collingwood Center. There, our students participate in an adaptive aquatics program. Each classroom participates in programming at least once per month (sometimes twice when scheduling permits), and are fully engaged by instructors at the center, as well as classroom staff from the school.



- [Sensory Room](#)

Our building is equipped with a sensory Room, on our main floor. The sensory room provides the students with activities to address individual sensory needs. Such activities include swings, therapy balls, scooter and balance boards, weighted blankets, foam blocks, exercise equipment and other various multisensory items. The concept of sensory awareness is driven by our therapy team, which includes our Speech and Language Pathologists; however, our student's sensory needs are primarily addressed by our team of Occupational Therapists, who also maintain sensory diets for our students.

- [Snoezelen Rooms](#)

Located in the exercise room, our two "Snoezelen Rooms" provide individualized multi-sensory experiences for our students. They consist of adaptive lighting, textures, sounds and scents which allow the student to relax and focus. Research has shown that individuals with autism can benefit greatly from a sensory rich environment. The Snoezelen Rooms provide our students with a non-directive sensory experience that encourages the student to explore their sensory environment!

- [Continuous Professional Development](#)

AAL continues to utilize an individualized professional development program for ongoing staff training needs through the use of the Autism Pro online training program in conjunction with independent study, reading, in-service training, and research training activities. Staff is required to complete a specified number of training hours per month. New staff members receive orientation classes within their first week of employment concerning educational and behavioral information pertaining to working with individuals with autism. In addition, staff is encouraged to engage in professional development training programs offered within the surrounding Toledo-



area.

Curriculum Implementation – Our standards at the AAL are very high. Per the State of Ohio, we are responsible for educating our students according to the curriculum standards set forth by the Ohio Department of Education. Accordingly, we are also bound to the state mandated grade level testing, which occurs in grades 3 – 8, and grade 10. Our teachers develop and implement their lessons according to state benchmarks and standards, which are then differentiated and adjusted according to each student's specific needs and ability levels. To further assist our teachers, we have recently purchased a curriculum by the name of Unique Learning Systems. Unique Learning Systems takes the state of Ohio standards of education, differentiates them amongst specific lessons and topics, and implements them throughout grades kindergarten – 12. We also focus on the following areas:

- *Behavior Planning and Management*

One important focus for our student population is effective behavior management utilizing the least restrictive methods and behavioral modification techniques. Understanding the function of an individual's engagement in challenging behaviors is paramount for the effective treatment and management of behavioral issues. Providing crisis management procedures and routine behavior management techniques will assist each student in reaching their potential and will increase their overall quality of life.



- *Goal Setting*

Every student served at the school as an IEP developed with input by the family, individual and team. Our goal is to maintain a positive, working relationship with each parent as the family is the driving factor of the IEP Team. As we receive key information from parents and families, we also coordinate with therapists and staff to develop a plan comprised of specific goals and objectives (the IEP), in order to allow each student access to the curriculum and moreover, the ability to lead a productive life.

- *Student Visioning*

During the process of establishing goals for each student, we also make it a priority to cast a vision for where we see each student throughout each stage in their lives. It is our distinct purpose to provide a positive and proactive environment that aids and supports our students throughout each life stage. To that end, it becomes



important to discuss where we see each student in the future – this is achieved through the IEP team. However, this process is not only restricted to the IEP process; everything we do in the school is centered upon coming along side each student to take them to a standard of living they would not otherwise have been able to achieve on their own. This process takes collaboration with parents and family, teachers and staff, as well as the community. This process takes vision, and it is the vision of the Autism Academy of Learning *to promote a higher quality of life, and the realization of the full intellectual and social development of students with autism spectrum disorder.*

It is our purpose to serve as a resource for families and students. Our staff and officers of the AAL are dedicated to provide quality care and intervention for every one of our students and we can only accomplish that goal through collaboration. We are here to better the lives of the students we serve. Please, feel free to contact us and let us know how best we can serve you.

Sincerely,

Jim Jones
Principal

FOUNDERS OF THE AUTISM ACADEMY OF LEARNING

Jim Beeson
Lou Curcio
Laurie Forgette

Erika Harris
Carol Holmes
Prentis Holmes

Sandy Jacobs
Sam Scamardo
Sharon Scamardo

CURRENT GOVERNING BOARD OF THE AUTISM ACADEMY OF LEARNING

James Sworden – *President*
Sommer Clayborne – *Secretary*
Jamie Gillette

Scott Bylow – *Vice President*
Robert Schwartz

Parent Group Chair

Nancy Stahl

Principal

Jim Jones

Director of Education

Amanda Richards

Mission

The Autism Academy of Learning is a year-round, public school with programming designed around the needs of students with autism spectrum disorder.

Vision

The Autism Academy of Learning is structured to provide every student with autism spectrum disorder an appropriate foundation in the areas of academics, behavior, daily living skills, vocational skills and independence. Our goal is to promote a higher quality of life, and the realization of the full intellectual and social development of students with autism spectrum disorder.

Core Values

We believe:

1. Autism spectrum disorder is a developmental disability but does not define the individual.
2. Autism spectrum disorder is a medically diagnosed condition, but the treatment of choice is an educational model.
3. That a year-round school curriculum best provides for the developmental needs of children with autism spectrum disorder.
4. That a seamless environment that eliminates the need for transition from school to school promotes continuity of program services.
5. Vocational education and life skills are paramount to the development of individuals with autism spectrum disorder.

We believe that individuals with autism spectrum disorder:

- Give reason for celebration by their individual accomplishments.
- Can best believe in themselves by others believing in them.
- Are to be challenged with appropriate expectations.
- Are to be treated in a manner that contributes to high self-esteem.
- Demonstrate that behavior has a purpose, and we must strive to interpret the communicative intent of the child.
- Benefit from learning through a spectrum of learning philosophies rather than one specific treatment methodology.
- Deserve respect and recognition of their diversity.
- Can best be served when parents, families, schools, and the community act as partners in the educational process.

What Parents/Correspondents Say About the AAL

Recently our parents and correspondents were asked to participate in a survey of the school, its staff, and programs. Parents were asked to rate the school and its various components on a scale of 1 – 5 (1 strongly disagree; 5 strongly agree). Results are listed below:

Overall Satisfaction 94.00%

Classroom

Classroom size	4.8	96%
Staff to student ratio	4.6	92%
Teacher knowledge of education and autism	4.8	96%
Classroom aides knowledge of education and autism	4.6	92%
Professionalism of staff	4.6	92%
Receiving updates on student progress	4.8	96%
Total	4.70 / 5	94%

IEP Process

Feel respected as an IEP team member	4.7	94%
Scheduling accommodations for IEP meeting	4.8	96%
Updates on IEP goal progression	4.7	94%
Receive answers to question I have about IEP	4.8	96%
Total	4.75 / 5	95%

Therapeutic Services

OT addresses my students sensory needs	4.5	91%
SLP addresses my students communication needs	4.6	93%
I can see progress on OT objectives	4.5	91%
I can see progress on speech objectives	4.6	93%
Total	4.55 / 5	92%

Administration

Professionalism of administrative staff	4.8	96%
Receive answers to questions from Director of Ed.	4.7	94%
Receive answers to questions from the Principal	4.6	93%
Total	4.70 / 5	94%

Transportation

Arriving on time	4.7	94%
Communication is clear regarding changes or problems	4.7	94%
Professionalism of Driver	4.7	94%
Professionalism of Rider	4.7	94%
Total	4.70 / 5	94%

Safety

The classroom setting is safe	4.8	96%
The building as a whole is a safe environment	4.7	94%
The surrounding area where the school is located is safe	4.5	91%
The vans are safe for student transportation	4.6	93%
Total	4.65 / 5	93%

Parent & Caregiver Input:

Parents and caregivers also added comments at the end of the survey, these included the following:

- [The AAL has] individual student attention and friendly staff!
- The staff really cares about the students!
- The school is very accommodating and communication is great!
- The school caters to the needs of our child!
- The school really understands our children

Sponsor's Legal Compliance Assessment:

Sponsor's Legal Compliance Assessment Ohio Revised Code (ORD) 3314.03 (D)(2) specifies that the sponsor of the school must "monitor and evaluate the academic and fiscal performance and the organization and operation of the community school on at least an annual basis." In addition, under ORC 3314.03 (D)(3), the sponsor must "report on an annual basis the results of the evaluation conducted under division (D)(2) of this section to the department of education and to the parents of students enrolled in the community school".

The Educational Service Center of Lake Erie West (ESCLEW) served as sponsor for Autism Academy of Learning during the 2017-2018 school year. ESCLEW monitored the school's academic and fiscal performance, as well as organization and operation of the school, and determined that the school was overall compliant.

School Demographics (as of 08/01/18)

Grade Levels Served	K – 12
Days / Hours of Instruction	208 / 1,144
Number of Students	57
Attendance Rate	90.00% (State requirement is 93%)
Caucasian	45%
African American	38%
Multiracial	16%
Hispanic American	1%
Economically Disadvantaged	77%
Administrative Staff	4
<i>Principal, Director of Education</i>	
<i>Office Manager, Vocational Coordinator</i>	
Certified Staff	10
<i>Teachers</i>	
<i>Speech / Language Pathologist</i>	
Classified Staff	26
<i>Teacher Aides, Lead Van Driver</i>	
Purchased Services Staff	4
<i>OT, COTA, SLP</i>	
Teachers with a Bachelors Degree	100%
Teachers with a Masters Degree	43%

Core Academic Subject Elementary and Secondary School Classes Taught by Properly Certified / Licensed Teachers	100%
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Adequate Yearly Progress	Met
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Assessment Data

Alternate Assessment	School Average
Grade 3	
ELA	397
Math	388
Grade 4	
ELA	389
Math	361
Grade 5	
ELA	416
Math	417
Science	403
Grade 6	
ELA	408
Math	384
Grade 7	
ELA	414
Math	363
Grade 8	
ELA	405
Math	374
Science	377
Grade 10	
ELA	380
Math	381
Social Studies	346
Science	356
Standard Assessment	School Average
Grade 6	
ELA	678
Math	635
Grade 8	
ELA	654
Math	671
Science	699

Auditor Statement: In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Autism Academy of Learning, Lucas County, Ohio, as of June 30, 2017, and the changes in its financial position and its cash flows for the year then ended in accordance with the accounting principles generally accepted in the United States of America.

Auditor of State, Dave Yost, January 19, 2018

Financial Highlights

Key financial highlights for 2017 are as follows:

- In total, net assets were(\$1,713,289)at June 30 2017.
- The Academy had operating revenues of \$1,729,315 and operating expenses of \$1,842,532 for fiscal year 2017. The Academy also received \$142,844 in federal and State grants during fiscal year 2017. The total change in net position for the fiscal year was an increase of \$100,531.

Financial Statements

STATEMENT OF NET POSITION JUNE 30, 2017

Assets:

Current assets

Cash and cash equivalents	\$	496,102
Receivables:		
Accounts		732
Intergovernmental		118,629
Prepayments		<u>7,970</u>
<i>Total current assets</i>		653,433

Non-current assets

Capital assets, net of accumulated depreciation		<u>10,618</u>
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Total assets **664,051**

Liabilities:

Current liabilities

Accounts payable		29,791
Pension obligation payable		4,971
Intergovernmental payable		13,731
<i>Total current liabilities</i>		48,493

Non-current liabilities: 2,903,540

Total liabilities **2,952,033**

Net position:

Net investment in capital assets		7,480
Restricted for locally funded programs		13,612
Unrestricted		<u>(1,734,381)</u>
<i>Total net position</i>		<u>(1,713,289)</u>

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

FOR THE FISCAL YEAR ENDED JUNE 30, 2017

Operating revenues

Special education	\$	1,304,691
Foundation revenue		420,894
Sales/charges for services		1,182
		<hr/>
<i>Total operating revenues</i>		<u>1,729,315</u>

Operating expenses

Salaries and wages		910,086
Fringe benefits		328,963
Purchased services		508,647
Materials and supplies		52,159
Other		35,502
Depreciation		<u>7,175</u>
<i>Total operating expenses</i>		<u>1,842,532</u>
<i>Operating loss</i>		<u>(113,217)</u>

Non-operating revenues (expenses)

Federal and state operating grants		200,314
Interest revenue		0
Contributions and donations		13,752
Interest and fiscal charges		<u>(318)</u>
<i>Total non-operating revenues (expenses)</i>		<u>213,748</u>
<i>Change in net position</i>		100,531
<i>Net assets at beginning of year</i>		<u>(1,813,820)</u>
<i>Net assets at end of year</i>		<u>1,713,289</u>

STATEMENT OF CASH FLOWS
FOR THE FISCAL YEAR ENDED JUNE 30, 2017

Cash flows from operating activities:

Cash received from state foundation	\$ 1,699,190
Cash received from sales/charges for services	1,182
Cash received from other operations	2,548
Cash payments for salaries and wages	(944,467)
Cash payments for fringe benefits	(255,833)
Cash payments to suppliers for goods and services	(497,295)
Cash payments for materials and supplies	(53,609)
Cash payments for other expenses	<u>(33,279)</u>

Net cash used in operating activities **(33,563)**

Cash flows from noncapital financing activities:

Federal and state operating grants	198,283
Cash received from contributions and donations	<u>13,752</u>

Net cash provided by noncapital financing activities **212,035**

Cash flows from capital and related financing activities:

Interest and fiscal charges	(318)
Principal retirement on capital lease	(3,971)

Net cash used in capital and related financing activities **(4,289)**

Net increase in cash and cash equivalents	174,183
Cash and cash equivalents at beginning of period	<u>321,919</u>
Cash and cash equivalents at end of period	<u>496,102</u>

Reconciliation of operating loss to net cash used in operating activities:

Operating loss	(113,217)
Adjustments:	
Depreciation	7,175
Changes in assets and liabilities:	
Decrease in accounts receivable	(107)
Prepayments	(5,462)
Accounts payable	2,991
Accrued wages and benefits	(36,981)
Intergovernmental payable	4,525
Increase in net pension liability	412,661
Decrease in deferred inflows - pension	8,376
Increase in deferred outflows - pension	265,756
Decrease in pension obligation payable	(3,981)
<i>Net cash used in operating activities</i>	<u>\$ (33,563)</u>

College Credit Plus Policy

The College Credit Plus program (the “Program”) allows eligible students in grades 7 through 12 who are residents of Ohio to enroll in a college, on a full-time or part-time basis, and complete courses for high school and college credit.

The following guidelines are established in accordance with Board policy and the rules of the Ohio Department of Education. Participating colleges include public and private colleges as defined in R.C. 3365.01.

Enrollment & Eligibility

Any high school student enrolled in grades 9-12, or their equivalent, may participate in the Program if:

1. The student or the student’s parent or guardian informs the Principal by April 1 of the student’s intent to participate in the Program during the following school year or, if notice is received after April 1, the Principal provides written consent to the student’s participation.
2. The student applies to a public or participating private college in accordance with the college’s established procedures, meets the standards for admission, and is accepted for admission at the college. The School will assist the student in obtaining admission by providing necessary documentation to the college but is not responsible to otherwise assist the student with meeting admissions criteria.
3. At the time of enrollment, the student selects one of the enrollment options described below.
4. The student and the student’s parent or guardian signs a form stating they have received the required counseling about the Program and that they understand the responsibilities they must assume for participation in the Program.

Any student enrolled in grades 7 or 8, or their equivalent, may participate in the Program if the student meets the eligibility criteria required for high school students.

Restrictions on Enrollment

A student participating in the Program may not enroll in courses in which the student elects to receive credit towards high school graduation for more than the equivalent of:

1. Four academic school years, if the student enrolls for the first time in grades 7, 8, or 9;
2. Three academic school years, if the student enrolls for the first time in grade 10;
3. Two academic school years, if the student enrolls for the first time in grade 11; and
4. One academic school year, if the student enrolls for the first time in grade 12.

Enrollment Options

Option A: The student may elect at the time of enrollment to be responsible for payment of all tuition and the cost of all textbooks, materials, and fees associated with the course. The student shall elect at the time of enrollment whether to receive only college credit or both high school credit and college credit.

Option B: If the course is eligible for funding, the student may elect to have the student's tuition, textbooks, materials, and fees associated with the course subsidized by the School pursuant to R.C. 3365.07. Under Option B, the student will receive both college and high school credit for the course.

Participation during Summer Term

A student who is eligible to participate in the Program may participate during the summer term, provided the summer term does not begin during the student's last quarter of high school or after the student's graduation. The student will be responsible for transportation related to participation during the summer term.

Prior to February 1 each year, the School will provide information about the Program to all students enrolled in grades 6-11, or their equivalent. The School will provide information about the Program in written communications distributed to students, at student assemblies, and at joint communication events with post-secondary institutions. The School will hold at least one informational session per school year, between October 1 and February 15, to allow each partnering college located within 30 miles of the School to meet with interested students and parents.

Notice Requirements

The School will provide the information below and promote the Program in the following ways:

1. Prior to February 1 each year, provide information about the Program to all students enrolled in grades 6-11, or their equivalent.
 - a. The School will provide this notice on the School's website, in written communications distributed to students, at student assemblies, and at joint communication events with post-secondary institutions.
 - b. The notice will include information about Program costs, criteria for student participation, student participation options, and the designated point of contact for the Program at the School.
2. Provide counseling services to students in grades six through eleven and to their parents or guardians before the students participate in the Program to ensure the students and parents/guardians are fully aware of the possible consequences and benefits of participation. This counseling shall include information regarding:
 - a. Program eligibility;
 - b. The process for granting academic credits;
 - c. Any necessary financial arrangements for tuition, textbooks, and fees;
 - d. Criteria for any transportation aid;
 - e. Available support services;
 - f. Scheduling;
 - g. The benefits and possible consequences of participation;
 - h. The academic and social responsibilities of students and parents/guardians under the Program;

- i. The counseling services of the college in which the student intends to enroll and the benefits of utilizing it; and
 - j. All other information about the Program developed by the Chancellor of the Ohio Board of Regents.
3. Promote the Program on the School's website with details of the School's current agreements with partnering colleges.
4. Between October 1 and February 15 each year, hold at least one informational session to allow each partnering college located within thirty miles to meet with interested students and parents. The School may participate with other schools in a combined event.
5. Annually collect, report, and track specified required data related to the Program.

Awarding High School Credit

All students enrolled in the Program will be assessed with the same standard of achievement and held to the same grading standards as non-Program students. The School shall award comparable credit for each college course a student completes through the Program or, if no comparable credit is offered, the School shall grant an appropriate number of elective credits. The School shall include evidence of successful completion of each course and the high school credits awarded by the School in the student's record. If a student fails a Program course, the School may seek reimbursement from the student or student's parent/guardian for the amount of state funds paid to the college on the student's behalf for that course.

Model Pathways

The School shall develop, in consultation with at least one public partnering college, two model pathways for courses offered under the Program. One of the model pathways shall be a fifteen-credit hour pathway and the other shall be a thirty-credit hour pathway. Each pathway shall include courses that, once completed, apply to at least one degree or professional certification offered at the college. The School shall publish the pathways among the School's official list of course offerings for students. No student will be required to enroll in a pathway. Instead, the pathways shall serve as samples of the course that the student may take, if desired, to earn multiple credits towards a specified degree or certification.

Expulsion

Student who have been expelled from the School may not apply for college enrollment under the Program during the period of expulsion. The School will not grant high school credit for Program courses if any portion of the course was taken during an expulsion.

If a student is expelled from School while participating in the Program, the Principal shall send a written notice of the expulsion to any college in which the expelled student is enrolled under the Program at the time of the expulsion. The notice shall indicate the date the expulsion will expire and that the School has adopted a policy to deny high school credit for courses taken under the Program during an expulsion.

Economically Disadvantaged Students

No student who is considered economically disadvantaged shall be charged for anything related to Program participation. A student will be considered economically disadvantaged if the student is either:

1. A member of a household that meets the income eligibility guidelines for free- or reduced-price meals, less than or equal to 185% of federal poverty guidelines under the provisions of the National School Lunch Act, 42 USC 1758; OR
2. A member of a household that participates in at least one of the following programs: Medicaid; food stamps; supplemental security income (SSI); federal public housing assistance or Section 8; or low-income home energy assistance.

Once the School determines the student is economically disadvantaged for the purposes of this Program, any of the student’s siblings who attend the School will automatically be considered economically disadvantaged by the School without requiring additional data.

Transportation

A parent of a student who is enrolled in the Program and has elected to receive high school credit may apply to the School for full or partial reimbursement of the necessary costs of transporting the student between the School and the partnering college.

Data Reporting

By July 15 each year, the School shall submit all required data to the Chancellor of the Ohio Board of Regents regarding the students enrolled in the Program.

Date Adopted: _____

Credit Flexibility

The Board recognizes that an effective educational program is one that provides opportunities for students to customize aspects of their learning around their respective needs and interests. Credit flexibility is one method to motivate and increase student learning by allowing access to more resources, customization around individual student needs and the use of multiple measures of learning.

Credit flexibility shifts the focus from “seat time” to performance. Students can earn units of high school credit based on an individually approved credit flexibility plan. The intent of credit flexibility is to meet increased expectations for high school graduation in response to globalization, technology, and demographics and to meet the demand for 21st Century Skills.

In accordance with State law, the District must develop and implement a credit flexibility plan that enables students to earn high school credit by:

1. Completing coursework;
2. Testing out or showing mastery of course content;
3. Pursuing an educational option and/or an individually approved option and/or;
4. Any combination of the above.

The Superintendent/designee develops the District’s credit flexibility plan consistent with the provisions of the following regulation.

LEGAL REFERENCES: Carnegie Design Team Report to the State board of Education, *New Emphasis on Learning: Ohio’s plan for credit flexibility shifts the focus from “seat time” to performance* (March 2009)

ORC 3313.60; 3313.603; 3313.609; 3313.6013; 3313.611; 3313.613; 3313.614; 3313.90; 3321.04

Chapter 3324

Chapter 3365

OAC Chapter 3301-34

3301-35-06

Chapter 3301-46

Chapter 3301-51

Chapter 3301-61

NOTE: In 2007, the Ohio General Assembly enacted Senate Bill (SB) 311, also known as the Ohio Core, which directed the State Board of Education to adopt a plan that enables students to earn units of high school credit based on demonstration of subject area competency, instead of or in combination with completing hours of classroom instruction.

SB 311 requires all local school boards to comply with the provisions of the State Board's credit flexibility plan by adopting local board policy (ORC 3313.603(J)). Full implementation of the local board policy must be reached by the beginning of the 2010-11 school year.

Autism Academy of Learning School Calendar

2019

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2020

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DAYS OFF	
Summer Break 1	June 22 - July 7
Summer Break 2	August 3 - 18
Labor Day	Sept. 2
Fall Break	Oct. 25
Parent/Teacher Conferences	November 8
Thanksgiving	Nov. 27 - 29
Winter Break	Dec. 21 - Jan. 5
Martin Luther King Day	Jan. 20
President's Day	Feb. 17
March Break	March 20
Spring Break	April 10-19
Memorial Day	May 25
Summer Break 1 (2019)	June 21 - July 6

GRADING PERIODS		
Quarter 1	July 10	Oct. 4
Quarter 2	Oct. 8	Dec. 20
Quarter 3	Jan. 6	March 5
Quarter 4	March 9	June 20

Open House (after school)	September 5
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STAFF INSERVICE DAYS
July 8 & 9
October 7
November 8 (teacher workday)
February 24
March 6 (teacher workday)
May 4

School Year	07/10/19 - 06/20/20
Instructional Hours	1144
Instructional Days	208
Staff Days	215
In-service Days	5
Teacher Workdays	2

ATTACHMENT 6.5
RACIAL AND ETHNIC BALANCE

1. Plan to achieve and continue racial and ethnic balance



The Autism Academy of Learning is committed to maintaining racial and ethnic balance in its student body. The school has had a very racially and ethnically diverse student body since it first opened. The current breakdown of the students by race and ethnicity is as follow:

Caucasian:50%
African American:36%
Multiracial:12%
Hispanic:2%

Student admissions to the AAL are done via a lottery process that has oversight by the school's sponsor.

ATTACHMENT 6.7
STUDENT DISCIPLINE AND DISMISSAL POLICIES

1. Policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things:
 - a. Types of misconduct for which a student may be suspended, expelled, or removed, and
 - b. Due process related to these forms of discipline
2. Policy for the discipline, suspension, and expulsion of disabled students
3. Policy for Positive Behavioral Interventions and Supports/Restraints and Seclusion



The Autism Academy of Learning
Board Resolution
March 21st, 2019

Whereas, it is the intent of the governing board of the Autism Academy of Learning (IRN #143297) to approve the following items:

- Water Heater Proposal
- Request for Graduation Approval
- Graduation Proposal
- Teacher Seminar Proposal
- Mud Hens Game Proposal
- Ranker Lawn Renewal Proposal
- Spring Fling Proposal
- Clerical Assistant Job Description
- Salary Range Proposal
- Attachment 6.7
- Student code of Conduct
- Disciplinary Procedures
- Discipline of Students with Disabilities
- New Employee Contracts, Employee Resignations and Termination

Adopted by the Board of Directors for The Autism Academy of Learning.

Signed by:  Its:

(title) Board President

Print Name: James Swarden

Disciplinary Procedures

Students are subject to the Academy's disciplinary process for any violation of the Student Code of Conduct. All students are expected to conform to the Student Code of Conduct at the Academy, on Academy premises, at Academy activities or functions regardless of location, and on transportation to and from the Academy, if the transportation is paid for or provided by the Academy. Discipline for students with a disability will be conducted in accordance with the Academy's "Discipline of Students with Disabilities" policy and in compliance with applicable federal and state laws, rules, and regulations.

Progressive Discipline

The Academy generally follows the principles of progressive discipline. The Principal, however, retains discretion to take appropriate corrective action and may administer other appropriate corrective action or skip progressive discipline levels, depending on the seriousness of the misconduct. Unless otherwise indicated, discipline may be administered by the Principal, Dean of Education, the student's teacher, or the Principal's designee.

1. **Verbal Warning:** The Academy explains or reviews the rules and warns the student of possible consequences and applies appropriate in-school consequences, including but not limited to time-outs, alternate areas for reflection, loss of privileges, detention, or in-school suspension in a supervised learning environment.
2. **Written Warning:** The Academy applies appropriate in-school consequences and personally communicates the problem(s) with the student's parents. The Academy sends a written report home and retains a copy in the office.
3. **Suspension:** If previous disciplinary action has not corrected the inappropriate behavior or if the misconduct is serious, the Principal may suspend the student from the Academy, not to exceed 10 school days, and consistent with this policy.
4. **Expulsion:** If previous disciplinary action has not corrected the inappropriate behavior or if the misconduct is serious, the Principal, as the individual designated as the superintendent in OEDS-R, may expel the student from the Academy, not to exceed 80 days, unless one year is specifically authorized or unless the student is permanently excluded from the Academy, consistent with this policy.

The Board authorizes the Principal to require, at his or her discretion, a student to perform community service in conjunction with, or in place of, a suspension or expulsion, except when an expulsion is imposed for bringing a firearm to the Academy or onto Academy property.

During the period of suspension, removal, or expulsion, the student may not attend or participate in any Academy functions without permission from the Principal. The student may enter the Academy premises only when given permission by the Principal or if accompanied by a parent or guardian who accepts responsibility for the student's actions or behavior at the facility.

Suspension

If the Principal deems suspension necessary, the Principal has the authority to suspend a student from the Academy for no more than 10 school days. If at the time the suspension is imposed there are fewer than 10 school days left in the school year, the Principal will not apply any remaining part of the period to the following school year. Instead, the Principal may require that the student participate in a community service program or other alternative consequence for the same number of hours equal to the remaining part of the suspension, beginning on the first full weekday of the summer break. If the student fails to complete the community service or alternative consequence, the Academy may determine the next course of action, provided, however, the Academy shall not require the student to serve the remaining suspension time at the beginning of the following school year.

When suspending a student, the Academy shall respect the following due process rights:

1. Prior to the imposition of the suspension, the Academy shall give a written Notice of Intent to Suspend that includes the reasons for the suspension and, if the violation is one for which a student over age 16 may be permanently excluded, a statement that the Principal may seek to permanently exclude the student if the student is convicted of or adjudicated a delinquent child for that violation.
5. The Academy must provide the student an opportunity to appear at an informal hearing before the Principal or designee to challenge the reason for the intended suspension or otherwise explain his or her actions. The student is not entitled to call witnesses at this informal hearing.
6. Within one school day after the suspension is imposed, the Principal or designee shall provide written notification of the suspension to the parent, guardian, or custodian of the student and to the Board. The notice must contain the following:
 - a. The reasons for the suspension;
 - b. Notification of the right to appeal in writing within 14 days to the Board or its designee;
 - c. The right to representation at all appeals;
 - d. The right to a hearing before the Board or its designee;
 - e. The right to request that the hearing be held in executive session; and
 - f. If the violation is one for which a student over age 16 may be permanently excluded, the possibility that the Principal may seek to permanently exclude the student if the student is convicted of or adjudicated a delinquent child for that violation.
7. The Board designates the Principal, as the individual designated as the superintendent in OEDS-R, as its representative at all hearings regarding the appeal of a suspension.

Students serving a suspension shall have the opportunity to complete any classroom assignment missed because of the suspension. Students will receive at least partial credit for a completed classroom assignment. The student's grade on the assignment may be reduced if submitted late pursuant to normal grading policies, provided, however, that the student will not receive a failing grade on a completed assignment solely due to the student's suspension.

The Board also authorizes the Principal to suspend a student from any or all co-curricular or extracurricular activities for misconduct in accordance with the Student Code of Conduct. The

length of suspension shall be determined by the Principal commensurate with the seriousness of the misconduct. Participation in extracurricular activities is a privilege and not a right. Accordingly, students prohibited from participating in all or part of any extracurricular activity are not entitled to notice, hearing, or appeal rights. The above due process rights likewise do not apply to in-school suspensions.

Expulsion

Only the Principal, as the individual designated as the superintendent in OEDS-R, may expel a student from the Academy. During the period of expulsion, the Academy may, but is not required to, continue educational services in an alternative setting.

The Principal may expel a student for up to 80 school days, or until the end of the semester or term if fewer than 80 school days remain, for serious misconduct in accordance with the Student Code of Conduct. This period may be extended an additional 80 school days or for the remainder of the school year a juvenile or criminal proceeding is pending at the time the initial expulsion terminates. If at the time of the expulsion, there are fewer than 80 school days remaining in the school year, the Principal may apply any remaining part or all of the period of the expulsion to the following school year.

A student shall be subject to a one-year mandatory expulsion if the student carries a firearm to the Academy, onto Academy property, or to any Academy activity. A student may also be expelled for up to one year for:

1. Bringing a firearm to an interscholastic competition, extracurricular event, or any other school program or activity that is not located on Academy property
2. Bringing a knife capable of serious bodily injury to the Academy, onto Academy property, or to an interscholastic competition, extracurricular event, or any other program or activity sponsored by the Academy or in which the Academy is a participant
3. Possessing a firearm, knife capable of serious bodily injury, or other dangerous weapon at the Academy, on Academy property, or at any Academy activity if the weapon was initially brought to the Academy or activity by another person
4. Committing an act that would be a criminal offense if committed by an adult that results in serious physical harm to people or property while the student is at the Academy, on Academy property, or at an interscholastic competition, extracurricular event, or any other program or activity sponsored by the Academy or in which the Academy is a participant
5. Making a bomb threat to the Academy or to any premises at which an Academy activity is occurring at the time of the threat

The Principal has the discretion to modify a one-year expulsion under the following specific circumstances:

1. A group of persons knowledgeable of the student's educational needs in accordance with the IDEA submits a recommendation;
2. The student was unaware that he or she was in possession of a firearm or knife capable of serious injury;

3. The student did not understand that the item he or she possessed was considered a firearm or knife capable of serious injury;
4. The student brought the item to the Academy as part of an educational activity and did not realize it would be considered a firearm or knife capable of serious injury; and
5. The student is eligible for participation in an alternative program.

For purposes of this policy, a firearm is defined as any weapon, including a starter gun, that is designed to or able to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, or any destructive device. A destructive device includes but is not limited to any explosive, incendiary, or poison gas, bomb, grenade, rocket with a propellant charge of more than four ounces, missile with an explosive or incendiary charge of more than a quarter ounce, mine, or other similar device. A knife capable of serious injury is defined as any cutting instrument consisting of at least one sharp blade.

When expelling a student, the Academy shall respect the following due process rights:

1. Prior to the imposition of the expulsion, the Principal shall give a written Notice of Intent to Expel to the student and student's parent, guardian, or custodian that includes the reasons for the intended expulsion, the time and place for a hearing, and, if the violation is one for which a student over age 16 may be permanently excluded, a statement that the Principal may seek to permanently exclude the student if the student is convicted of or adjudicated a delinquent child for that violation.
8. The Academy must provide the student and the student's parent, guardian, or custodian the opportunity to appear in person at a hearing before the Principal to challenge the reasons for the expulsion or otherwise explain the student's actions. The Academy must schedule a hearing for not less than three or more than five school days after the date of the written Notice of Intent to Expel, unless the period is extended at the request of the student or the student's parent, guardian, or custodian. The Academy must send written notice of any extension.
9. Within one school day after the expulsion is imposed, the Principal shall provide written notification of the expulsion to the student and student's parent, guardian, or custodian and to the Board. The notice must contain the following:
 - a. The reasons for the expulsion;
 - b. Notification of the right to appeal in writing within 14 days to the Board or its designee;
 - c. The right to representation at all appeals;
 - d. The right to a hearing before the Board or its designee;
 - e. The right to request that the hearing be held in executive session; and
 - f. If the student is age 16 or older and the violation is one for which a student over age 16 may be permanently excluded, the possibility that the Principal may seek to permanently exclude the student.

When the Principal expels a student for more than 20 days or for any period of time extending into the next semester or school year, the Academy shall provide, along with this notice, information about services or programs offered by public and private agencies that work

toward improving those aspects of the student's attitudes and behaviors that contributed to the incident giving rise to the expulsion. The information must include names, addresses, and phone numbers of the appropriate public and private agencies.

The Principal shall initiate expulsion proceedings with respect to any student who has committed an act warranting expulsion even if the student has withdrawn from the Academy for any reason after the incident that gives rise to the expulsion, but prior to the hearing or decision to expel the student.

Suspension and Expulsion of Students in Grades K-3

Students in grades K-3 may only be suspended for up to 10 days or expelled if the student has engaged in the behaviors listed above or as necessary to protect the immediate health and safety of the student, the student's classmates, classroom staff and teachers, or other Academy employees. Whenever possible, the Principal shall consult with a mental health professional prior to suspending or expelling a student in grades K-3. If the need for additional mental health services is indicated, the Principal will assist the student's parent with identifying appropriate services and service providers, provided that doing so does not create a financial burden on the Academy.

Emergency Removal

If, in the Principal's opinion, a student's presence at the Academy creates a health risk, presents a continuing danger to other persons or property, or seriously disrupts the functions of the Academy or the academic process, the Principal or a classroom teacher may remove the student from the classroom or the premises without notice or formal suspension or expulsion procedures. As soon as practicable, the classroom teacher shall submit to the Principal a written explanation of the reasons for such removal. Students in grades K-3 may only be removed under this subsection for the remainder of the school day and must be permitted to return to the Academy the following school day.

Except for the removal of students in grades K-3 who are returned to the Academy, the Academy must hold a hearing regarding the removal on the next school day. As soon as practicable, the Academy must provide the student with written notice of the hearing and the reason for the removal as soon as practicable prior to the hearing. The hearing shall be conducted as specified in the suspension section above, unless the student may be subject to expulsion. The individual who ordered, caused, or requested the emergency removal must be present at the hearing.

Permanent Exclusion

Any student who is 16 years of age or older and who has been convicted or adjudicated delinquent for committing the following offenses may be subject to permanent exclusion:

1. rape, gross sexual imposition, or felonious sexual penetration;
2. murder, manslaughter, or felonious or aggravated assault; or
3. complicity to commit any of the above offenses, regardless of where the complicity occurs.

Further, the Academy may seek to permanently exclude a student who is 16 years of age or older and who has been convicted of or adjudicated delinquent for the reason of the following offenses:

1. carrying a concealed weapon or conveying or possessing a deadly weapon or dangerous ordinance on Academy property or at an Academy activity;
2. possessing, selling, or offering to sell controlled substances on Academy property or at an Academy activity; or
3. complicity to commit any of the above offenses, regardless of where the complicity occurred.

This policy on permanent exclusion shall be posted in a central location in each Academy facility and shall be made available to students, upon request.

If the Principal has adequate evidence that a student should be permanently excluded under this policy, he or she shall submit a written recommendation with any required evidence and information to the Board. The Board must consider all evidence and take action within 14 days after receiving the Principal's recommendation. If the Board approves the recommendation, it shall submit its resolution, the name of its representative in this matter, and any required documents to the State Superintendent and provide a copy of the resolution to both the student and his or her parents. If the Board chooses not to take action, it shall notify the Principal, in writing, who shall notify both the student and his or her parents. If the State Superintendent rejects the Board's request, the Academy shall re-admit the student in accordance with statute and Board guidelines. If the State Superintendent acts on the Board's request, the Academy shall comply with the procedures described in R.C. 3313.66.

Any information regarding the permanent exclusion of a student shall be included in the student's official records and in any records sent to a school that requests the student's records. When the permanently excluded student reaches the age of 22 or when the permanent exclusion is revoked, the Academy shall remove and destroy all references to the exclusion from the student's file.

Prohibition on Corporal Punishment

All Academy teachers and staff are prohibited from inflicting or causing to be inflicted corporal punishment as a means of discipline. Academy employees may, however, use and apply such amount of force and restraint as is reasonable and necessary to quell a disturbance that threatens physical injury to others, to obtain possession of weapons or other dangerous objects, for self-defense, or for protection of persons and property.

Date Adopted: _____

Student Code of Conduct

The Academy expects all students to respect each other, the Academy, teachers and other employees, and the rules of the Academy. All students are expected to conform to the Code of Conduct while at the Academy, on Academy premises, at Academy activities or functions, regardless of location, and on transportation to and from the Academy, if the transportation is paid for or provided by the Academy. Students may be subject to discipline for violations of the Student Code of Conduct even if the conduct off of Academy premises, provided that the conduct is connected to Academy activities, incidents that have occurred on Academy property, or is directed at Academy staff, students, or governing authority members.

Autism Academy of Learning recognizes that the Academy's population is predominantly composed of students on the autism spectrum. Discipline for these students and any other student with a disability will be conducted in accordance with the Academy's "Discipline of Students with Disabilities" policy and in compliance with applicable federal and state laws, rules, and regulations.

Set forth below are examples of conduct that may result in disciplinary action:

- Academic misconduct, including plagiarism and other acts of dishonesty or falsification
- Failing to complete homework in a timely manner
- Refusing to follow teacher or staff instructions or violating classroom rules
- Disruptive or disorderly behavior, including any conduct that causes or results in the breakdown of the orderly process of instruction or Academy activities
- Harassment, intimidation, or bullying, including the use of insulting, harassing, or degrading language or gestures toward Academy staff or students
- Using obscene, abusive, profane, or otherwise inappropriate language, whether written or verbal
- Dress code violations
- Using any electronic devices, including cell phones, without approval on Academy property during the school day
- Gang-related activity
- Lying
- Inappropriate physical contact, including fighting, pushing, hurting, or otherwise inappropriately touching other students or Academy staff
- Any action that could result in harm to other students or Academy staff
- Leaving the Academy premises without permission
- Sale, use, possession, or distribution, or attempt thereof, of tobacco products, including e-cigarettes, vaping devices, or any other electronic nicotine delivery system, or of alcohol or other intoxicating substances, illegal drugs, or controlled substances
- Defacing, destroying, or stealing any Academy property or property of Academy staff, students, or visitors
- Arson, or attempt to commit arson
- Sexual harassment, assault, or imposition of Academy staff, students, or visitors

The following are examples of serious misconduct for which disciplinary action that will result in at least a disciplinary suspension and which may result in a one-year discretionary expulsion:

- Making a bomb threat to the Academy or to any premises at which an Academy activity is occurring at the time of the threat
- Committing an act that would be a criminal offense if committed by an adult and that results in serious physical harm to people or property
- Bringing a knife capable of serious bodily injury or other dangerous weapon to the Academy, onto Academy property, or to any Academy activity
- Bringing a firearm, knife capable of serious bodily injury, or other dangerous weapon to an interscholastic competition, event, or activity that is located at a school or on a school's property
- Possessing a firearm, knife capable of serious bodily injury, or other dangerous weapon at the Academy, on Academy property, or at any Academy activity even if the weapon was initially brought to the Academy or activity by another person

A student will be subject to a one-year mandatory expulsion if the student carries a firearm to the Academy, onto Academy property, or to any Academy activity

Date Adopted: _____

Discipline of Students with Disabilities

The Academy shall comply with federal and state laws regarding discipline, suspension, and expulsion of students with disabilities. The Principal will follow the guidelines below and ensure they are used properly when disciplining any student with a disability.

Autism Academy of Learning recognizes that the Academy's population is predominantly made up of students on the autism spectrum. Children with autism typically exhibit some degree of challenging behaviors. The Academy strives to minimize difficult behavior through the provision of a structured, supportive environment, sensory-based intervention, appropriate services, and supports that are individualized to each child. As students better learn to cope, communicate, and make personal decisions, their levels of frustration will be lowered, thus eliminating or reducing the occurrence of many negative behaviors.

To this end, individualized education plans will include interventions, supports, and services to be used to address behavior, when appropriate. If a particular student exhibits challenging behaviors repeatedly, a functional behavioral analysis will be conducted to learn more about why the behaviors are occurring. The student's IEP team, along with parents, will develop positive behavior plans to best address the situation.

Removals for Not More Than 10 Days

The Academy may unilaterally remove a student with a disability who violates the Student Code of Conduct from the student's current placement for not more than 10 school days. This option may be used only if the disciplinary action is consistent with actions taken against non-disabled students. The Academy may place students removed for not more than 10 days in an appropriate interim alternative educational setting ("IAES"), if applicable, in another setting, or may suspend them. Removals for not more than 10 days are not considered a "change of placement" and the Academy is not obligated to provide services to students during those removals.

The Academy may remove a student for either a single removal of 10 consecutive school days or a series of shorter-term removals over the course of the school year that do not accumulate to more than 10 school days during a given school year, provided that those removals do not constitute a pattern of removals and therefore, a change of placement. An IEP meeting is not required when a removal is not a change of placement. However, if one or more IEP team members believe that the student's behavior plan should be modified, the team shall meet to modify the plan and its implementation to the extent the team determines necessary.

Change of Placement

A change of placement occurs if a student is removed for more than 10 consecutive school days or if a student is subjected to a series of removals that accumulate to more than 10 school days or that constitute a pattern of removals. The Academy shall conduct a Manifestation Determination Review ("MDR") to examine a student's behavior before imposing disciplinary consequences that would amount to a change of placement.

If a change of placement occurs after the MDR, then the Academy must notify the parents of that decision. This notice must inform the parents of all the procedural safeguards accorded under

the law. These safeguards include the MDR, a right to receive services, and a continuation of services for a free appropriate public education. The Academy must provide services that:

- enable the student to continue to participate in the general education curriculum in another setting; and
- enable the student to progress toward meeting the goals set out in the student's IEP.

Manifestation Determination Review

The purpose of the MDR is to determine whether a student's disability caused, influenced, or otherwise impacted the behavior in question. To make this determination, the student's IEP team is required to review certain information and determine whether the behavior causing the disciplinary infraction is or is not a manifestation of the student's disability. The MDR is not required for disciplinary removals that do not constitute a change of placement.

No later than the date of the decision to take disciplinary action that may constitute a change of placement, the Academy must notify the parents of that decision and of all available procedural safeguards, including the MDR. The Academy and the parents shall determine which members of the IEP team are relevant to conduct the MDR. The team will review all relevant information in the student's file to determine whether the conduct in question was caused by, or had a direct and substantial relationship to, the Student's disability or was the direct result of the Academy's failure to implement the IEP. If the team determines that either condition is applicable for the student, it must determine that the conduct is a manifestation of the student's disability.

If the team determines that the behavior was a manifestation of the student's disability, the full IEP team must meet the following requirements:

- conduct a functional behavior assessment ("FBA") and implement a behavior intervention plan for the student, unless the School conducted an FBA prior to the MDR;
- if the IEP team already developed a behavior intervention plan, it must review and modify the plan as necessary to address the behavior; and
- return the student to the placement from which he or she was removed, unless an exception applies.

If the team determines that the behavior was NOT a manifestation of the disability, the School may discipline the student using the relevant disciplinary procedures applicable to non-disabled students, in the same manner and for the same duration, while continuing to provide appropriate services to the student.

If a student's behavior was not a manifestation of the disability, the School will still take steps to attend to the student's behavior. The Student must conduct an FBA, if appropriate, and provide behavioral intervention services and modifications designed to address the behavior violation in order to attempt to prevent a reoccurrence.

Exceptions to the MDR Requirement

The Academy may remove a student to an IAES for up to 45 school days, without a prior MDR or IEP meeting, when a student:

- carries or possesses a weapon, defined for purposes of this policy as a device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except that the term does not include a pocketknife with a blade of less than 2.5 inches in length;
- knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance; or
- has inflicted serious bodily injury on another person.

This authority can be exercised if a student commits any of the offenses described above at the Academy, on Academy premises, or at an Academy function.

The IEP team will meet subsequent to the unilateral placement in an IAES and must determine what the permanent setting will be, take steps to modify the student's IEP, as appropriate, provide appropriate behavioral intervention services and modifications designed to address the behavior violation to prevent reoccurrence, and continue to provide the student with educational services to enable the student to participate in the general education curriculum and to progress toward his or her IEP goals.

The Academy is still required to conduct an MDR, but it can occur after the removal to the 45-day setting. If the conduct is determined to be a manifestation of the student's disability, the Academy must still meet all of the requirements outlined above for the MDR, except that the student stay in the alternative placement for 45 school days, regardless of the outcome.

Due Process Complaint

Parents or guardians who disagree with any decision regarding placement or the outcome of an MDR may appeal the decision by filing a due process complaint and may request an expedited due process hearing.

The Academy may also request a hearing to change a student's placement if the Academy believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. Under those circumstances, the hearing officer may order a change in placement of a student with a disability to an IAES for a period of up to 45 school days if the hearing officer agrees with the Academy's assessment.

During any due process proceedings, the student's placement, through a disciplinary action, shall not change unless the parents and the Academy agree otherwise, or upon admission to the Academy and parental consent. The Academy may change the student's placement when taking disciplinary actions that constitute a change of placement against students with disabilities or students who may be eligible for IDEA services.

If a student has been placed in an IAES, the student will remain in the IAES chosen by the Academy pending the hearing officer's decision or until the time period expires, whichever occurs first, unless the parents and the Academy agree otherwise. An expedited hearing will be arranged during an IAES appeal and will occur within 20 days of the hearing request. The hearing officer must make a determination within 10 school days after the hearing.

Discipline of Students on Section 504 Plans

Students on Section 504 Plans shall be generally afforded the same due process related to any proposed change in placement as provided to other students with disabilities. The Academy, however, may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any student on a Section 504 Plan who currently is engaging in the illegal use of drugs or in the use of alcohol to the same extent that such disciplinary action is taken against non-disabled students. Emergency removal of a student on a Section 504 Plan from his or her current placement may take place through parental agreement to an interim placement or through injunctive relief from a court, when the current placement presents a substantial likelihood of resulting in injury to the student or others.

Date Adopted: _____

Positive Behavioral Interventions and Supports

This policy governs the use of positive behavioral methods and emergency safety interventions, including seclusion and restraint. Any use of emergency safety interventions that does not meet the requirements set forth below is prohibited.

I. Definitions

Aversive Behavioral Interventions: an intervention that is intended to induce pain or discomfort to a student for the purpose of eliminating or reducing maladaptive behaviors, including interventions such as application of noxious, painful, or intrusive stimuli, spray, inhalants, or tastes.

Chemical Restraint: a drug or medication used to control a student's behavior or restrict freedom of movement that is not prescribed, or not administered as prescribed, by a licensed physician or other qualified health professional acting under the scope of the professional's authority under state law for the standard treatment of a student's medical or psychiatric condition.

De-escalation Techniques: strategically employed verbal and non-verbal interventions used to reduce the intensity of threatening behavior before a crisis situation occurs.

Functional Behavior Assessment (FBA): is a collaborative problem-solving process used to describe the function or purpose that is served by a student's impeding behavior and to assist directly in designing educational programs and developing behavior plans with a high likelihood of success.

Mechanical Restraint: any method of restricting a student's freedom of movement, physical activity, or normal use of the student's body using an appliance or device manufactured for this purpose, unless it is a device used by trained school personnel or by a student for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed, including (a) restraints for medical immobilization; (b) adaptive devices or mechanical supports used to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports; or (c) vehicle safety restraints when used as intended during the transport of a student in a moving vehicle.

Parent: (a) a biological or adoptive parent; (b) a guardian generally authorized to act as the child's parent or authorized to make decisions for the child (but not the State if the child is a ward of the State); (c) an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative, with whom the child lives; (d) an individual who is legally responsible for the child's welfare; (e) a surrogate parent who has been appointed in accordance with O.A.C. 3301-51-05(E); or (f) any person identified in a judicial decree or order as the child's parent or the person with authority to make educational decisions on behalf of the child.

Physical Escort: the temporary touching or holding of the hand, wrist, arm, shoulder, waist, hip, or back for the purpose of inducing a student to move to a safe location.

Physical Restraint: the use of physical contact that immobilizes or reduces the ability of a student to move his or her arms, legs, body, or head freely, but that does not include a physical escort, mechanical restraint, chemical restraint, or brief but necessary physical contact for the purposes of (a) breaking up a fight; (b) knocking a weapon away from student's possession; (c) calming or comforting; (d) assisting a student in completing a task if the student does not resist the contact; or (e) preventing an impulsive behavior that threatens the student's immediate safety.

Positive Behavior Interventions and Supports (PBIS): a school-wide systematic approach that (a) embeds evidence-based practices and data driven decision-making in order to improve school climate and culture and achieve improved academic and social outcomes and increased learning for all students, and (b) encompasses a wide range of systemic and individualized positive strategies to reinforce desired behaviors, diminish reoccurrences of challenging behaviors, and teach appropriate behavior to students.

Positive Behavior Support Plan: the design, implementation, and evaluation of individual or group instructional and environmental modifications, including programs of behavioral instruction, to produce significant improvements in behavior through skill acquisition and the reduction of problematic behavior.

Prone Restraint: physical or mechanical restraint while a student is in a face down position.

Seclusion: involuntary isolation of a student in a room, enclosure, or space from which the student is prevented from leaving by physical restraint or by a closed door or other physical barrier.

Student: a child or adult aged three to twenty-one enrolled in the School.

Student Personnel: teachers, administrators, counselors, social workers, school resource officers, teachers' aides, psychologists, bus drivers, or other school staff who interact directly with students.

Timeout: a behavioral intervention in which a student, for a limited and specified time, is separated from the class within the classroom or in a non-locked setting for the purpose of self-regulating and controlling his or her behavior, but is not physically restrained or prevented from leaving the area by physical barriers.

II. Creation of Positive Behavioral Intervention and Supports (PBIS)

The School shall establish an evidence-based schoolwide system of positive behavioral interventions and supports that will apply in all settings to all students and staff. The system shall include family involvement.

The School shall train staff to identify conditions under which specific inappropriate behavior may occur and conduct preventive assessments that include (1) a review of existing data; (2) interviews with parents, family members, and students; and (3) examination of previous and existing behavioral intervention plans.

Based on assessment data, the School shall develop and implement preventative behavioral interventions that modify the environmental factors that escalate the inappropriate behavior, support the attainment of appropriate behavior; and use verbal de-escalation to defuse potentially violent dangerous behavior.

III. Prohibited Practices

The following practices are prohibited under all circumstances, including emergency safety situations:

- A. Prone restraint;
- B. Corporal punishment;
- C. Child endangerment as defined in R.C. 2919.22;
- D. Seclusion or restraint of preschool students, if any;
- E. Deprivation of basic needs;
- F. Restraint that unduly risks serious harm or needless pain to the student, including the intentional, knowing, or reckless use of any of the following:
 - 1 Any method that is capable of causing loss of consciousness or harm to the neck or restricting breathing in any way;
 - 2. Pinning down with knees to torso, head, or neck;
 - 3. Using pressure points, pain compliance, or joint manipulation techniques;
 - 4. Dragging or lifting by a student's hair or ear or by any type of mechanical restraint;
 - 5. Using students or untrained staff to assist with the hold or restraint; or
 - 6. Securing a student to another student or to a fixed object;
- G. Any physical restraint that impacts the student's primary mode of communication;
- H. Mechanical or chemical restraints;
- I. Aversive behavioral interventions; or
- J. Seclusion of students in a locked room.

IV. Restraint and Seclusion

Restraint may be used only in a manner that is age and developmentally appropriate, when there is an immediate risk of physical harm to the student or to others, when no other safe and effective intervention is possible, and when performed by trained staff, except in rare and unavoidable emergency situations in which trained staff are not immediately available.

Seclusion shall only be used if it is a last resort for the student to regain control, it is age and developmentally appropriate, there is an immediate risk of physical harm to the student or others; and there is no other safe and effective intervention. Seclusion shall not be used as a substitute for an education program, less restrictive alternatives, inadequate staffing, staff training in PBIS and crisis prevention and intervention. Seclusion shall not be used a form of discipline or punishment, a means to coerce or retaliate, or in a manner that endangers the students. The room or area used for seclusion may not be locked and must provide for adequate space, lighting, ventilation, visibility, and safety of students.

Staff must:

- A. Be appropriately trained to protect the care, welfare, dignity, and safety of the student;
- B. Continually observe the student in restraint or seclusion for indications of physical or mental distress and seek immediate medical assistance if there is a concern;

- C. Use verbal strategies and research-based de-escalation techniques in an effort to help the student regain control as quickly as possible;
- D. Remove the student from physical restraint or seclusion as soon as the immediate risk of physical harm to self or others has dissipated;
- E. Conduct a de-briefing with all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
- F. Complete all required reports and document staff observations of the student.

V. Functional Behavioral Assessment

If the student repeatedly engages in dangerous behavior that leads to instances of restraint and/or seclusion, the School shall conduct an FBA to identify the student's needs and more effective ways of addressing those needs. If necessary, this FBA should be used to develop a behavioral intervention plan (BIP) that incorporates appropriate positive behavioral interventions. The use of an FBA or BIP does not necessarily mean the student is considered a student with disabilities; FBAs and BIPs may be used for any student.

VI. Training and Professional Development

The School shall annually train all student personnel on the requirements of this policy and shall keep written or electronic documentation of the type of training and the participants. The School shall have a plan for training student personnel, as necessary, to implement PBIS on a system-wide basis. The School shall ensure that an adequate number of personnel in each building are trained in crisis management and de-escalation techniques, and that their training is kept current.

VII. Required Data and Reporting

Staff shall document each use of seclusion or restraint and report it to the Executive Director and the parents immediately. The School must create a written report of the incident, which shall be given to the parent within 24 hours of the incident and placed in the student's file. This report is subject to the Family Educational Rights and Privacy Act (FERPA). The School shall report information regarding its use of seclusion and restraint annually, and upon request, to the Ohio Department of Education.

The School shall make this policy available to parents annually and shall post this policy on its website.

VIII. Monitoring and Complaint Procedures

The School shall establish a procedure for parents to submit written complaints regarding an incident of seclusion or restraint. The Executive Director must investigate every complaint and respond to the parent in writing within 30 days after the complaint is filed. Parents of students with disabilities may choose to file a complaint with the Ohio Department of Education, Office of Exceptional Children, in accordance with the complaint procedures available concerning students with disabilities.

Date Adopted: _____

ATTACHMENT 6.12 ADMISSIONS POLICY

1. Admissions and enrollment policy and procedures, including:
 - a. Specification that the school will not discriminate in its admission of students on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability, or measurement of achievement or aptitude (unless at-risk limitations apply)
 - b. Specification that the School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3314.64 or 3313.65, except that the School may limit to:
 - i. Students who have obtained a specific grade level or are within a specific age group,
 - ii. Students who meet the definition of “at risk,” or
 - iii. Residents of a specific geographic area
 - c. Wait list and lottery procedures
2. Enrollment and attendance policy, which must require that parents notify the community school in which their child is enrolled when there is a change in the parent’s or student’s primary residence
3. Student residency and address verification policy, which must requires schools to verify the address of enrolling students and annually verify the residency of attending students, and must specify the number and type of documents to be used for residency verification
4. Open Enrollment Policy, if applicable
5. At-Risk Definitions, including gifted, if applicable

NOTE: Any change in the admissions or enrollment policies must be reported in writing to the Sponsor within five (5) business days.

Admissions

The Autism Academy of Learning serves grades K-12 and is open to any student entitled to attend school pursuant to R.C. 3313.64 or 3313.65. The School will not discriminate in admission on the basis of race, color, national origin, religion/creed, disability, sex, or any other protected characteristic. The School will not limit admission based on intellectual ability, measures of achievement or aptitude, or athletic ability. Upon admission of any student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

Lottery Standards

The School will limit enrollment to the capacity of its programs, classes, age/grade levels, and facilities. If there are more eligible applicants than spaces for any given grade or age grouping, students shall be admitted by lottery from all those submitting applications. See Procedures for Conducting the Lottery. Preference will be given to students attending the School the previous year, students who reside in the district in which the School is located, and to siblings of students attending the School the previous year. Preference may also be given to students who are the children of full-time staff members employed by the School, provided the total number of students receiving this preference is less than five percent of the School's total enrollment.

Enrollment

Upon notification by the School of an opening, parents must submit a completed enrollment packet within 14 calendar days. The student's name will be returned to the lottery pool if an enrollment packet is not submitted within 14 days or if the student's parents are not able to be contacted at the home address or phone number provided on the application form. Parents of children on the waiting list are required to update contact information as appropriate and to notify the School if the student is no longer interested in remaining on the waiting list.

If a parent fails to timely submit a completed enrollment packet, the School will send the parent a request for updated information confirming contact information and the student's continued interest in remaining on the waiting list. If parents do not respond to this request within 14 days, the School will send a second letter to notify the student's parent that the School has not received the requested information, and that the parent has an additional 14 days to contact the School. If the parent has still not contacted the School after that 14-day period, the School will send the parents a certified letter notifying them that the School has made two previous attempts to contact them and that, if the parent does not contact the School within 10 days after the postmark of the certified letter, the child's name will be removed from the School's roster and the lottery/waiting list process.

Before starting school, the student must provide a completed enrollment packet, which includes:

- Student information sheet
- Student biography sheet (optional)

- Birth certificate (or acceptable alternative)
- Proof of residency
- Release of Educational Records
- Previous school records, including IEP and MFE, if applicable
- Custody papers or court orders, if applicable
- Immunization records
- Emergency medical authorization
- Transportation form, if applicable
- Entrance agreement
- Funding eligibility form
- Reinforcer Assessment (optional)
- Parental Assessment (optional)

The student must also submit the following documents prior to participation in the Adaptive Aquatics Program:

- Parent permission slip
- Physician authorization
- Release of liability

The School will make a request for records from the student's previous school within 24 hours of receipt of a completed enrollment packet. If the School does not receive the records within five business days, the School will make a second request and the Principal will contact the school directly. If the School does not receive the records within 14 days after the second request or the student does not provide a birth certificate or acceptable alternative, the Principal shall notify local law enforcement of this fact and the possibility that the student may be a missing child.

The School will not deny admission to a child placed in a foster home, group home, or other residential care facility solely because the child does not present a birth certificate or acceptable alternative. Any such child shall provide the necessary documentation to the School within 90 days after the child is admitted to the School.

Proof of Residency

The School admits students residing statewide. A child shall be admitted to the School as a student if the child's parent resides in the School's admissions area. Residency is not determined solely by where the parents own or rent a home or an apartment, but rather by where the primary residence is and where substantial family activities take place. Upon a change in the location of the parent's or student's primary residence, the parent is required to notify the School and provide updated proof of residency. All custody or court orders pertaining to the family or student must be turned in when requested, or upon admission.

The student must establish proof of residency on or before the student's first day of school. Proof of residency can be established with any one of the following documents, provided the document is current, in the parent's name, and includes a street address:

- A deed, mortgage, lease, current homeowner's or renter's insurance declaration page, or current real property tax bill;
- A utility bill or receipt of utility installation issued within 90 days of enrollment;
- A paycheck or paystub issued to the parent or student within 90 days of enrollment that includes the street address of the parent's or student's primary residence;
- The most current available bank statement issued to the parent or student that includes the street address of the parent's or student's primary residence; or
- Any other official document issued to the parent or student that includes the street address of the parent's or student's primary residence and as approved by the Ohio Superintendent of Public Instruction.

If the School and parent disagree as to residency status, the Superintendent of Public Instruction shall determine the public school in which the student may enroll. If the School and the student's home district (district of residency) disagree about residency, this policy shall supersede any policy concerning the number of documents for initial residency verification adopted by the student's home district. If the district of residence challenges the student's residency, the Director shall make a good faith effort to identify the student's accurate residence and provide the district with documentation of the student's residency.

The Board shall review residency records of enrolled students on a monthly basis. Upon initial enrollment and annually thereafter, the Board shall verify to the Ohio Department of Education the student's home district.

Placement

The Autism Academy of Learning is open to all students entitled to attend school in Ohio, however, its mission is to provide programming designed around the needs of students with autism spectrum disorder. To that end, the School requests that parents of new students participate in an information session with the Administrative Team to discuss the educational goals of the family and the School as part of the enrollment process. The purpose of the session is to assist parents in making an informed choice for their child's education and to assist the School to make an appropriate classroom placement. The Director of Education will also make a home visit and current school placement visit, when possible, and the child will have the opportunity to visit the School for a support service evaluation.

ATTACHMENT 6.13 ATTENDANCE POLICIES

1. Attendance and Participation Policies, including any policy or procedures for non-classroom learning opportunities
2. Truancy Policy, including both the 105 hour automatic withdrawal procedures for students prior to November 1, 2018 and the 72 hour automatic withdrawal procedures for students after that date

NOTE: The School's attendance and participation records shall be made available, upon request, to the Ohio Department of Education, Auditor of State, and Sponsor, to the extent permitted by 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA), section 3319.321, and any applicable rule or regulations thereto.

Student Attendance and Truancy

The Autism Academy of Learning sets high expectations for consistency in school attendance to allow for maximum student learning and maintenance of skills. Additionally, regular attendance is important for the development of positive work habits, positive behavior and minimal regression of a wide variety of skills. The AAL is committed to encouraging its students and families to take full advantage of the educational opportunities it provides to every student.

The school suffers financially when students are absent. The school's rating by the Department of Education is also negatively affected by an overall student attendance rate that does not meet the state standard. It is the legal responsibility of the AAL to enforce the Ohio State Compulsory Attendance laws.

Truant students are those who are absent from the school day or portions thereof, without valid cause. The AAL shall consider valid cause in accordance with the Ohio Administrative Code's definitions below.

Ohio Administrative Code defines "excused absences" as follows:

Personal Illness	Illness in the family	Quarantine of the home
Death of a relative	Medical/Dental appointment	Observance of religious holidays
College visitation		
Emergency or other set of circumstances (to be determined by Principal or designated school official)		

"Unexcused absences" are any absences not identified by the definitions listed above. "Tardiness" is defined as arriving to school more than ten minutes past the student's start time.

A "partial day" is defined as a student not being present at school for the start of the student's normal school day and hours missed is tracked from the nearest full hour upon the student's arrival.

The AAL recognizes that students may be absent from school for valid reasons, such as illness, family illness or death, recovery from an accident, quarantine in a child's home, religious observance, medical/dental appointments, or other circumstances that warrant concern to the parent for the health or safety of the student.

In accordance with the Student Attendance and Truancy Policy, parents are to notify the school office as early as possible of student absence or tardiness.

A written note must be sent with the student explaining the absence or tardiness when he/she is returning to school from an absence even if the school was contacted by phone.

If a written note is not sent to the school, the student's absence will be marked as unexcused. In accordance with Ohio Administrative Code 3301-69-02 Section (B)(2) students who are absent for 3 consecutive days must have a doctor's note. Parents will be required to submit a written statement from a physician/mental health professional in order for absences to be excused after 7 calendar days absent due to illness within one grading period. Any absences due to illness beyond 7 calendar days in a grading period without a written statement from a physician/mental health professional will be counted as unexcused and will be subject to applicable truancy proceedings.

The Principal shall be responsible for keeping accurate, up-to-date student attendance records of all students of the AAL, and for ensuring the school has appropriate family information that will allow for parents/guardians/caregivers to be contacted. Teachers will maintain and verify written logs of daily attendance of students within their classrooms. These records will then be reviewed and signed by the principal and kept in chronological order in the main office.

On request of the Board, the School's attendance officer, or other appropriate officer, shall examine any case of supposed truancy and shall warn the student and his/her parent/guardian/caregiver in writing of the legal consequences for being truant. If the student is not attending school, the attendance officer, or other appropriate officer, will notify the parent/guardian/caregiver that the student is to attend school immediately. If the parent/guardian/caregiver fails to have the student attend school, the attendance officer, or other appropriate officer, may require the parent/guardian/caregiver to attend an educational program described above.

Excessively absent. A student will be deemed to be excessively absent if the student is absent with or without legitimate excuse from school for thirty-eight (38) or more hours in one school month, or sixty-five (65) or more hours in a school year.

If a student is excessively absent, the attendance officer will notify the student's parent/guardian/caregiver in writing within seven (7) days after the date that triggered the notice requirement. At this same time, the School may take any of the intervention strategies outlined below to encourage attendance.

Habitually truant. A student will be deemed "habitually truant" if he or she is absent from school without a legitimate excuse for thirty (30) or more consecutive hours, forty-two (42) or more hours in a school month, or seventy-two (72) or more hours in a school year.

If a student surpasses the threshold for a habitual truant, the Principal shall assign the student to an absence intervention team. Within fourteen (14) school days after the assignment, the team shall develop an intervention plan for that student in an effort to reduce or eliminate further absences. Each plan shall be based upon the individual needs of the student but shall state that the attendance officer shall file a complaint with juvenile court within sixty-one (61) days after the plan is implemented if the student refuses to participate in, or fails to make satisfactory progress on, the intervention plan. Within seven days of making the plan, the School shall make reasonable efforts to provide the student's parent/guardian/caregiver written notice of the plan.

Intervention team. The Principal will establish the absence intervention team. Membership of the team will vary based upon the needs of the individual student but must include: a representative from the School, another representative from the School who knows the student, and the student's parent/guardian/caregiver. The team may also include a school psychologist, counselor, social worker, or representative of a public or nonprofit agency designed to assist students and their families in reducing absences. The Principal will make at least three (3) meaningful, good faith attempts to secure the participation of the student's parent/guardian/caregiver. If the parent/guardian/caregiver responds to any of those attempts, but is unable to participate for any reason, the School will inform the parent/guardian/caregiver of the right to participate by designee. If seven school days pass and the student's parent/guardian/caregiver fails to respond to attempts to secure participation, the School will:

1. Investigate whether the failure to respond triggers mandatory reporting to the public children services agency in which the student resides; and
2. Instruct the absence intervention team to develop an intervention plan for the student notwithstanding the absence of the student's parent/guardian/caretaker.

Educational program. If the Board determines a student has been truant and the parent/guardian/caregiver has failed to cause the student's attendance, the Board may require the parent/guardian/caregiver to attend an educational program established pursuant to rules adopted by the State Board of Education for the purpose of encouraging parental involvement in compelling school attendance.

Intervention Strategies. The Board will develop intervention strategies to encourage attendance. These strategies will be developed through consultation with the judge of the juvenile court in which the School is located, with parent/guardians/caregivers of students in the school, and appropriate state and local agencies. These strategies will include the following actions:

- Providing a truancy intervention plan for any student who is excessively absent from

school;

- Providing counseling for a student who is habitually truant;
- Requesting or requiring a parent/guardian/caregiver to attend parental involvement programs;
- Requesting or requiring a parent/guardian/caregiver to attend truancy prevention mediation programs;
- Notification with the register of motor vehicles; and
- Taking any and all legal action permissible Ohio law.

Mandatory withdrawal. Prior to November 1, 2018, any student who fails to participate in 105 consecutive hours of learning opportunities without legitimate excuse will be automatically withdrawn. Effective November 1, 2018, any student who fails to participate in 72 consecutive hours of learning opportunities without legitimate excuse will be automatically withdrawn. Otherwise, a parent may withdraw a student voluntarily by signing a Voluntary Withdrawal form.

Reporting. As soon as practicable, the School shall report to the Ohio Department of Education upon any of the following occurrences:

- Whenever notice is sent to a parent/guardian/caregiver that a student is excessively truant.
- When a student has been absent without legitimate excuse for thirty (30) or more consecutive hours, forty-two (42) or more hours in one school month, or seventy-two (72) or more hours in a school year.
- When a student is adjudicated an unruly child for being a habitual truant violates the court order regarding that adjudication.
- When an intervention plan has been implemented for a student.

R.C. 3321.19, 3321.191



April 1st, 2019

The Autism Academy of Learning provides non-classroom learning opportunities through field trips vocational programs for students who are of age. Our procedure for monitoring attendance for these non-classroom opportunities is by staff filling out an attendance sheet prior to leaving the building and upon returning documenting what students are here and not here.

Sincerely,

Jim Jones, M.Ed.
Principal



rcro Dr. Toledo, Ohio 43607 Phone: (419) 865-7487 Fax: (419) 865-8360

September 13, 2018

The Autism Academy of Learning provides non-classroom learning opportunities through field trips vocational programs for students who are of age. Our procedure for monitoring attendance for these non-classroom opportunities is by staff filling out an attendance sheet prior to leaving the building and upon returning documenting what students are here and are not here.

Sincerely,

Jim Jones, M.Ed.
Principal

Student Attendance and Truancy

The Autism Academy of Learning sets high expectations for consistency in school attendance to allow for maximum student learning and maintenance of skills. Additionally, regular attendance is important for the development of positive work habits, positive behavior and minimal regression of a wide variety of skills. The AAL is committed to encouraging its students and families to take full advantage of the educational opportunities it provides to every student.

The school suffers financially when students are absent. The school's rating by the Department of Education is also negatively affected by an overall student attendance rate that does not meet the state standard. It is the legal responsibility of the AAL to enforce the Ohio State Compulsory Attendance laws.

Truant students are those who are absent from the school day or portions thereof, without valid cause. The AAL shall consider valid cause in accordance with the Ohio Administrative Code's definitions below.

Ohio Administrative Code defines "excused absences" as follows:

Personal Illness	Illness in the family	Quarantine of the home
Death of a relative	Medical/Dental appointment	Observance of religious holidays
College visitation		
Emergency or other set of circumstances (to be determined by Principal or designated school official)		

"Unexcused absences" are any absences not identified by the definitions listed above. "Tardiness" is defined as arriving to school more than ten minutes past the student's start time.

A "partial day" is defined as a student not being present at school for the start of the student's normal school day and hours missed is tracked from the nearest full hour upon the student's arrival.

The AAL recognizes that students may be absent from school for valid reasons, such as illness, family illness or death, recovery from an accident, quarantine in a child's home, religious observance, medical/dental appointments, or other circumstances that warrant concern to the parent for the health or safety of the student.

In accordance with the Student Attendance and Truancy Policy, parents are to notify the school office as early as possible of student absence or tardiness.

A written note must be sent with the student explaining the absence or tardiness when he/she is returning to school from an absence even if the school was contacted by phone.

If a written note is not sent to the school, the student's absence will be marked as unexcused. In accordance with Ohio Administrative Code 3301-69-02 Section (B)(2) students who are absent for 3 consecutive days must have a doctor's note. Parents will be required to submit a written statement from a physician/mental health professional in order for absences to be excused after 7 calendar days absent due to illness within one grading period. Any absences due to illness beyond 7 calendar days in a grading period without a written statement from a physician/mental health professional will be counted as unexcused and will be subject to applicable truancy proceedings.

The Principal shall be responsible for keeping accurate, up-to-date student attendance records of all students of the AAL, and for ensuring the school has appropriate family information that will allow for parents/guardians/caregivers to be contacted. Teachers will maintain and verify written logs of daily attendance of students within their classrooms. These records will then be reviewed and signed by the principal and kept in chronological order in the main office.

On request of the Board, the School's attendance officer, or other appropriate officer, shall examine any case of supposed truancy and shall warn the student and his/her parent/guardian/caregiver in writing of the legal consequences for being truant. If the student is not attending school, the attendance officer, or other appropriate officer, will notify the parent/guardian/caregiver that the student is to attend school immediately. If the parent/guardian/caregiver fails to have the student attend school, the attendance officer, or other appropriate officer, may require the parent/guardian/caregiver to attend an educational program described above.

Excessively absent. A student will be deemed to be excessively absent if the student is absent with or without legitimate excuse from school for thirty-eight (38) or more hours in one school month, or sixty-five (65) or more hours in a school year.

If a student is excessively absent, the attendance officer will notify the student's parent/guardian/caregiver in writing within seven (7) days after the date that triggered the notice requirement. At this same time, the School may take any of the intervention strategies outlined below to encourage attendance.

Habitually truant. A student will be deemed "habitually truant" if he or she is absent from school without a legitimate excuse for thirty (30) or more consecutive hours, forty-two (42) or more hours in a school month, or seventy-two (72) or more hours in a school year.

If a student surpasses the threshold for a habitual truant, the Principal shall assign the student to an absence intervention team. Within fourteen (14) school days after the assignment, the team shall develop an intervention plan for that student in an effort to reduce or eliminate further absences. Each plan shall be based upon the individual needs of the student but shall state that the attendance officer shall file a complaint with juvenile court within sixty-one (61) days after the plan is implemented if the student refuses to participate in, or fails to make satisfactory progress on, the intervention plan. Within seven days of making the plan, the School shall make reasonable efforts to provide the student's parent/guardian/caregiver written notice of the plan.

Intervention team. The Principal will establish the absence intervention team. Membership of the team will vary based upon the needs of the individual student but must include: a representative from the School, another representative from the School who knows the student, and the student's parent/guardian/caregiver. The team may also include a school psychologist, counselor, social worker, or representative of a public or nonprofit agency designed to assist students and their families in reducing absences. The Principal will make at least three (3) meaningful, good faith attempts to secure the participation of the student's parent/guardian/caregiver. If the parent/guardian/caregiver responds to any of those attempts, but is unable to participate for any reason, the School will inform the parent/guardian/caregiver of the right to participate by designee. If seven school days pass and the student's parent/guardian/caregiver fails to respond to attempts to secure participation, the School will:

1. Investigate whether the failure to respond triggers mandatory reporting to the public children services agency in which the student resides; and
2. Instruct the absence intervention team to develop an intervention plan for the student notwithstanding the absence of the student's parent/guardian/caretaker.

Educational program. If the Board determines a student has been truant and the parent/guardian/caregiver has failed to cause the student's attendance, the Board may require the parent/guardian/caregiver to attend an educational program established pursuant to rules adopted by the State Board of Education for the purpose of encouraging parental involvement in compelling school attendance.

Intervention Strategies. The Board will develop intervention strategies to encourage attendance. These strategies will be developed through consultation with the judge of the juvenile court in which the School is located, with parent/guardians/caregivers of students in the school, and appropriate state and local agencies. These strategies will include the following actions:

- Providing a truancy intervention plan for any student who is excessively absent from

school;

- Providing counseling for a student who is habitually truant;
- Requesting or requiring a parent/guardian/caregiver to attend parental involvement programs;
- Requesting or requiring a parent/guardian/caregiver to attend truancy prevention mediation programs;
- Notification with the register of motor vehicles; and
- Taking any and all legal action permissible Ohio law.

Mandatory withdrawal. Prior to November 1, 2018, any student who fails to participate in 105 consecutive hours of learning opportunities without legitimate excuse will be automatically withdrawn. Effective November 1, 2018, any student who fails to participate in 72 consecutive hours of learning opportunities without legitimate excuse will be automatically withdrawn. Otherwise, a parent may withdraw a student voluntarily by signing a Voluntary Withdrawal form.

Reporting. As soon as practicable, the School shall report to the Ohio Department of Education upon any of the following occurrences:

- Whenever notice is sent to a parent/guardian/caregiver that a student is excessively truant.
- When a student has been absent without legitimate excuse for thirty (30) or more consecutive hours, forty-two (42) or more hours in one school month, or seventy-two (72) or more hours in a school year.
- When a student is adjudicated an unruly child for being a habitual truant violates the court order regarding that adjudication.
- When an intervention plan has been implemented for a student.

R.C. 3321.19, 3321.191

ATTACHMENT 8.2
DISMISSAL OF EMPLOYEES

1. Employee dismissal procedures
2. Plan for disposition of employees if this Contract is terminated or not renewed

Termination of Employment

Unless the employee has a written contract for a definite term, all employment at the School is at will, meaning either the employee or the School may terminate the employment relationship at any time. When an employee wishes to resign, the School requests that the employee submit his or her resignation in writing at least 30 days prior to the effective date.

If a teacher has a written contract, the teacher may not terminate his or her contract after July 10 of a given school year or during the school year without the consent of the Board. At any other time, the teacher may terminate his or her written contract by giving five days' written notice to the Board. The Board may, in its sole discretion, file a complaint with the State Board of Education against a teacher who violates this policy. This notification requirement applies only to teachers with written contracts and does not apply if the teacher has an at-will employment relationship with the School.

Terminated or resigning employees will be paid the hours worked during the current pay period on the next scheduled pay period on the next scheduled pay date following the termination of employment, unless required otherwise by law.

The Board reserves the right to eliminate positions and reduce staff as deemed necessary based on a variety of factors, such as student enrollment and the organizational needs of the School. The Principal shall make recommendations for staff reduction and report them to the Board.

Disposition of Employees If School Closes

If the School's community school contract with its Sponsor is not renewed and the School is not able to find another sponsor, or if the School decides to close, the School will notify employees in writing no later than April 1 of the final school year during which the School will operate. If the School receives a suspension or termination notice from the Sponsor, the School will notify all employees in a timely manner once it becomes clear that another resolution cannot be reached and it will be necessary for the School to close. The School will provide references for all employees, upon request.

Date Adopted: _____

ATTACHMENT 8.3
EMPLOYEE BENEFITS

1. Description of any health or other benefits provided by the School or its operator to full-time employees of the School

NOTE: Employee benefits may be amended by the School from time to time, provided that all such amendments are provided to Sponsor in writing within five (5) business days of amendment or change.

Attachment 8.3

Insurance Benefits

Employee insurance benefits are applicable ONLY to full-time staff employed directly by the Autism Academy of Learning.

Dental

The Academy shall contribute up to \$75 per month toward the monthly premiums of faculty and staff dental insurance benefits for both salaried and hourly employees.

Vision

The Academy shall contribute up to \$15 per month toward the monthly premiums of faculty and staff health insurance for Vision for both salaried and hourly employees.

ATTACHMENT 9.2
FISCAL SERVICES AGREEMENT

1. Fiscal Services Agreement, or
2. Current resolution waiving the requirement for the Board to employ or contract with the Fiscal Officer

NOTE: A resolution waiving the requirement for the Board to employ or contract with the Fiscal Officer must be approved by the Sponsor and submitted to the Ohio Department of Education. The resolution is only valid for one year and does not waive the requirement that the school have a designated fiscal officer.

Any changes made to a fiscal services agreement must be reported in writing to the Sponsor within five (5) business days.



Massa
Financial Solutions, LLC

FISCAL OFFICER AGREEMENT

This Fiscal Officer Agreement (the "Agreement") is entered into, by and between **Autism Academy of Learning** ("School") an Ohio not for Profit Corporation and **Massa Financial Solutions, LLC** ("Massa" or "Contractor"), an Ohio limited liability company whose principal office address is **219 E. Maple St., Suite 202, North Canton, Ohio 44720**.

RECITALS

WHEREAS, the School is in need of Fiscal Officer to manage and oversee the financial operations of the School. The appointment of a Fiscal Officer is required by Section 3314.011 of the Ohio Revised Code.

WHEREAS, Contractor is engaged in the practice of financial and related services for charter ("community") schools in the State of Ohio; and

WHEREAS, the School desires to hire Contractor to supervise, consult, and otherwise perform all the responsibilities inherent to the role of Fiscal Officer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS & CONDITIONS

Contracting Period and Transition Period

This agreement shall be for a period of 2 years, commencing July 1, 2017 through June 30, 2019. Upon the expiration of the term, this agreement shall be renewed automatically for renewal terms in the duration of one (1) year unless terminated by either party providing ninety (90) days written notice of intention not to renew. Upon termination of this agreement, Contractor agrees to provide reasonable services to the School throughout the transition period, however, such transitions period shall not exceed 60 days. Contractor shall be compensated by the School at the rate set forth in the List of Services for services rendered during this transition period.

Contracting Services and Relationship

Services

During the Contracting Period, Contractor shall provide to the School the services set forth in the List of Services attached, as well any related responsibilities and duties as may be assigned by the School and agreed to by Contractor (collectively, the "Services"). It is expected that Contractor shall be available to provide the Services to the School at such times as may be reasonably requested by the School and mutually agreed to by Contractor. Contractor shall use his best efforts to perform faithfully and efficiently the Services assigned under this Agreement. At all times under the terms of this agreement, the School shall provide Contractor with access to all data determined by the Contractor to be required to render the Services. Such access shall be provided by the School to the Contractor in a timely manner, not unreasonably withheld, and at no charge to the Contractor.

Relationship

Contractor shall be an independent contractor, and not an employee of the School, within the meaning of all federal, state and local laws and regulations governing employment insurance, workers' compensation, industrial accident, labor and taxes. The School shall not be liable for employment or withholding taxes respecting Contractor. Contractor shall not, by reason of this Agreement, acquire any benefits, privileges or rights under any benefit plan operated by the School for the benefit of their employees, including, without limitation, (i) any pension or profit-sharing plans or (ii) any plans, coverages or benefits providing worker's compensation, medical, dental, disability or life insurance protection. Contractor agrees and acknowledges that Contractor is not authorized to enter into any contract or assume any obligation on behalf of the School without the prior written consent of the School. All of the acknowledgements and restrictions set forth in this Section 2(b) shall equally apply to anyone Contractor has engaged to perform any portion of the Services.

Bonding

Contractor shall execute a Public Official Bond in the name of the School payable to the State of Ohio in the amount of \$25,000, or higher if required by the Governing Authority. Bond shall meet all requirements set forth in Ohio Administrative Code Section 117-6-07 and any other requirements that may be set forth by Statute or the Auditor of State. Placement of bond shall be at the expense of the School.

Compensation

In consideration for Contractor's full and timely performance of the Services set forth in the List of Services throughout the Contracting Period, the School shall pay Contractor the sum of **\$32,000** annually or **\$2,666.66** per month. An additional one time \$500

implementation fee will be charged the first month of service. Installments shall be due on the 1st of each month in advance of Services to be rendered. All payments shall be mailed to the Contractor's address as reflected in the signature block of this agreement. Such amounts shall be payable monthly and paid on the 1st of each month in advance of Services to be rendered. Contractor agrees to complete and return to the School a W-9 as a condition of receiving timely payment. In addition to the foregoing, reasonable expenses incurred by the Contractor within the scope of performing services are included within the scope of this agreement (e.g. mileage) However, if any extraordinary costs are required to be incurred by the Contractor as part of delivering reasonable services to the School, the School shall also reimburse Contractor for such costs provided these costs were pre-approved in writing.

Events of Termination

Cessation/Death/Incapacity

This Agreement shall terminate automatically upon the cessation of business of Contractor or upon the death or incapacity of Contractor.

Breach

This Agreement may be terminated by the non-breaching party upon a breach of a material term or condition of this Agreement by the other party, which breach is not subsequently cured within five (5) days from written notice from the non-breaching party.

Obligations upon Termination

Upon termination of this Agreement pursuant to Section 4: (i) neither Contractor nor the School shall have any further obligations under this Agreement, except for the obligation to pay Contractor for any unpaid Services rendered and any approved and unpaid expenses incurred prior to the termination, as well as any obligations under Sections 5 through 10 of this Agreement; (ii) Contractor shall return all the School equipment, Work Product and Confidential Information within five (5) days at the School's expense; (iii) Contractor shall have no obligation to perform any of the normal services described in the List of Services during the transition period other than those needed to achieve an orderly transition.

Ownership ,

"Work Product" shall mean all deliverables and all intermediate and partial versions thereof, and all documentation, analysis, flowcharts, notes, outlines, formulas, processes, ideas, inventions, know-how or techniques, and any other information, or materials generated by Contractor in the performance of the Services. Contractor acknowledges that all Work Product is work made for hire and is the property of the School, including any copyrights, trademarks, patents, or other intellectual property

rights pertaining thereto. If it is determined that any such works are not works made for hire, Contractor hereby assigns to the School all of Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Work Product.

Confidential Information

Contractor agrees to keep secret and to not disclose any of the terms of this Agreement to any third parties, with the limited exception of disclosures to Contractor's accountant or legal counsel. Additionally, it is mutually recognized that the business of the School and the nature of the Contractor will perform will permit Contractor access to certain "confidential information" of the School and persons and entities with whom the School conducts business or from whom the School obtains information. As used in this Agreement, "information" shall mean any information or knowledge, including matters of a technical nature such as studies, research projects, development plans and matter of a business nature, such as lists, customer requirements and other data not available to the public. During and after the Contracting Period, Contractor shall not disclose or appropriate any information for Contractor's own use or for the use of any third parties.

Successors

This Agreement is personal to Contractor and shall not be assignable by Contractor without the prior written consent of the School which consent may be withheld in The School's sole discretion.

This Agreement may be transferred or assigned by the School, to a parent, subsidiary, successor, or affiliate entity without Contractor's consent.

This Agreement shall inure to the benefit of the School and its successors or assigns.

Miscellaneous

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to principles of conflict of laws. Any litigation under this Agreement shall be filed and pursued in the Stark County Court of Common Pleas, Stark County, Ohio. Both parties expressly consent to the jurisdiction of such courts.

(b) This Agreement and any List of Services attached hereto may not be amended or modified otherwise than by a written agreement executed by the parties hereto.

(c) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed and sent to the party's address as set forth in the first paragraph of this Agreement or to such other address as either party shall have

furnished to the other in accordance herewith. Notices and communications shall be effective when actually received by the addressee.

(d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may be executed in counterparts that together shall constitute a single agreement.

(e) The failure of the School or Contractor at any time to enforce performance by School or Contractor of any provisions of this Agreement shall in no way affect the School's or Contractor's rights thereafter to enforce same, nor shall the waiver by the School or Contractor of any breach of any provision hereof be held to be a waiver of any other breach of the same or any other provision.

(f) Contractor shall indemnify, defend and hold harmless the School and its officers, directors, agents and employees, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to Contractor's performance of his obligations hereunder or that results from the negligent or willful acts of Contractor, including, but not limited to acts of omissions of Contractor or anyone Contractor has engaged to perform any portion of the Services, or any claim for withholding or other taxes that might arise or be imposed due to this Agreement or the performance of Services hereunder.

(g) The School shall indemnify, defend and hold harmless Contractor and his heirs and successors from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) that might arise or be imposed due to the School's breach of its obligations under this Agreement or that is a result of the School's negligent or willful conduct.

(h) The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. The parties acknowledge and agree that this Agreement has been negotiated by the parties, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against either party.

(i) Contractor acknowledges and agrees that during the performance of the Services, he will not violate any of the School's work rules and policies. Contractor agrees that he will not harm the School's equipment, property or inventory (other than ordinary wear and tear), and shall not interfere with the School's business operations.

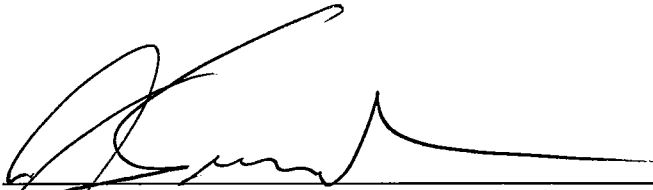
[Go to next page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Fiscal Officer Agreement as of the date set forth in the first paragraph above.

MASSA FINANCIAL SOLUTIONS, LLC



**C. David Massa, Owner
219 E. Maple Street
Suite 202
North Canton, Ohio 44720
Tel: (330) 515-0572
E-mail: dave@massasolutionsllc.com**



**Board President
Autism Academy of Learning**

Attachments: Proposal for Financial Excellence

ATTACHMENT 9.3 FISCAL LICENSURE

1. Treasurer's License

NOTE: Any updates or changes to the fiscal licensure must be sent to the Sponsor within five (5) business days.

STATE OF OHIO DEPARTMENT OF EDUCATION
5 Year School Treasurer School Treasurer License

CHRISTOPHER D MASSA

THIS LICENSE AWARDED TO

OH3014246

EDUCATOR STATE ID

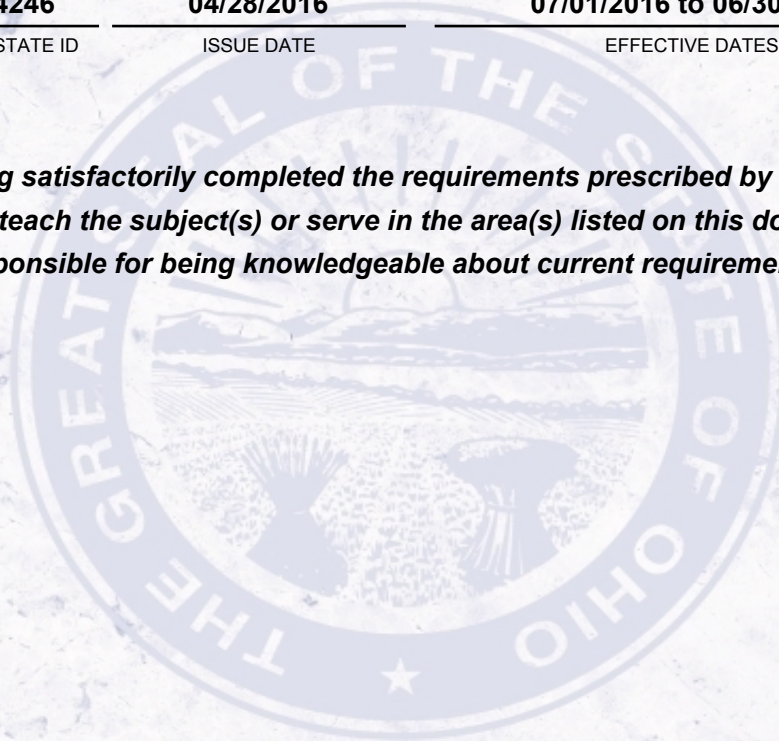
04/28/2016

ISSUE DATE

07/01/2016 to 06/30/2021

EFFECTIVE DATES

The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education and the laws of Ohio, is authorized to teach the subject(s) or serve in the area(s) listed on this document for the period specified. The holder of this credential is responsible for being knowledgeable about current requirements for maintaining the credential.



Lonny J. Rivera

Interim Superintendent of Public Instruction

This official document was created by the Ohio Department of Education and represents a true copy of a legal educator license as referenced in Ohio Revised Code Section 3319.36.

Credential # 21257898

Employers may verify this credential by going to Educator Profile on education.ohio.gov and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.

ATTACHMENT 9.4
FISCAL BOND OR POOLED INSURANCE

1. Treasurer's Bond or Insurance Policy Declaration Page

NOTE: Any updates or changes to the bond shall be sent to the Sponsor within five (5) business days.

Continuation
Certificate

Westfield Insurance Company

Westfield Insurance®
1 Park Circle, PO Box 5001
Westfield Center, Ohio 44251-5001

In consideration of an agreed premium payable in advance, the Bond described below is hereby continued in force for the period indicated. Continuation is subject to the condition that the maximum aggregate liability under the Bond and any and all continuations thereof shall in no event exceed the amount of liability shown herein. This endorsement shall be valid only when executed by an attorney-in-fact of this Company.

BOND NO.	BOND AMOUNT	RENEWAL PREMIUM	CONTINUED	
			FROM	TO
BND 8090541	\$ 25,000.00	\$ 156.00	7/1/2018	7/1/2019
PRINCIPAL Christopher D Massa (on behalf of Autism Academy of Learning)				
OBLIGEE State of Ohio				

Signed, sealed and dated this 23rd day of January, 2018.

O'NEILL INSURANCE AGENCY, INC.
Agency
111 High Street Wadsworth, OH 44281-1857
City & State

By: Jody Maibach
Jody Maibach Attorney-in-Fact



Westfield Insurance Company

1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

CERTIFIED COPY

Know All Men by These Presents, That **Westfield Insurance Company**, a corporation, hereinafter referred to individually as a "Company" duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Jody Maibach** of **Wadsworth** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their name, place and stead, to execute, acknowledge and deliver

Bond Number: **BND 8090541**
Principal Name: **Christopher D Massa (on behalf of Autism Academy of Learning)**
Obligee Name: **State of Ohio**
Bond Penalty: \$ **25,000.00**

and to bind the Company thereby as fully and to the same extent as if such bond was signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the **Westfield Insurance Company**

"**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, **Westfield Insurance Company** has caused these presents to be signed by their **Senior Executive** and their corporate seal to be hereto affixed this **1st** day of **January** A.D., **2012**.

By: **Dennis P. Baus**, *National Surety Leader and Senior Executive*

Affixed
Corporate
Seal



State of Ohio
County of Medina ss:

CERTIFICATE

I, **Frank Carrino**, Secretary of the **Westfield Insurance Company**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **23rd** day of **January**, A.D., **2018**.

By: **Frank Carrino**, *Secretary*

On this **1st** day of **January**, A.D., **2012**, before me personally came **Dennis P. Baus**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of **Westfield Insurance Company** the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

By: **David A. Kotnik**, *Attorney at Law, Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

ATTACHMENT 9.5 FINANCIAL PLAN

1. Estimated school budget for every year of the contract

NOTE: The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The base formula amount for each year shall not exceed the formula amount defined in R.C. 3317.02. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimate per pupil expenditure amount for each year.

FY19 - Sponsor Contract Financial Plan

IRN No. 143297

Type of School: Brick and Mortar

Contract Term: July 1, 2018 - June 30, 2019

County: Lucas

Autism Academy of Learning

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances

For the Fiscal Years Ended 2016 through 2018, Actual and
the Fiscal Years Ending 2019 through 2024, Forecasted

	Actual			Forecasted			
	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Operating Receipts							
State Foundation Payments (3110, 3211)	\$ 1,610,192	\$ 1,725,585	\$ 1,703,126	\$ 1,670,943	\$ 1,796,955	\$ 1,814,925	\$ 1,833,074
Charges for Services (1500)	-	1,182	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	12,016	2,548	28,551	19,907	16,500	16,500	16,500
Total Operating Receipts	\$ 1,622,209	\$ 1,729,315	\$ 1,731,677	\$ 1,690,850	\$ 1,813,455	\$ 1,831,425	\$ 1,849,574
Operating Disbursements							
100 Salaries and Wages	\$ 976,586	\$ 910,086	\$ 963,157	\$ 983,963	\$ 1,022,074	\$ 1,052,736	\$ 1,084,318
200 Employee Retirement and Insurance Benefits	269,007	328,963	173,002	182,447	259,379	267,160	275,175
400 Purchased Services	501,579	566,650	535,955	560,880	580,536	594,587	609,059
500 Supplies and Materials	53,017	52,159	59,380	42,328	45,900	47,277	48,695
600 Capital Outlay -New	21,675	-	32,284	-	30,000	30,000	30,000
700 Capital Outlay - Replacement	-	-	-	-	-	-	-
800 Other	30,920	35,502	5,982	10,466	8,400	8,652	8,912
819 Other Debt	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 1,852,783	\$ 1,893,360	\$ 1,769,760	\$ 1,780,084	\$ 1,946,289	\$ 2,000,412	\$ 2,056,159
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (230,574)	\$ (164,045)	\$ (38,083)	\$ (89,234)	\$ (132,834)	\$ (168,987)	\$ (206,586)
Nonoperating Receipts/(Disbursements)							
Federal Grants (all 4000 except fund 532)	\$ 160,772	\$ 200,314	\$ 132,733	\$ 227,490	\$ 192,435	\$ 194,359	\$ 196,303
State Grants (3200, except 3211)	-	-	-	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-
Donations (1820)	1,039	13,752	1,548	-	-	-	-
Interest Income (1400)	13	-	-	-	-	-	-
Debt Proceeds (1900)	-	-	-	-	-	-	-
Debt Principal Retirement	-	(3,971)	-	-	-	-	-
Interest and Fiscal Charges	-	(318)	(10,306)	(9,383)	(9,600)	(9,888)	(10,185)
Transfers - In	36	-	-	-	-	-	-
Transfers - Out	(36)	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 161,825	\$ 209,777	\$ 123,974	\$ 218,106	\$ 182,835	\$ 184,471	\$ 186,118
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ (68,750)	\$ 45,732	\$ 85,892	\$ 128,872	\$ 50,001	\$ 15,484	\$ (20,467)
Fund Cash Balance Beginning of Fiscal Year	\$ 519,120	\$ 450,370	\$ 496,102	\$ 581,993	\$ 710,866	\$ 760,867	\$ 776,350
Fund Cash Balance End of Fiscal Year	\$ 450,370	\$ 496,102	\$ 581,993	\$ 710,866	\$ 760,867	\$ 776,350	\$ 755,883

Assumptions

	Actual			Forecasted			
	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Staffing/Enrollment							
Total Student FTE	53	54	53	55	58	58	58
Instructional Staff	34	34	34	34	34	34	34
Administrative Staff	8	8	8	8	8	8	8
Other Staff	7	7	7	7	7	7	7
Purchased Services							
Rent	\$ 112,179.63	\$ 112,179.63	\$ 112,179.63	\$ 112,179.96	\$ 112,180.00	\$ 112,180.00	\$ 112,180.00
Utilities	31,775.56	37,363.83	44,196.08	43,605.86	47,400.00	48,822.00	50,286.66
Other Facility Costs	33,600.78	50,163.04	37,156.75	59,312.60	73,800.00	76,014.00	78,294.42
Insurance	20,368.56	20,979.61	21,609.00	45,492.00	41,000.00	42,230.00	43,496.90
Management Fee	-	-	-	-	-	-	-
Sponsor Fee	39,122.52	40,296.19	42,076.23	42,409.29	44,562.00	45,898.86	47,275.83
Audit Fees	46,453.64	47,847.25	46,631.33	40,600.45	42,000.00	43,260.00	44,557.80
Contingency	-	-	-	-	-	-	-
Transportation	28,607.95	33,966.18	32,680.71	30,258.93	36,000.00	37,080.00	38,192.40
Legal	12,949.10	13,337.57	15,753.20	6,423.00	4,200.00	4,326.00	4,455.78
Marketing	4,409.59	7,541.87	4,461.10	3,770.10	4,200.00	4,326.00	4,455.78
Consulting	64,876.83	75,328.28	26,494.80	25,314.00	24,000.00	24,720.00	25,461.60
Salaries and Wages	-	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-	-
Special Education Services	90,485.16	95,199.72	135,738.21	118,682.08	126,000.00	129,780.00	133,673.40
Technology Services	-	-	-	2,927.00	3,000.00	3,090.00	3,182.70
Food Services	-	-	-	-	-	-	-
Other	16,749.69	32,446.82	16,977.74	29,904.92	22,194.00	22,859.82	23,545.61
Total	\$ 501,579.00	\$ 566,650.00	\$ 535,954.78	\$ 560,880.19	\$ 580,536.00	\$ 594,586.68	\$ 609,058.88
Financial Metrics							
Debt Service Payments	\$ -	\$ 4,289	\$ 10,306	\$ 9,383	\$ 9,600	\$ 9,888	\$ 10,185
Debt Service Coverage	0.00	11.66	9.33	14.73	6.21	2.57	-1.01
Growth in Enrollment	0.51%	2.14%	-2.44%	2.52%	5.50%	0.00%	0.00%
Growth in New Capital Outlay	238.04%	-100.00%	0.00%	-100.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	3.09%	6.60%	0.14%	-2.36%	7.25%	0.99%	0.99%
Growth in Non-Operating Receipts/Expenses	77.57%	29.63%	-40.90%	75.93%	-16.17%	0.89%	0.89%
Days of Cash	0.28	0.24	0.28	0.33	0.37	0.38	0.38

Assumptions Narrative Summary

The School is projecting \$1,918,340.57 for FY19 in total State Aid based on current FTEs and the board approved budget. Current FTEs are at 54.27 for FY19. The School is projecting enrollment to be 57.5 for FY20-FY24 respectively. The School is not projecting any material FTE growth and will maintain a constant FTE base. The School is projecting miscellaneous revenue for FY20-24 off actual trend for FY19 and does not expect any increases. Federal revenues for FY20 are based off of the allocations budgeted from FTEs and FY19. Federal revenue for FY21-24 are projected with a 1% increase year over year. FY21-24 assumes staffing levels will remain stable since FTEs are projected to remain stable. Overall, the projection is for a 3% increase in staffing costs year over year to cover salary increases and benefit increases since no additional staff will be added since there will not be any planned FTE growth. All other expenses were calculated on a 3% increase over FY21-24 to cover market price fluctuations since the school is not planning any significant growth. The School has no debt in FY19, and is projecting no debt for FY20-24. The current operating lease is valid through June 2020 and expenses will remain stable throughout the term of the lease. The School does not have a management company and the sponsor fee is based on 2.5% of state aid per the contract.

Fiscal Year 2019-2024 Projected Debt					
Description	Beginning	Principle	Interest	Ending	Debtor/
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	

Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	

ATTACHMENT 10.1 LIABILITY INSURANCE

1. Declarations page(s) showing:
 - a. General liability insurance (at least \$1 million per occurrence and \$3 million in aggregate)
 - b. Excess or umbrella policy extending coverage as primary coverage for at least \$5 million
 - c. Directors and officers liability and errors and omissions coverage (at least \$1 million per occurrence, not claims-made coverage)
 - d. Property insurance

NOTE: Insurance coverage must be for School, Governing Authority, its Directors, Officers, and employees. The coverage must also include Sponsor as additional insured on its general liability and directors and officers liability policies. The School must have a policy in place to notify the Sponsor in writing at least thirty (30) days in advance of any material adverse change to or cancellation of the coverage above.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

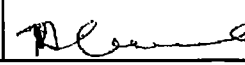
PRODUCER USI Insurance Svcs, LLC Sm CL 312 ELM ST SUITE 2400 CINCINNATI, OHIO 45202	CONTACT NAME: LISA HALL PHONE (A/C, No, Ext): 513-852-6354 E-MAIL ADDRESS: LISA.HALL@USI.COM FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE
INSURED The Autism Academy of Learning Inc. 110 Arco Drive Toledo, OH 43607	INSURER A : Philadelphia Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
NAIC # 32204	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1848274	08/23/2018	08/23/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK1848274	08/23/2018	08/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		PHUB638083	08/23/2018	08/23/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Educational Service Center of Lake Erie West IS LISTED AS ADDITIONAL INSURED ON THE GL PER CONTRACT.

CERTIFICATE HOLDER Educational Service Center of Lake Erie West 2275 Collingwood Toledo, OH 43620	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD™ EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
12/7/2018

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS USI Insurance Svcs, LLC Sm CL 312 ELM ST SUITE 2400 CINCINNATI, OHIO 45202	PHONE (A/C, No, Ext): 419 243-1191	COMPANY NAME AND ADDRESS Philadelphia Insurance Company One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004	NAIC NO: 23850
FAX (A/C, No): 484-652-5341	E-MAIL ADDRESS: LISA.HALL@USI.COM	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE: AGENCY CUSTOMER ID #: 1397493	SUB CODE:	POLICY TYPE Special	
NAMED INSURED AND ADDRESS Autism Academy of Learning Inc. 110 Arco Drive Toledo, OH 43607		LOAN NUMBER	POLICY NUMBER PHPK1848274
ADDITIONAL NAMED INSURED(S)		EFFECTIVE DATE 08/23/2018	EXPIRATION DATE 08/23/2019
		CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>	
		THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION
 Location #: 1 110 Arco Drive Toledo, OH 43607
 Building #: 1 Building

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION PERILS INSURED BASIC BROAD SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 135,000 Contents DED: \$1,000

	YES	NO	N/A	
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE				If YES, LIMIT: Actual Loss Sustained, # of months
BLANKET COVERAGE		<input checked="" type="checkbox"/>		If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE				Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?				
IS DOMESTIC TERRORISM EXCLUDED?				
LIMITED FUNGUS COVERAGE				If YES, LIMIT: DED:
FUNGUS EXCLUSION (IF "YES", specify organization's form used)				
REPLACEMENT COST		<input checked="" type="checkbox"/>		
AGREED VALUE				
COINSURANCE		<input checked="" type="checkbox"/>		If YES, 80 % Contents
EQUIPMENT BREAKDOWN (If Applicable)				If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg				If YES, LIMIT: DED:
- Demolition Costs				If YES, LIMIT: DED:
- Incr. Cost of Construction				If YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)				If YES, LIMIT: DED:
FLOOD (If Applicable)				If YES, LIMIT: DED:
WIND/HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions				If YES, LIMIT: DED:
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions				If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS				

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

<input type="checkbox"/> CONTRACT OF SALE <input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE <input checked="" type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS AUTHORIZED REPRESENTATIVE
NAME AND ADDRESS US Bank Corp 1310 Madrid St., Suite 101 Marshall, MN 56258-4002		

***** Commercial Property Policy Level Coverages *****

Location #: 1 110 Arco Drive Toledo, OH 43607 Building
Location #: 1 110 Arco Drive Toledo, OH 43607 Windows
Location #: 1 110 Arco Drive Toledo, OH 43607 Playground

Limit:

Limit: 25,000

Limit: 100,000

Limit: 5,000

Limit:

Limit:

Limit:

Limit:

***** Commercial Property Location Specific Coverages *****

Amount of Insurance: 135,000
Subject of Insurance: Contents
Valuation: Replacement Cost
Deductible: \$1,000

Amount of Insurance: 300,000
Subject of Insurance: Business Income
Limit: 300,000
Cause of Loss: Special (Including Theft)

Amount of Insurance: 150,000
Subject of Insurance: Legal Liability
Valuation: Replacement Cost
Replacement Cost: Yes
Cause of Loss: Special (Including Theft)
Deductible: \$1,000

Amount of Insurance: 150,000
Subject of Insurance: Backup of Sewers & Drains
Cause of Loss: Special (Including Theft)
Deductible: \$1,000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER USI Insurance Services LLC 312 Elm Street, Suite 2300 Cincinnati, OH 45202 855 874-1390	CONTACT NAME: LISA HALL PHONE (A/C, No, Ext): 513-852-6354 E-MAIL ADDRESS: LISA HALL	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED The Autism Academy of Learning Inc. 110 Arco Drive Toledo, OH 43607	INSURER A : Philadelphia Insurance Company		32204
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	D&O LIABILITY EPLI			PHSD1377560 PHSD1377560	08/23/2018 08/23/2018	08/23/2019 08/23/2019	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Educational Service Center of Lake Erie West 2275 Collingwood Toledo, OH 43620	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Performance Accountability Framework Attachment 11.6

School Name:	The Autism Academy of Learning
School IRN#:	143297
Building Principal/Director	Jim Jones
Board President	Jim Sworden
Start Date of Current Contract	July 1, 2019
End Date of Current Contract	June 30, 2024
Management Company	None
School Mission:	The Autism Academy of Learning is a year-round, public school with programming designed around the needs of students with autism spectrum disorder.

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A.01	ACADEMIC PERFORMANCE STANDARD	ATTENDANCE: INDICATOR MET
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It is important for Ohio’s students to be in class every day ready to learn. Ohio defines chronic absenteeism as missing 10 percent or more of the school year for any reason. A child who is not in school is a child who is missing out on his or her education. Beginning in 2018, the Chronic Absenteeism Improvement Indicator was included in the Academic Performance measures. A.02 requires schools to set a goal for Attendance. It is the expectation of the ESCLEW that each school meet or exceed the Ohio Department of Education attendance rates:

1. Meeting or exceeding the annual goal (12.6 percent for 2018-2019); or
2. Meeting an improvement standard relative to the starting point of each school or district. (refer to technical documentation to calculate this number: Chronic Absenteeism)

Goal: The Autism Academy will to meet the annual goal for each respective year related to chronic absenteeism.

	2017-2018	2018-2019 (Must Be 12.6% or Higher)	2019-2020 (Must Be 11.5% or Higher)
GOAL	Not Available	12.6%	11.5%
ACTUAL	Not Available	Not Available	Not Available.
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

The Autism Academy of Learning will continue to monitor attendance issues and follow the policies outlined in the AAL student handbook to achieve desired attendance rate.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD				
0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal
END OF YEAR PERFORMANCE SUMMARY:				

A.02	ACADEMIC PERFORMANCE STANDARD		PERFORMANCE INDEX
<p>The Achievement component of the report card represents the number of students who passed the state tests and how well they performed on them. The Performance Index measures the achievement of every student, not just whether or not he or she reaches “proficient.” Districts and schools receive points for every student’s level of achievement. The higher the student’s level, the more points the school earns toward its index. This rewards schools and districts that improve the performance of highest- and lowest-performing students.</p> <p>Goals set for this standard might address not only the number of points earned, but also the number of students scoring at the Advanced, Accelerated, Proficient, Basic and Limited levels on any/all of Ohio’s State Tests.</p> <p>Goal: The Autism Academy will earn a 74 out of 120 by the end of the contract date by concentrating on moving students out of the limited to the basic range in ELA.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	66 out of 120	72 out of 120	74 out of 120
ACTUAL	70 out of 120	N/A	N/A
RATING			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<p>Our goal is to earn a 74 out of 120 by concentrating on moving students out of the limited to the basic range in ELA. To do this, we will be providing specific interventions to students to increase the PI score.</p>			

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMACE SUMMARY:

A.03	ACADEMIC PERFORMANCE STANDARD	INDICATORS MET
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The Achievement component of the report card represents the number of students who passed the state tests and how well they performed on them.

The Indicators Met measure represents student performance on state tests. They are based on a series of up to 26 state tests that measure the percent of students proficient or higher in a grade and subject. Schools and districts also are evaluated on the gifted indicator, giving them up to 27 possible indicators.

Goals set for this standard might address not only what numeric increase is expected but also targeted grades or content areas.

Goal: Using the Brigance as a measure of student achievement students will achieve a score of 16% in math proficiency.

	2017-2018	2018-2019	2019-2020
GOAL	12%	14%	16%
ACTUAL	12.5%	N/A	N/A
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Percentage and total number of proficiency level indicators met
Special Education Annual Rating

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMACE SUMMARY:

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A.04	ACADEMIC PERFORMANCE STANDARD	PROGRESS
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Progress looks closely at the growth that all students are making based on their past performances. There are four measures within the component; progress for all students, progress for gifted students, progress for students with disabilities; and progress whose academic performance is in the lowest 20 percent of students statewide. The state examines students' state tests through a series of calculations to produce a "value-added" rating for your school or district for each of the four groups listed.

Goal for this standard should address the overall progress score, and identify growth for individual measures, as listed above.

Goal: Using the Brigance as a measure of Reading progress, the AAL will increase the 3rd grade proficiency rate to 50%.

	2017-2018	2018-2019	2019-2020
GOAL	40%	45%	50%
ACTUAL	NR	N/A	N/A
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Value-added progress score, including subgroups
Special Education Annual Rating

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD				
0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal
END OF YEAR PERFORMACE SUMMARY:				

A.05	ACADEMIC PERFORMANCE STANDARD		GAP CLOSING
<p>Schools must close the gaps that exist in the achievement between groups of students that may be based on income, race, ethnicity or disability. This component shows how well schools are meeting performance expectations for our most vulnerable students in English language arts, math and graduation. It compares the academic performance of nine student groups against the performance of a 10th group: all students in Ohio.</p> <p>A goal for this standard should address the component score as well as a targeted area (reading, math or graduation rate). The description of the measure should include the Annual Measurable Objectives percentages and include all reported subgroups.</p> <p>Goal: The AAL will continue to increase Math proficiency rate to 8% by focusing on this area in each student's IEP.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	4%	6%	8%
ACTUAL	12.5%	N/A	N/A
RATING			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<p>Ohio Special Education Rating. We will continue to use the Brigance to monitor and asses student progress in Math.</p>			

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMACE SUMMARY:

A.06	ACADEMIC PERFORMANCE STANDARD	GRADUATION RATE
	<p>The Four-Year Graduation Rate includes as graduates only those students who earn diplomas within four years of entering ninth grade for the first time. The Five-Year Graduation Rate includes those students who graduate within five years of entering ninth grade for the first time.</p> <p>The Graduation Rate Component Grade is determined in the following manner: 60% - the letter grade for the four-year graduation rate and 40%- the letter grade for the five-year graduation rate.</p> <p>A goal set for this standard should list an increased overall component grade. In the "Description..." box, identify one of the two specific measures targeted and the monitoring strategies being implemented.</p> <p>Goal: 100% of the students expected to graduate from the AAL during a given year will graduate during that year.</p>	

	2017-2018	2018-2019	2019-2020
GOAL	100%	100%	100%
ACTUAL	100%	N/A	N/A
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

The Autism Academy is 100% special education and students have the option to graduate when they turn 18 or on their 22nd birthday. By being this type of school it is hard to define whether someone is going to graduate in 4 or 5 years, but rather by their age.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMANCE SUMMARY:

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A.07	ACADEMIC PERFORMANCE STANDARD	IMPROVING AT-RISK K-3 READER
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Reading is the foundation for all learning. That is why it is critical to fund and address reading issues for a student as early as possible. K-3 Literacy looks at how successful the school is at getting struggling readers on track to proficiency in third grade and beyond.

The measure and component relate to Ohio's Third Grade Reading Guarantee, which aims to make sure that all students are reading at grade level by the end of third grade. The guarantee drives attention to students from kindergarten through third grade who are struggling readers and makes sure they get the help they need to succeed in reading. Through this initiative, districts and schools diagnose reading issues, create individualized reading improvement and monitoring plans, and provide intensive reading interventions.

K-3 Literacy Improvement uses results from two assessments: a reading diagnostic given to all students in kindergarten through grade 3 at the beginning of the school year and Ohio's state third grade English language arts test given to third-graders twice during the school year.

Goals addressing this standard should identify the expected increase in the component grade. In the "Description..." box, the school should describe the targeted strategies aimed at improving one of the multiple student situations which makes up this score.

Goal: The AAL will increase percentage of students moving from off track to on track by 1% using the Brigance Early Childhood Developmental Inventory to assess progress.

	2017-2018	2018-2019	2019-2020
GOAL	1%	1.5%	2%
ACTUAL	NR (0% eligible)	Not Available	Not Available
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Percentage of students moving from not on track to on track
 Brigance Early Childhood Developmental Inventory will be used to assess progress.
 Special Education Annual Rating.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMACE SUMMARY:

A.08	ACADEMIC PERFORMANCE STANDARD	PREPARED FOR SUCCESS
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The Prepared for Success component look at how well prepared Ohio's students are for all future opportunities. Using multiple measures for college and career readiness enables districts to showcase their unique approaches to prepare students for success after high school.

A Prepared for Success letter grade is based on how well the students performed on these six measures: ACT or SAT remediation-free scores; an Honors Diploma; twelve points through an industry-recognized credential or group of credentials in one of 13 high-demand career fields; Advanced Placement test scores of 3 or higher; International Baccalaureate test scores of 4 or higher; and earning at least 3 College Credit Plus credits.

A goal for this standard should identify the increase in at least one of the measures listed above. In the "Description..." box, the school should describe the specific strategies being utilized to impact the positive change in at least one of the measures.

Goal: The AAL will continue to promote students over the age of 14 to take part in vocational. The AAL will continue to grow the vocational program and achieve 50% participation rate.

	2017-2018	2018-2019	2019-2020
GOAL	44%	48%	50%
ACTUAL	60%	Not Available	N/A
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Component grade and percentage of students participating across all six measured areas
 Number of students over the age of 14 enrolled in the school and taking part in the school's vocational program.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD				
0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal
END OF YEAR PERFORMACE SUMMARY:				

A.09	ACADEMIC PERFORMANCE STANDARD		OTHER ACADEMIC MEASURE
<p>Schools must identify a nationally recognized assessment utilized to gather data regarding academic progress. Although many assessments are available, one that has been recognized as reliable and valid by the education community is recommended. Assessments may be given as a full battery, or sub-tests may be chosen for this standard.</p> <p>Goals set for this standard should include the name of the assessment and the increase. In the "Description..." box, schools should include a brief description of the assessment and the specific strategies being utilized to impact the positive change.</p> <p>Goal: The AAL will maintain that 100% of the student population takes part in the Brigance, Alternate, or Standardized assessment over the course of the year.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	100%	100%	100%
ACTUAL	100%	N/A	N/A
RATING			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<p>Other valid and reliable assessments as indicated in Attachment 6.4 Assessment results will serve as verification that student population completed corresponding assessment.</p>			

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO	
SUMMARY RATING FOR THIS STANDARD				
0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal
END OF YEAR PERFORMACE SUMMARY:				

A.10	ACADEMIC PERFORMANCE STANDARD	COMPARATIVE GOAL
	<p>In order to evaluate performance data for a given school, it is often useful to consider how similar schools compare on the same data.</p> <p>The method for use on Ohio’s Local Report Cards starts with any given district and identifies up to 20 districts that are most similar according to six criteria. Statistically speaking, these are the "nearest neighbors" of the selected district. Recognizing that community schools are unique, goals in this area should identify performing at rates “higher or equal to” at least two “similar” schools in one of the following areas reported on the LRC: Performance Index: Progress: Gap Closing: K-3 Literacy Rate: or Graduation Rate. “Similar” schools should be comparable in ADM, percent poverty, and percent minority students.</p> <p>Goals set for this standard should identify the two areas for comparison and the verbiage “higher or equal to”. In the “Description...” box, schools should include the comparable ADM, percent poverty and percent minority student data.</p>	

Goals #1 The Autism Academy will perform at rates higher than or equal to MODEL in Performance Index.
 #2 The Autism Academy will perform at rates higher than or Equal to Summit Academy in Gap Closing.
 #3 The Autism Academy will perform at rates higher then MODEL and Summit Academy in Performance Index.

	2017-2018	2018-2019	2019-2020
GOAL	N/A	#1 See Below #2 See Below	#3 See Below
ACTUAL	N/A		
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Name of School	% poverty per ADM	% Minority Students	Performance Index Score 2016/2017	Gap Closing
Autism Academy	61	34	70.6	75%
MODEL	68	28	68.1	43%
Summit Academy	100	38	54.6	10%

#1 The Autism Academy will perform at rates higher than or equal to MODEL in Performance Index.
 #2 The Autism Academy will perform at rates higher than or Equal to Summit Academy in Gap Closing.
 #3 The Autism Academy will perform at rates higher then MODEL and Summit Academy in Performance Index.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMACE SUMMARY:

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A.12	ACADEMIC PERFORMANCE STANDARD	SCHOOLS SERVING SPECIFIC SUBGROUPS OF STUDENTS <i>(IF NECESSARY)</i>
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Schools serving specific subgroups of students (e.g., schools serving at-risk students) must identify additional measures and targets relevant to the particular subgroup served to evaluate student performance beyond the gap closing measurers.

Schools must identify specific performance goals relevant to the subgroup served.

Goal: The Autism Academy will have 90% of all students achieve a satisfactory rating for performance in the area of Reading by the 4th quarter grade card.

Goal: The Autism Academy will have 90% of all students achieve a satisfactory rating for performance in the area of Math by the 4th quarter grade card.

	2017-2018	2018-2019	2019-2020
GOAL	Not Available	90% Reading 90% Math	90% Reading 90% Math
ACTUAL	Not Available	Not Available	Not Available
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Satisfactory rating will be reported from each student's grade card.
The rating is determined by the classroom teacher based off of observations and classroom work completed by the students.

THESE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

NA.01	NON-ACADEMIC PERFORMANCE STANDARD	MISSION SPECIFIC GOAL	
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State the School's Mission : The Autism Academy of Learning is a year-round, public school with programming designed around the needs of students with autism spectrum disorder.

This goal should include mission-specific performance measures and targets.

Goal: Over the course of the school year, the students will show an increase in basic skills as determined by. progress reports.

	2017-2018	2018-2019	2019-2020
GOAL	80%	88%	89%
ACTUAL	90%		N/A
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

The Autism Academy will have 88% of its student population show an increase in basic skills for the 2018-2019 school year.
 The AAL will focus on meeting the needs of students through the development and implementation of goals identified within the student's IEP.
 Classroom observations and progress reports completed every 12 weeks will provide evidence of student skill development.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD				
0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal
END OF YEAR PERFORMANCE SUMMARY:				

NA.02	NON-ACADEMIC PERFORMANCE STANDARD		PARENT SATISFACTION
<p>The ESCLEW recognizes parents/caregivers as key stakeholders in the success of community schools. Increasing communication and soliciting feedback from parents is key to making programming changes within the school in order to create an atmosphere where all students are growing academically.</p> <p>Goals in this area should focus on what form of feedback the school will solicit from parents/caregivers (survey, phone calls, in person meetings, etc.) and identify what the school will do with the feedback received. (Adjustments to programming, hold stakeholder meetings, discuss with administration, etc.)</p> <p>Goal: The Autism Academy of Learning will use parent surveys to determine the areas the school excels in and to identify the areas where the school could improve.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	91%	92%	93%
ACTUAL	94%	94%	Not Available
RATING			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<p>The Autism Academy of Learning will receive a 98% satisfied rating on the annual parent survey. As identified in the AAL's Annual Report using parent surveys to determine satisfaction. Administration and Board will discuss survey results to address any changes that might need to be made during the school year.</p>			

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMANCE SUMMARY:

NA.03	NON-ACADEMIC PERFORMANCE STANDARD	GOVERNING BOARD PERFORMANCE
<p>The ESCLEW expects a sponsored community school to comply with all rules and regulations regarding a Governing Board. To this end, it is the expectation that the Governing Board will take on roles and responsibilities in order to complete the work efficiently and effectively.</p> <p>Goals for this standard should address the ability of the individual members and/or combined entity increasing the efficiency and/or effectiveness of the board. This could include; professional development, attendance rates at meetings, attendance rate at school functions as well as interaction with key stakeholders of the community school.</p> <p>Goal: The governing board of the Autism Academy of Learning will have 80% attendance at all board meetings.</p>		

	2017-2018	2018-2019	2019-2020
GOAL	80%	80%	80%
ACTUAL	83%	Not Available	Not Available
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

The Governing Board for the Autism Academy of Learning will have 80% attendance at all board meetings.
The Governing Board will provide documentation of attendance through board minutes.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMANCE SUMMARY:

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NA.04	NON-ACADEMIC PERFORMANCE STANDARD	ORGANIZATIONAL/OPERATIONAL
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Your contract with the ESC of Lake Erie West must include a performance framework that defines your school's expected organizational/operational outcomes. Goals must measure the organizational and operational performance of the school with specific annual metrics and targets.

Goals set for this standard should address the **ON-TIME** and **ACCURACY PERCENTAGES** of compliance (requirements in statute), community school contract, governing authority, school, and financial requirement submissions within Epicenter.

Goals: The Autism Academy of Learning will submit required documents into Epicenter on-time.
 The Autism Academy of Learning will accurately submit required documents into Epicenter.

	2017-2018	2018-2019	2019-2020
GOAL	100% (On Time) 96% (Accuracy)	100% (On Time) 98% (Accuracy)	100% (On Time) 100% (Accuracy)
ACTUAL	99% (On Time) 93% (Accuracy)	Not Available	Not Available
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

The Autism Academy of Learning will maintain a 100% on time rating for Epicenter submissions for the 2018-2019 school year.
 The Autism Academy of Learning will maintain a 98% accuracy rating for Epicenter submissions for the 2018-2019 school year.
 Monthly submissions will be monitored throughout the year checking for accuracy and timely submissions.

THE SECTIONS BELOW WILL BE COMPLETED BY THE ESCLEW COMPLIANCE MANAGER

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD				
0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal
END OF YEAR PERFORMACE SUMMARY:				

NA.05	NON-ACADEMIC PERFORMANCE STANDARD		FINANCIAL PERFORMANCE
<p>Your contract with the ESC of Lake Erie West must include a performance framework that defines your school's expected financial performance outcomes with annual clear, measurable metrics and targets.</p> <p>Goals set for this standard might address audits, debt reduction, or the submission of accurate and on-time financials into Epicenter.</p> <p>Goal: The school will continue to maintain a clean audit from the state of Ohio.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	Clean Audit	Clean Audit	Clean Audit
ACTUAL	N/A	N/A	N/A
RATING			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
The Autism Academy of Learning will receive a clean yearly audit by the Auditor of the State.			

THE SECTIONS BELOW WILL BE COMPLETED BY THE ESCLEW FINANCIAL CONSULTANT

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMANCE SUMMARY:

NA.06	NON-ACADEMIC PERFORMANCE STANDARD	FINANCIAL SUSTAINABILITY
	<p>Your contract with the ESC of Lake Erie West must include a performance framework that defines your school's expected financial sustainability outcomes with annual clear, measurable metrics and targets. This refers to the ability of the administrators to maintain the organization over the long term.</p> <p>Goals set for this standard must address 1. Student Enrollment; AND 2. Cash Reserve Balance.</p> <p>Goal: The Autism Academy will maintain 57 students for each school year.</p> <p>Goal: The Autism Academy with maintain a cash reserve balance of at least 100 days for each respective school year.</p>	

	2017-2018	2018-2019	2019-2020
GOAL	57 students 100 days cash reserve	57 students 100 days cash reserve	57 students 100 days cash reserve
ACTUAL	55	Not Available	Not Available
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

THE SECTIONS BELOW WILL BE COMPLETED BY THE ESCLEW FINANCIAL CONSULTANT

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMACE SUMMARY:

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NA.07	NON-ACADEMIC PERFORMANCE STANDARD	STUDENT DISCIPLINE
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Beginning with the 2019-2020 school year, schools are required to report and evaluate the number of out-of-school suspensions issued for students in grades pre-K through 3 on an annual basis. The ESCLEW expects the number of out-of-school suspensions to decrease each year as alternative methods of student discipline are implemented.

This goal should focus on decreasing the number of out-of-school suspensions and identify strategies that the school will use to accomplish this goal.

Goal: The Autism Academy will continue to decrease the number of out-of-school suspensions for students by providing behavioral strategies to help cope with behaviors.

	2017-2018	2018-2019	2019-2020
GOAL	6	5	4
ACTUAL	6	Not Available	Not Available
RATING			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Incident Reports

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

SUMMARY RATING FOR THIS STANDARD

0 Points: Significantly Below Goal	1 Point: Below Goal	2 Points: Progressing Toward Goal	3 Points: Meets Goal	4 Points: Exceeds Goal

END OF YEAR PERFORMACE SUMMARY: