

SUCCESSOR COMMUNITY SCHOOL
SPONSORSHIP CONTRACT

This Successor Community School Sponsorship Contract (hereinafter referred to as "Contract") is entered into on this 18th day of May, 2019 by and between the Governing Board of the North Central Ohio Educational Service Center (hereinafter referred to as "Sponsor") and the Governing Authority of the Academy of Educational Excellence (hereinafter referred to as "Governing Authority" or "School"). The Sponsor and the Governing Authority may be hereinafter individually referred to as "Party" and collectively referred to as "Parties."

WHEREAS, the Sponsor and the Governing Authority previously entered into an Amended and Restated Community School Sponsorship Contract for the establishment and operation of the Academy of Educational Excellence (hereinafter referred to as "School"); and

WHEREAS, said agreement expires on June 30, 2019, and the Parties desire to renew said agreement upon its expiration in accordance with the terms and conditions set forth below; and

WHEREAS, as required by R.C. 3314.03(E), the Sponsor finds that the School's compliance with the applicable laws and the terms of said agreement, and the School's progress in meeting the academic goals prescribed in said agreement, have been satisfactory.

NOW THEREFORE, the Governing Authority and the Sponsor enter into this Contract pursuant to the following terms and conditions. All Attachments and Recitals to this Contract are incorporated by reference and made a part of this Contract.

ARTICLE I
Legal Status of School

- 1.1 **Conversion Community School.** The School shall, at all times, continue to be established and operated as a conversion Ohio public community school subject to the laws of the State of Ohio and the terms of this Contract. The School shall be established by converting all or a portion of a building that the Sponsor operates. The Sponsor has not delegated to the Governing Authority any duties or responsibilities of an employer with respect to any employees.
- 1.2 **Non-Profit Corporation.** The School shall, at all times, continue to be established and operated as an Ohio non-profit corporation under R.C. Chapter 1702. 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.
- 1.3 **Public Benefit Corporation.** The School shall, at all times, continue to be established and operated as an Ohio public benefit corporation under R.C. 1702.01(P).

- 1.4 **Tax Exempt Status.** The School shall qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. Should the School apply for and obtain such tax exempt status, a copy of its federal tax exempt status determination letter must be forwarded to the Sponsor. Any change in tax status of the School must be reported in writing to the Sponsor within three (3) business days after notice to the School, with a copy of any documentation and official/governmental notices or letters.
- 1.5 **Independence of School.** The School is a separate, independent, and autonomous legal entity and is not an agent or instrumentality of the Sponsor.

ARTICLE II **Governing Authority**

2.1 Governing Authority Members.

- 2.1.1 The Governing Authority must contain at least five members (hereinafter referred to as "Members"). The names of the current Members are attached hereto as Attachment I. The policies, bylaws, and regulations pertaining to the Governing Authority are attached hereto as Attachment II.
- 2.1.2 No Member shall serve on the governing authority of more than four other community schools in the State of Ohio.
- 2.1.3 The School shall provide the Sponsor in writing with the names, home or work addresses, home or work telephone numbers, and email addresses for each Member. The Sponsor shall be promptly notified of any changes pertaining to the Members, including (a) resigning Members' names; (b) new Members' names, home or work addresses, home or work telephone numbers, and email addresses; and (c) changes to current Members' names, home or work addresses, email addresses, and home or work telephone numbers.
- 2.1.4 The School shall post on its website the name of each member of its Governing Authority and shall provide, upon request, the name and address of each member of its Governing Authority to the Sponsor and to the Ohio Department of Education.
- 2.1.5 No individual shall be a Member if he/she: (1) owes the State any money or is in a dispute over whether he/she owes the State any money concerning the operation of a community school that has closed; (2) is subject to R.C. 3319.31(B) with respect to refusal, limitation, or revocation of a license to teach, if he/she were a licensed educator; (3) has pleaded guilty to or been convicted of theft in office under R.C. 2921.41 or has pleaded guilty to or been convicted of a substantially similar offense in another state; or (4) is an employee of the Sponsor.
- 2.1.6 No individual shall be a Member unless and until he/she has submitted to a criminal records check in the manner prescribed by R.C. 3319.39.

2.1.7 No present or former Member, or immediate relative of a present or former Member, shall be an officer of the Sponsor, serve as an employee of or a consultant for the Sponsor, or have supervisory authority over the Sponsor unless at least one year has elapsed since the conclusion of the individual's membership on the Governing Authority.

2.1.8 The Governing Authority shall comply with the standards for financial reporting under R.C. 3301.07(B)(2). Each Member shall also annually file a disclosure statement setting forth the names of any immediate relatives or business associates employed by any of the following within the previous three years: (1) the Sponsor; (2) an operator of the School; (3) a school district or educational service center that has contracted with the School; and/or (4) a vendor that is or has engaged in business with the School.

2.2 **Training Requirements.**

2.2.1 All new Members are required to attend board training as mutually agreed upon by the Sponsor and the School. Existing Members are encouraged to participate in board training on an annual basis to remain current regarding their responsibilities as a member of the Governing Authority. The Sponsor reserves the right to require additional training of any Member at the Sponsor's discretion.

2.2.2 To the extent required by law, the Members shall complete training on an annual basis on Ohio's public records and open meetings laws.

2.3 **Reporting Requirements.**

2.3.1 The Governing Authority shall submit within four (4) months after the end of each school year to the Sponsor and to the parents of all students enrolled in the School, or any other statutorily required parties, its financial status, and the annual report of its activities and progress in meeting the goals and standards of this Contract.

2.3.2 The Governing Authority shall annually report all of the information required under R.C. 3314.08(B)(2).

2.3.3 The Governing Authority shall report to the Sponsor the following on or before the day set by statute, rule, or regulation, or, by the Sponsor, all information or documents required under applicable law, including but not limited to:

- (a) The number of student suspensions and expulsions;
- (b) The number and names of students withdrawn;

- (c) Annually, or at the request of the Sponsor, any event, occurrence, or circumstance that could reasonably have a material adverse effect on the operations, properties (both real or personal), assets, condition (financial or otherwise), enrollment, prospects, or reputation of the School, including, but not limited to, notice of breach of this Contract; breach, claimed default, or violation of any covenant or term of any loan or contract with a third party; failure to maintain in good standing its non-profit corporate charter or its tax exempt status; failure to comply with any conditions of permits, licenses, certificates, or other regulatory or similar obligations; threats of or claims for lawsuits, actions, investigations, arbitrations, or mediations; and the Governing Authority's position, cure, or plan of action;
- (d) Staff and teacher turnover;
- (e) Any structure, governance, or operational information;
- (f) Annually written verification that public records and open meetings law training was completed by the Members, the School's Fiscal Officer, the School's Chief Administrative Officer, other administrative employees of the School, and all individuals performing supervisory or administrative services for the School under a contract with a management company/operator of the School; and
- (g) Annually, each instance under which a student who is enrolled in that community school resides in a children's residential center as defined under R.C. 5103.05. Said report shall also be submitted to the Ohio Department of Education and to the Ohio Auditor of State.

2.3.4 By the fifteenth (15th) day of each month, the Fiscal Officer shall submit to the Sponsor the following information for the previous month's financial activity:

- (a) Cash Fund Report – a listing of all funds used showing the month's and year's activity and balances.
- (b) Revenue Summary – a listing of all revenue received for the month and for the year.
- (c) Statement of Net Position or Balance Sheet – statement showing assets, liabilities and net assets, in balance sheet form.
- (d) Statement of Revenues, Expenses and Changes in Net Position or Income Statement – statement showing monthly and year-to-date revenue and expenses comparative to corresponding budgeted amounts.
- (e) Check Register – a listing of all checks for the month.

- (f) Cash Reconciliation – a book to bank reconciliation of all cash accounts with copies of bank statements.
- (g) Aged Accounts Payable Detail – a listing of all outstanding accounts payable aged in thirty (30) day increments.
- (h) Enrollment Records – in the form of monthly FTEs.
- (i) Copy of the monthly settlement reports and detail funding report.

2.3.5 The School will be notified if a deadline is not met and/or if reports submitted do not contain all of the data required. If the Sponsor does not receive the correct data within a reasonable amount of time under the circumstances, the School may be placed on probation until all required information is received

2.4 **Governing Authority Meetings.** The Sponsor shall have adequate prior written notice of all regular and special Governing Authority meetings, and shall be provided with a copy of all agendas, packets, handouts, and minutes of all meetings of the Governing Authority and its committees. The Sponsor must receive a hard copy notice and telephone call invitation to all special meetings of the Governing Authority at least twenty-four (24) hours prior to such meeting or as soon as scheduled, whichever comes first. A Sponsor representative shall be permitted to attend all executive sessions of the Governing Authority unless the executive session involves a legal dispute with the Sponsor or otherwise agreed to by the Parties.

2.5 **Comprehensive Plan.** In accordance with R.C. 3314.03(B), attached hereto as Attachment III is the comprehensive plan submitted by the School to the Sponsor specifying: (a) the process by which the Governing Authority will be selected in the future; (b) the management and administration of the School; (c) if the School is a currently existing public school, alternative arrangements for current public school students who choose not to attend the School and for teachers who choose not to teach in the School after conversion; (d) the instructional program and educational philosophy of the School; and (e) internal financial controls. When submitting such plan, the School shall also submit copies of all policies and procedures regarding internal financial controls adopted by the Governing Authority.

ARTICLE III **Sponsor**

3.1 **Sponsor.** The Sponsor shall carry out the responsibilities established by law, including:

- (a) Monitor the School's compliance with the laws applicable to the School and with the terms of this Contract.

- (b) Monitor and evaluate the academic and fiscal performance and the organization and the operation of the School on at least an annual basis.
- (c) Provide technical assistance to the School in complying with this Contract and with applicable.
- (d) Take steps to intervene in the School's operation at Sponsor's discretion 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.
- (e) Establish a plan of action to be undertaken if the School experiences financial difficulties or closes before the end of the school year. Such plan or requirements for such plan shall be set out by the Sponsor as and when financial difficulties arise in a customized tailored manner to address the source of difficulties.
- (f) Perform such other activities designed to specifically benefit the School.
- (g) Report on an annual basis the results of the evaluation conducted under division 1.8(b) above, to the Ohio Department of Education and to the parents of students enrolled in the School.
- (h) Review the financial and enrollment records of the School at least once per month with the Governing Authority or the School's Fiscal Officer and provide a written report regarding the review within ten (10) days of the review.
- (i) Annually submit by the 15th day of August a report to the Ohio Department of Education and to the Governing Authority describing the amount and type of expenditures made to provide monitoring, oversight, and technical assistance to the School. Said report shall be in the format and manner prescribed by the Ohio Department of Education and include the following types of expenditures made to provide monitoring, oversight, and technical assistance to the School:
 - i. Employee salaries, wages, benefits, and other compensation;
 - ii. All purchased or contracted services;
 - iii. Materials and supplies;
 - iv. Equipment, furniture, and fixtures;
 - v. Facilities; and
 - vi. Other expenditures.

- (j) Annually verify that a finding for recovery has not been issued by the Ohio Auditor of State against any member of the Governing Authority, and employee of the School, or any operator of the School.
- (k) Perform such other duties as may be required by law or by the Ohio Department of Education.

3.2 **Sponsor Access to Student Records.** The School and the Sponsor agree and state that, pursuant the Family Educational Rights and Privacy Act (“FERPA”), 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 the Sponsor’s employees full and complete access to education records as defined by FERPA, and all documents, records, reports, databases, and other information made available to or maintained by the School and its agents that are reportable to the Ohio Department of Education and its agencies, the School Options Enrollment System, and the Education Management Information System (EMIS) and their successors.

3.3 **Site Visits.** The Sponsor shall be allowed to observe the School in operation at site visits at the Sponsor’s request and shall be allowed access for such site visits or other impromptu visits as the Sponsor deems advisable or necessary.

3.4 **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’s operations. Failure to do so is grounds for nonrenewal, suspension, and/or termination of this Contract. Timeliness for purposes of this provision 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 or law), and adequate assurances of cure or actual cure within a period of time acceptable to Sponsor.

3.5 **Cooperation with Sponsor Oversight.** The Governing Authority and School administration shall cooperate fully with the Sponsor in all activities as required by laws, rules, regulations, and this Contract for oversight of the School. This includes, but is not limited to:

- (a) Annual file update per checklist as set out by the Sponsor.
- (b) Preliminary site visit and certification of letter of assurances at least ten (10) days prior to the first day of school and at all times thereafter as determined necessary by the Sponsor.
- (c) Monthly reviews of financials and enrollment records.

- (d) High stakes review, as determined necessary by the Sponsor.
 - (e) Other appropriate requests for information from the Sponsor, the Ohio Department of Education, or other applicable governmental agencies.
 - (f) Timely submit all required or requested data into the Sponsor's document management system, or as otherwise requested by the Sponsor.
 - (g) Maintain daily attendance sheets, signed and verified by the applicable classroom teachers and by the Chief Administrative Officer of the School.
 - (h) Maintain high school drop-out recovery status (if applicable) and comply with all current and future rules, regulations and assessments associated with such status.
- 3.6 **Training.** The School's administrators, or their appropriate designees, shall participate in training provided by the Sponsor and by the Ohio Department of Education. The Sponsor may provide technical assistance and training to the School and its staff at such times and to the extent that the Sponsor deems appropriate or as the then current law requires. The Governing Authority and the School's administrators have an obligation to attend training and receive technical assistance at the direction of the Sponsor.
- 3.7 **Regular Review of Compliance.** The Governing Authority agrees to meet with the Sponsor regularly to review the terms and requirements of this Contract to ensure consistency with changes in state and federal law. The Governing Authority further agrees to meet with the Sponsor annually to discuss progress the Sponsor is making on its strategic goals.

ARTICLE IV **School Operations**

- 4.1 **Non-Sectarian.** The School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
- 4.2 **Commencement of School Operations.** The School shall open for operation not later than September 30th of each school year, unless the mission of the School is solely to serve dropouts or the Sponsor's rating permits the School to be opened at a later date. In its initial year of operation, if the School fails to open by September 30th, or within one year after the Parties adopt the Contract if the mission of the School is solely to serve dropouts, the Contract shall be void.
- 4.3 **Independent Professional Services.** If the School contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity shall be independent from any management company/operator with which the School has contracted.

- 4.4 **EMIS.** The School shall participate in the statewide education management information system established under R.C. 3301.0714. All provisions of such statute and the rules adopted under such statute apply to the School as if it were a school district, except as modified for community schools under R.C. 3314.17(B). The School shall also comply with R.C. 3301.0723(C). The School's Fiscal Officer shall be responsible for annually reporting the School's data under R.C. 3301.0714. The School shall not acquire, change, or update its student administration software package to manage and report data required to be reported to the Ohio Department of Education unless it converts to a student software package that is certified by the Ohio Department of Education.
- 4.5 **Chief Administrative Officer.** The Governing Authority shall at all times employ or contract for an individual to serve as the School's Chief Administrative Officer. The Governing Authority shall notify the Sponsor of any change in the School's Chief Administrative Officer. To the extent required by law, the Chief Administrative Officer shall complete training on an annual basis on Ohio's public records and open meetings laws.
- 4.6 **Students.** 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 grades Kindergarten through Six. The number of students enrolled in the School shall not exceed the limits prescribed by statute. The number of students and staff attending the School at any one time shall not exceed the number allowed by the occupancy permit. An involuntary and material decrease in enrollment may be good cause for nonrenewal, suspension, or termination of this Contract at the discretion of the Sponsor. A material decrease in enrollment for purposes of this provision shall be an unplanned decrease not pre-approved by the Sponsor of (a) below twenty-five (25) students, or (b) thirty percent (30%) or greater decrease from the average enrollment figures of the prior four or more school operating (open for students) months.
- 4.7 **Instructional Program.**
- 4.7.1 Attachment IV attached hereto contains: (1) the School's education program, including its mission, the characteristics of the students it expects to attract, the ages and grades of the students, and the focus of the curriculum; (2) the academic goals to be achieved by the School and the method of measurement that will be used to determine progress toward such goals, which shall include the statewide achievement assessments; (3) the mission-specific goals to be achieved by the School and the method of measurement that will be used to determine progress toward such goals; (4) the performance standards, including but not limited to all applicable report card measures set forth in R.C. 3302.03 or 3314.017, by which the success of the School will be evaluated by the Sponsor; and (5) the classroom-based and nonclassroom-based learning opportunities that will be offered to students enrolled in the School that is in compliance with criteria for student participation established by the Ohio Department of Education under R.C. 3314.08(H)(2).

4.7.2 If the School operates using a blended learning model, as the term is defined in R.C. 3301.079, Attachment IV shall specify the following information:

- (a) A description of what blended learning 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 will 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; and
- (g) A description of the professional development activities that will be offered to teachers.

4.8 **Achievement Tests, Value-Added Assessments, Other Assessments and Standards.**

The performance standards/requirements and assessments shall include statewide proficiency or achievement tests and any other standards and/or assessments required by law or recommended by the Sponsor, including those set forth in Attachment V attached hereto. All assessments must be timely and properly administered, met, and completed. The School shall also be evaluated based upon state standards. State standards shall be met by the School and may be changed from time to time by the Ohio Department of Education. In addition to the required testing, the School must assess and keep benchmarks acceptable to the Sponsor of all students in order to provide guidance for the Sponsor to review yearly progress. No assessment tools may be changed without notification to the Sponsor, which shall contain the justification for the change. The School specifically acknowledges the closure provisions of R.C. 3314.35. If the School is ranked in the lowest ten percent (10%) of all public school buildings according to performance index score, the School shall require each classroom teacher currently teaching in a core subject area to demonstrate expertise by examination.

4.9 **Assuring Adequate Yearly Progress.** The School shall develop a plan of intervention for all students not found proficient or not making adequate yearly progress, and shall make it available to the Sponsor for review.

4.10 **Racial and Ethnic Balance.** The School will attempt to achieve and attempt to continue, as the case may be, racial and ethnic balance reflective of the community it serves by advertising in diversified neighborhoods and in local newspapers reaching all cultures and races.

- 4.11 **Tuition.** Subject only to any applicable exception pursuant to R.C. 3314.06 or 3314.08(F), tuition in any form shall not be charged for the enrollment of any student. However, nothing in this section prohibits the imposition of reasonable activity or class fees or the engagement in voluntary fund-raising activities.
- 4.12 **Student Dismissal Procedures.** Attachment VI attached hereto sets forth the School's policies and procedures governing the suspension, expulsion, removal, and permanent exclusion of a student specifying the types of misconduct for which a student may be suspended, expelled, or removed, and the due process related thereto. Said policies and procedures shall comply with the requirements of R.C. 3313.66, 3313.661, and 3313.662 and shall not infringe upon the rights of students with disabilities as provided by state and federal law.
- 4.13 **Disabled Students.** The School shall comply with all federal and state laws pertaining to the education of disabled students enrolled in the school, including the provision of a free appropriate public education and the development of individualized education programs for such students. As authorized by R.C. 3314.022, the Governing Authority may contract with the governing authority of another community school, the board of education of a school district, the governing board of an educational service center, a county board of developmental disabilities, or the administrative authority of a nonpublic school for provision of services for any disabled student enrolled in the School.
- 4.14 **Admissions Policy.** The School shall comply with the following admissions standards:
- (a) Admission to the School shall be open to any individual age five to twenty-two entitled to attend school pursuant to R.C. 3313.64 or 3313.65 in a school district in Ohio.
 - (b) Admission to the School may be open on a tuition basis to any individual age five to twenty-two who is not a resident of Ohio.
 - (c) An individual younger than five years of age may be admitted to the School in accordance with R.C. 332101(A)(2).
 - (d) Admission to the School may be limited to students who have attained a specific grade level or are within a specific age group; to students that meet a definition of "at-risk" as defined by the Parties; to residents of a specific geographic area as defined by the Parties; or to separate groups of autistic students and nondisabled students, as authorized in R.C. 3314.061 and as defined by the Parties.
 - (e) Enrollment in the School shall be open to students who reside in any school district in Ohio.
 - (f) There shall be no discrimination in the admission of students to the School on the basis of race, creed, color, disability, or sex.

- (g) Upon admission of any student with a disability, the School shall comply with all federal and state laws regarding the education of students with disabilities.
- (h) The School may not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability.
- (i) The School shall admit the number of students that does not exceed the capacity of the School's programs, classes, grade levels, or facilities. If the number of applicants exceeds such capacity restrictions, students shall be admitted by lot from all those submitting applications, except preference shall be given to students attending the School the previous year. Preference may be given to siblings of students attending the School the previous year. Preference also may 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 (5%) of the School's total enrollment.
- (j) Notwithstanding the foregoing, in the event the racial composition of the enrollment of the School is violative of a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.
- (k) The Governing Authority shall adopt an admissions policy specifying the aforementioned standards. Said policy shall comply with the admissions procedures specified in R.C. 3314.06 and 3314.061 and shall be available for public inspection.

4.15 **Residency Verification.**

- (a) The School shall adopt a student residence and address verification policy for students enrolling in or attending the School. Said policy shall prescribe the number of documents listed in R.C. 3314.11(E) required to initially verify a student's residency, and shall prescribe the information required to annually verify a student's residency.
- (b) Upon the enrollment of each student and on an annual basis, the School shall verify to the Ohio Department of Education the school district in which the student is entitled to attend under R.C. 3313.64 or 3313.65. The School shall also review the residency records of its students on a monthly basis.
- (c) The School shall adopt an enrollment and attendance policy that requires a student's parent to notify the School when there is a change in location of the parent's or student's primary address.

4.16 **Attendance Policy.** The School shall adopt an attendance policy that includes a procedure for automatically withdrawing a student from the School if the student, without a legitimate excuse, fails to participate in seventy-two (72) consecutive hours of learning

opportunities offered to the student. The School's attendance and participation policies shall be available for public inspection. The School's attendance and participation records shall be made available to the Ohio Department of Education, Auditor of State, and the Sponsor to the extent permitted under and in accordance with the Family Educational Rights and Privacy Act of 1974 and R.C. 3319.321.

- 4.17 **STEM Designation.** The School does not plan on seeking designation as a STEM school equivalent under R.C 3326.032.
- 4.18 **Transportation.** Transportation shall be provided to the School's students in accordance with R.C. 3314.09 and 3314.091.
- 4.19 **Management by Third Parties.** Any agreement between the Governing Authority and a management company/operator for the management or operation of the School shall be approved in advance by the Sponsor. Any changes in said agreement shall require prior written approval of the Sponsor. If the management company/operator receives more than twenty percent (20%) of the School's gross annual revenues, then the management company/operator must provide a detailed accounting of the nature and costs of the services it provides to the School consistent with Ohio law. The Sponsor may require the School to enter into an agreement with another management company/operator if the Sponsor determines, in its sole discretion, that such a change is necessary due to the mismanagement, governance, or performance of the current management company/operator. Any agreement between the Governing Authority and a management company/operator must allow the Governing Authority to have its own legal counsel, paid for by the revenues of the School, should the School and management company/operator be adverse to each other with any particular matter.

ARTICLE V **Legal Compliance**

5.1 Compliance with Laws.

- 5.1.1 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, 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 and Chapters 117., 1347., 1702., 2744., 3307, 3309, 3314., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code as if it was a school district.

- 5.1.2 The School shall comply with R.C. Chapter 102 and R.C. 2921.42.
 - 5.1.3 The School shall comply with R.C. 3302.04 and 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).
 - 5.1.4 The School shall comply with R.C. 3313.61, 3313.611, and 3313.614 of the Revised Code, except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in R.C. 3313.61 and 3313.611 that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the Governing Authority rather than the curriculum specified in Title 33 of the Revised Code or any rules of the State Board of Education. 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 requirements prescribed in R.C. 3313.603(C), unless the person qualifies under R.C. 3313.603(D) or (F). The School shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency 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 comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education developed by the Ohio Department of Education under R.C. 3313.603(J)(3).
 - 5.1.5 If the School is the 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,” Pub. L. No. 111-5, 123 Stat. 115, the School will pay teachers based upon performance in accordance with R.C. 3317.141 and will comply with R.C. 3319.111 as if it were a school district.
 - 5.1.6 If the School operates a preschool program that is licensed by the Ohio Department of Education 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 of Education of Ohio under R.C. 3301.53.
 - 5.1.7 The School shall comply with R.C. 3313.6021, 3313.6023, and 3313.801 as if it were a school district.
- 5.2 **Compliance with Other Laws.** The School and the Governing Authority may carry out any act or insure 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 having to do with federal grants.

ARTICLE VI School Facilities

- 6.1 **School Facilities.** The School shall be located in the Toledo City School District and shall be established by converting all or a portion of a building that the Sponsor operates. Attachment VII attached hereto describes the School's current facilities and includes: (a) a detailed description of each facility used for instructional purposes; (b) the annual costs associated with leasing each facility that are paid by or on behalf of the School; (c) the annual mortgage principal and interest payments that are paid by the School; and (d) the name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the School's management company/operator, if any. Attachment VII attached hereto also contains a copy of the lease document that governs the School's occupancy and use of its facilities. The School shall not enter into a contract with a nonpublic school to use or rent any facility space at the nonpublic school for the provision of instructional services to students enrolled in the School. The location of the School's facilities may not be changed without the Sponsor's prior consent. In any change of facility, the Sponsor, at its sole discretion, but without obligation to do so, may request maps, plans, revised budgets showing adequate service of the debt and reserves for maintenance or repairs, and/or attorney, accountant or financial consultant assurances or opinions regarding structure, financing, or otherwise. The Sponsor may object to the location of a proposed facility based on a business reason or an otherwise reasonable basis, but is not obligated to control or direct the marketing or facilities decisions of the School. The Sponsor shall not be liable for the debts, obligations, or business of the School, but may request any information the Sponsor deems necessary to assess adequate planning for facilities.
- 6.2 **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 Ohio Department of Education, or, after any walk-through or site visit. Facilities will be maintained in a clean, healthy manner. The School shall keep all permits, inspections, and/or certifications current and compliant. Copies of all current permits, inspections, and/or certificates must be filed with the Sponsor. A certificate of occupancy must be provided to the Sponsor prior to the School occupying its facilities.

ARTICLE VII School Employees

- 7.1 **Employees.** The Governing Authority may employ teaching and non-teaching employees in accordance with R.C. 3314.10, or may contract with a third party for such

individuals, as necessary to carry out the School's mission and fulfill the terms of this Contract. However, no employment contract may extend beyond the term of this Contract.

- 7.2 **Licensure Requirements.** All of the School's classroom teachers shall be licensed in accordance with R.C. 3319.22 to 3319.31. However, the School may engage non-licensed teachers to teach up to twelve (12) hours per week pursuant to R.C. 3319.301. Prior to the first day of school, the School shall provide the Sponsor with evidence of licensure for all teaching staff and with the credentials of all teaching staff.
- 7.3 **Employee Benefits.** The Governing Authority shall provide its employees with health insurance and other fringe benefits in accordance with Attachment VIII attached hereto, which may be amended by the Governing Authority from time to time.
- 7.4 **Criminal Background Check.** The Governing Authority must request that the superintendent of the Bureau of Criminal Identification & Investigation and the Federal Bureau of Investigation conduct a criminal background records check for any applicant who has applied to the School for employment, in any position, as a person responsible for the care, custody, and control of a child, including those who may be in unsupervised contact with a child. An applicant may be employed conditionally until the criminal records check is completed and the results of the criminal records check are received. If the results of the criminal records check indicate that the applicant does not qualify for employment, the applicant shall be released from employment. The School shall conduct such background checks for renewals of licenses and shall follow all required reporting of misconduct to the State Superintendent of Public Instruction. All volunteers must be notified that the School may require a background check of the volunteer at any time, at the School's request. Prior to the first day of school, the School shall provide the Sponsor with background checks for all staff members. The School shall obtain written consent from its staff members in order to give such background checks to the Sponsor. In the alternative, if consent cannot be obtained, the School may either (a) provide an attorney opinion letter, or (b) provide an affidavit from the Governing Authority stating that the checks are either (1) clean, or (2) reviewed and approved by legal counsel.
- 7.5 **Training.** To the extent required by law, the School's administrative employees and all other individuals performing supervisory or administrative services for the School shall complete training on an annual basis on Ohio's public records and open meetings laws.

ARTICLE VIII

Finance

- 8.1 **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.

8.2 **Fiscal Officer.**

- 8.2.1 The Governing Authority shall employ an individual to serve as the School's Fiscal Officer. The Governing Authority shall notify the Sponsor of any change in the School's Fiscal Officer.
- 8.2.2 Notwithstanding the foregoing, the Governing Authority may adopt a resolution waiving the requirement that the School is the party responsible to employ or contract with the Fiscal Officer, so long as the Sponsor also approves the resolution. The Sponsor may approve the resolution at its discretion. The resolution shall be valid for one (1) year. A new resolution shall be adopted for each year that the School wishes to waive this requirement.
- 8.2.3 The Fiscal Officer shall, at all times, be licensed under R.C. 3301.074.
- 8.2.4 To the extent required by law, the Fiscal Officer shall complete training on an annual basis on Ohio's public records and open meetings laws.
- 8.2.5 The Fiscal Officer shall execute a bond in an amount and with surety to be approved by the Governing Authority and by the Sponsor, payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the Fiscal Officer. The bond shall be deposited with the Governing Authority, and a copy thereof, certified by the Governing Authority, shall be filed with the Marion County Auditor. Any changes to the bond must be approved in advance by the Sponsor.
- 8.2.6 The Fiscal Officer shall be obligated to assist in all applicable closing procedures and to participate in any final audit if the School closes and/or this Contract is non-renewed, suspended, or terminated.

8.3 **Financial Plan.** A financial plan detailing the School's estimated budget for each fiscal year of this Contract and specifying the total estimated per pupil expenditure amount for each year is attached hereto as Attachment IX. Should the Sponsor request a further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the School agrees to revise or comply with such requests.

8.4 **Annual Budget.** On or before October 31st of each year of this Contract, the Governing Authority shall adopt a budget using the format and following the guidelines prescribed by the Ohio Department of Education that includes all required information provided for in R.C. 3314.032(C). Should the Sponsor request a further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the School agrees to comply with such requests. Should the School be managed by a management company/operator, the Governing Authority must procure from such management company/operator sufficient data, at the Sponsor's discretion, to allow the Sponsor to review revenue and expenses as required or permitted by law.

- 8.5 **Financial Reporting Standards.** The Governing Authority shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2).
- 8.6 **Audits.** The School shall be subject to financial audits by the Ohio Auditor of State, which shall be conducted in accordance with R.C. 117.10.
- 8.7 **Sponsor Requirements.**
- 8.7.1 The Sponsor shall communicate with the Ohio Auditor of State regarding an audit of the School or the condition of financial and enrollment records of the School, and shall maintain a presence at any and all meetings with the Ohio Auditor of State regardless of whether the Sponsor has entered into an agreement with another entity to perform all or part of the Sponsor's oversight duties.
- 8.7.2 A representative of the Sponsor shall meet with the Governing Authority and/or the School's Fiscal Officer and shall review the financial and enrollment records of the School at least every month, as required by R.C. 3314.023. Not later than ten (10) days after each review, the Sponsor shall provide the Governing Authority and the School's Fiscal Officer with a written report regarding the review. Copies of those financial and enrollment records shall be furnished to the Sponsor, members of the Governing Authority, the School's Fiscal Officer, and, if applicable, the School's operator on a monthly basis.
- 8.8 **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 as permitted by law. The School may issue notes to evidence such a borrowing. A copy of all such 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. Any and all moneys loaned to the School by any management company/operator, including facilities loans or cash flow assistance, shall be accounted for, documented, and bear interest at a fair market rate. Any and all money loaned to the School by any management company/operator, including facilities loans or cash flow assistance, shall be accounted for, documented, and bear interest at a fair market rate.
- 8.9 **Payment to Sponsor for Oversight.** As consideration for the Sponsor sponsoring the School, the Governing Authority shall pay to the Sponsor a sponsorship fee equal to three percent (3%) of the total state foundation payment, based upon student enrollment, received by the School. The total state foundation payment is defined under the applicable regulations promulgated by the Ohio Department of Education in accordance with applicable provisions of Ohio law. For purposes of calculating the sponsorship fee, payments to the Sponsor for services, supplies, staff, or facilities provided to the School shall not be included. The School's Fiscal Officer shall transfer the sponsorship fee from the School's account to the Sponsor's general fund or another fund designated by the Sponsor on a monthly basis. In the event that the Ohio Department of Education subsequently determines that the School received an overpayment of state foundation

funds, the sponsorship fee shall be adjusted accordingly, in which case the Sponsor shall promptly refund the School the amount of the sponsorship fee overpayment. Likewise, in the event that the Ohio Department of Education subsequently determines that the School received an underpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Governing Authority shall promptly pay the Sponsor the amount of the sponsorship fee underpayment.

- 8.10 **Fiscal Year.** The fiscal year for the School shall be July 1 to June 30.
- 8.11 **Federal Grants.** The School must report 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, which shall be in accordance with the applicable laws 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.

ARTICLE IX **General Provisions**

- 9.1 **Liability Insurance.** Comprehensive general liability insurance shall at all times be maintained by the Governing Authority in amounts not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary coverage in an amount not less than five million dollars (\$5,000,000). The insurance coverage shall be not only for the School, the Governing Authority, and the School's officers, directors, employees, and agents, but also for the Sponsor and its Governing Board, officers, directors, employees, and agents as additional insureds. The Governing Authority shall also maintain directors and officers liability/errors and omissions coverage in an amount 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. The School must provide copies of all comprehensive general liability, real or personal property, directors and officers liability insurance, proof of workers' compensation payments and unemployment compensation payments, and notice of lapse of any such coverage to the Sponsor within three (3) business days of request and within three (3) business days of any change or notice to the School by the applicable insurance entity.
- 9.2 **Indemnification.** The Governing Authority and the School shall defend, indemnify, save and hold harmless the Sponsor and its Governing Board, officers, directors, employees, and agents from any and all claims, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs, or expenses (including, without limitation, attorneys', expert, accounting, auditors or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (hereinafter collectively referred to as "Liabilities") arising from any of the following:

- (a) A failure of the Governing Authority and/or the School or any of its officers, directors, employees, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or this Contract;
- (b) An action or omission by the Governing Authority and/or the School or any of its officers, directors, employees, 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);
- (c) Any sum that the Sponsor may pay or become obligated to pay on account of: (i) any inaccuracy or breach of any representation under this Contract; (ii) any breach or any failure of the School to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under law, this Contract, or any agreement connected in any way to this Contract; or (iii) 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 of the School or the non-renewal, termination, or suspension of this Contract; and
- (d) Any Liabilities incurred by the Sponsor or its Governing Board, officers, directors, employees, agents, or contractors as a result of an action or legal proceeding at law or equity brought against the Sponsor by the School or the Governing Authority, unless the School or the 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.

9.3 **Indemnification if Employee Leave of Absence.** If the Sponsor provides a leave of absence to an employee who is thereafter employed by the School, the Governing Authority and the School shall indemnify and hold harmless the Sponsor and its Governing Board, officers, directors, employees, agents, and contractors 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.

9.4 **Survival.** Sections 9.1, 9.2, and 9.3 shall survive the voidance, expiration, termination, nonrenewal, suspension, or abandonment of this Contract

9.5 **General Acknowledgements.** The School specifically recognizes and acknowledges the following:

- (a) The Sponsor's authority to assume operation of the School under R.C. 3314.073(B).
- (b) The authority of public health and safety officials to inspect and order School facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).

- (c) The authority of the Ohio Department of Education to suspend the operations of the School under R.C. 3314.072 if the it 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.
- (d) The Sponsor and its officers, directors, and employees are granted civil immunity for any action authorized under R.C. Chapter 3314 or this Contract that is taken to fulfill the Sponsor's responsibility to oversee and monitor the School, in accordance with R.C. 3314.07(E).
- (e) The Sponsor is not liable for the acts, omissions, or debts of the School pursuant to R.C. 3314.07.
- (f) The Sponsor may take steps to intervene in, correct, declare probationary status of, suspend, terminate, or non-renew the status of the School, and correct problems in the School's performance.
- (g) The Ohio Department of Education may take over sponsorship of the School in accordance with R.C. 3314.015(C).
- (h) The mandate of permanent closure under R.C. 3314.35, under the circumstances enumerated therein.
- (i) The Ohio Auditor of State may deem the School "unauditable" and direct the stoppage of funding for the School, and the Sponsor's right to terminate this Contract or take over operations in such a situation.
- (j) The Ohio Department of Education has set out its guidance for closing procedures and that the School hereby authorizes the Sponsor to take all such actions required therein if the School or the Governing Authority does not do so in a manner acceptable to the Sponsor or to the Ohio Department of Education.

9.6 **Dispute Resolution.** Disputes or differences of opinion between the Sponsor and the Governing Authority not otherwise governed by legal or administrative procedures pursuant to this Contract or law shall be resolved through informal mediation. Such mediation shall be non-binding and the Parties, if failing to agree on a mediator, shall obtain a list of three (3) mediators from the bar association closest to the county in which the Sponsor is located, and each eliminate one (1), using the one (1) mediator left after eliminations. All mediation will take place in the county in which the Sponsor is located, and all costs of the mediator shall be split equally between the Parties.

9.7 **Contract Term.** This Contract shall be for a term of two (2) years, commencing on July 1, 2019 and ending on June 30, 2021.

9.8 **Non-Renewal of Contract.**

9.8.1 The Sponsor may choose not to renew this Contract at its expiration date for any of the following reasons: (a) failure to meet student performance requirements stated in this Contract; (b) failure to meet generally accepted standards of fiscal management; (c) violation of any provision of this Contract or applicable state or federal law; or (d) other good cause.

9.8.2 By January 15th of the year in which the Sponsor intends to not renew the Contract, the Sponsor shall notify the School of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the School may, within fourteen (14) days of receiving the notice, request, in writing, an informal hearing before the Sponsor. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days of the informal hearing, the Sponsor shall issue a written decision either affirming or rescinding the decision to not renew this Contract.

9.8.3 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 Contract's expiration. 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.

9.9 **Renewal of Contract.** Renewal of this Contract is subject to the Sponsor's determination that the School has satisfactorily complied with the applicable laws and this Contract, that the School's progress in meeting the academic goals stated in this Contract is satisfactory, and that the School is fiscally and organizationally viable. The School shall submit an application for renewal. The Sponsor's decision regarding Renewal shall be evidence based and communicated in writing with written explanations of the reasons for the decision. The Sponsor shall utilize the rubric in Attachment X attached hereto when determining whether to renew the Contract and the number of years of such renewal.

9.10 **Probation.** The Sponsor may, in lieu of suspension or termination, declare in writing that the School is in a probationary status, provided the Sponsor first provides the Governing Authority with written notice of the conditions that warrant probation and, after consulting with the Governing Authority or authorized parties thereof, receives satisfactory written assurances from the Governing Authority of the actions that the School will take in order to remedy said conditions. Such probationary status shall not extend beyond the then current school year. The Sponsor may proceed to suspension, or termination, or take over the operations of the School 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 the Sponsor. The Sponsor may suspend in lieu of probation at any time pursuant to Section 9.11 below.

9.11 **Suspension of School Operations.** The Sponsor may suspend the operations of the School for any of the following reasons: (a) failure to meet student performance requirements stated in this Contract; (b) failure to meet generally accepted standards of fiscal management; (c) violation of any provision of this Contract or applicable state or federal law; or (d) other good cause, provided the Sponsor first provides the Governing Authority with written notice of its intent to suspend explaining the reasons therefor and the Governing Authority fails to provide the Sponsor with a proposed remedy within five (5) business days of receiving said notice, provides the Sponsor with a proposed remedy that is not approved by the Sponsor, or fails to implement a remedy that is approved by the Sponsor. 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. At all times during suspension, the School remains subject to nonrenewal or termination proceedings in accordance with the law.

9.12 **Termination of Contract.**

9.12.1 The Sponsor may terminate this Contract when there is clear evidence, as determined by the Sponsor, of any of the following: (a) failure to meet student performance requirements stated in this Contract; (b) failure to meet generally accepted standards of fiscal management; (c) violation of any provision of this Contract or applicable state or federal law; (d) unacceptable academic performance; (e) egregious violations of law; (f) financial mismanagement; (g) unfaithfulness to the terms of this Contract; or (h) other good cause. Additionally, if the Sponsor has suspended the operations of the School pursuant to R.C. 3314.072, the Sponsor may choose to terminate this Contract prior to its expiration.

9.12.2 As stated in Section 3.4 of this Contract, the School's failure to timely comply with all reasonable requests of the Sponsor, and to allow the Sponsor to monitor the School's operations, shall be grounds for the Sponsor to terminate this Contract. Timeliness for purpose of this provision 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 or law), and adequate assurances of cure or actual cure within a period of time acceptable to Sponsor.

9.12.3 As stated in Section 4.6 of this Contract, an involuntary and material decrease in enrollment shall be grounds for the Sponsor to terminate this Contract. A material decrease in enrollment for purposes of this provision shall be an unplanned decrease not pre-approved by the Sponsor of (a) below twenty-five (25) students, or (b) thirty percent (30%) or greater decrease from the average enrollment figures of the prior four or more school operating (open for students) months.

- 9.12.4 Prior to commencing proceedings to terminate the School, the Sponsor shall conduct a comprehensive investigation to determine whether clear evidence exists for terminating the School for any of the reasons set forth in Section 9.12.1 of this Contract. Such investigation shall include meetings with the Governing Authority and the School's administration, interviews with teachers, students, parents, the Ohio Department of Education, law enforcement officials, and other stakeholders, and a review of all relevant documentation, such as written complaints, audit reports, financial records, vendor invoices, health and safety inspection reports, student enrollment and attendance records, teacher qualifications, and other documents required by this Contract or by law. Evidence supporting termination may include, but is not limited to, academic performance measures set forth in this Contract, the School's report card issued by the Ohio Department of Education, financial audits, site visit reports, compliance reports, opinions of legal counsel, status reports on corrective action plans or other required interventions, documentation required by this Contract, and/or other documentation supporting termination.
- 9.12.5 By January 15th of the year the Sponsor intends to terminate, the Sponsor shall notify the School of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the termination, and a statement that the School may, within fourteen (14) days of receiving the notice, request, in writing, an informal hearing before the Sponsor. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days of the informal hearing, the Sponsor shall issue a written decision either affirming or rescinding the decision to terminate this Contract. If this Contract is terminated, the School must close permanently at the end of the current school year or on a date specified in the notification of termination, and the School shall not enter into a contract with any other sponsor.
- 9.12.6 The Sponsor has adopted a separate written termination policy that: (a) goes beyond the statutory language in explaining the grounds for terminating the School; (b) defines the criteria for terminating the School; (c) includes the specific evidence that the Sponsor will collect and/or document when deciding whether to terminate the School; and (d) incorporates all of the closing procedures adopted by the Sponsor in accordance with Section 9.14.6 of this Contract. During its annual site visit, the Sponsor shall provide the School with written notice of said policy.
- 9.13 **Continued Operations.** The School agrees to remain open for students to attend until the end of the school year in which it is determined that the School must close. The programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are preapproved in writing by the Sponsor. The Sponsor may, at its sole discretion, operate the School in the event the Governing Authority fails to continue until the end of the approved school year or is

otherwise suspended or terminated, provided, however, the Sponsor may suspend the operations or terminate this Contract as otherwise indicated by law.

9.14 **School Closure.** In the event that this Contract is terminated or is not renewed and not reassigned to another authorized sponsor, or if the School ceases operation, the following requirements and procedures shall apply:

9.14.1 School employees shall be laid off and their positions shall be abolished. Expiring employment contracts shall be non-renewed.

9.14.2 The School's assets shall be distributed first to the retirement funds of the School's employees, to the School's employees, and to private creditors of the School who are owed compensation, and then any remaining funds shall be paid to the Ohio 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 R.C. 3313.64 or 3314.65.

9.14.3 If the School received computer hardware or software from the former Ohio SchoolNet commission or the former eTech Ohio commission, such hardware or software shall be turned over to the Ohio Department of Education, which shall redistribute the hardware and software, to the extent such redistribution is possible, to school districts in conformance with the provisions of the programs as they were operated and administered by the former eTech Ohio commission.

9.14.4 If the School's assets are insufficient to pay all persons or entities to whom 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 R.C. 3314.074 and R.C. Chapter 1702.

9.14.5 In the event that the School permanently closes, the Sponsor shall oversee and provide assistance to the School in complying with the community school closing procedures mandated by the Ohio Department of Education. The Parties acknowledge and understand that said closing procedures, while comprehensive, do not address all laws applicable to the closing of the School, and that they therefore agree to comply with all such laws.

9.14.6 In advance of the School's closure, the Sponsor's Superintendent and/or Director of Community Schools shall provide written notice of the impending closure to the parents of all students enrolled in the School and assist the parents in finding a new school for their children.

9.14.7 Upon the School's closure, the School's Director shall in good faith take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the School and shall transmit said records to the students' school districts of residence within seven (7) business days of the School's closure.

- 19.14.8 The Sponsor has adopted a separate written closing policy that: (a) goes beyond the statutory closing requirements; (b) requires the Sponsor to oversee the closing process; and (c) includes a plan of action to be undertaken in the event the School experiences financial difficulties or closes prior to the end of a school year. Said policy also contains closing procedures that: (a) go beyond the community school closing procedures mandated by the Ohio Department of Education; (b) outline the closing responsibilities to be performed by the Sponsor, the Governing Authority, the School's staff, the School's management company (if any), and the School's Fiscal Officer; (c) ensure the orderly transition of student records; (d) govern the disposition of the School's funds and assets; (e) ensure that parents are immediately notified of the School's closure and are provided with assistance in finding a new school for their child(ren); and (f) specify the steps necessary to complete the Ohio Department of Education's Closing Assurances Form. During its annual site visit, the Sponsor shall provide the School with written notice of said closing policy and procedures.
- 9.15 **Bond.** The School shall be required to obtain a bond for the benefit of and payable to the Sponsor in the amount of twenty thousand dollars (\$20,000.00). The bond shall be deposited with the Sponsor and shall be issued by a surety or bonding company authorized to do business in the State of Ohio and approved by the Sponsor. The bond shall be paid by and approved by the School. The bond shall be used to pay for any expenses, or reimburse Sponsor for any incurred expenses, which are in any way associated with the suspension or closure of the School, including but not limited to expenses pertaining to legal, professional, and non-professional fees, notices to parents, transfer of files, change of locks, other fees, securing assets, segregating or selling assets, and returning assets, in the event that the School fails to perform some or all of its responsibilities upon cessation of operations for any reason.
- 9.16 **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.
- 9.17 **Failure to Open/Permanent Closure.** If the School fails to open or permanently closes prior to the expiration date hereof, this Contract shall become void upon notice by the Sponsor to the School, subject only to the survival of Sections 9.1, 9.2, and 9.3 of this Contract.
- 9.18 **Headings.** Headings are only for the convenience of the Parties and have no substantive meaning.
- 9.19 **Assignments/No Third Party Beneficiaries.** This Contract and any part hereof shall not be assigned or delegated by a Party without the express written approval of the other Party. This Contract shall inure to the benefit of, and shall be binding upon, the School,

the Governing Authority, the Sponsor, and their respective permitted successors or assigns. Notwithstanding the foregoing, no third person or party shall have any rights hereunder, whether by agency or as a third-party beneficiary or otherwise.

- 9.20 **Notice.** Any notice to one Party by the other shall be in writing and effective upon receipt, and may be satisfied by personal delivery or by any other means by which receipt can be documented, to: in the case of the Sponsor, the Superintendent at the last known business address of the Sponsor; in the case of the Governing Authority, a Member or the Chief Administrative Officer of the School at the last known business address of the School. Should the School be abandoned or not have in place any Member or administrator, the Sponsor may give notice to the Ohio Department of Education
- 9.21 **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, and 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.
- 9.22 **Changes or Modifications.** This Contract constitutes the entire agreement among the Parties and any changes or modifications of this Contract shall be made and agreed to in writing, authorized, and executed by the Parties. Notifications required by this Contract shall not be considered changes or modifications of this Contract.
- 9.23 **Attachments.** All Attachments to this Contract are attached hereto and incorporated by reference into the Contract.

[The Remainder of This Page Left Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Contract as of the date first written above.

Governing Authority of the Academy
of Educational Excellence:

By: [Signature]
Governing Authority President

By: [Signature]
Fiscal Officer

By: [Signature]
Superintendent

Governing Board of the North
Central Ohio Educational
Service Center:

By: [Signature]
Governing Board President

By: [Signature]
Treasurer Pro Tem

By: [Signature]
Superintendent

ATTACHMENT I

- Names of current Governing Authority members
-



Academy of Educational Excellence

2019-2020 GOVERNING BOARD Member Directory

CHAIRPERSON

CHARLES H. HARRISON

3805 Oak Forest Dr.
Toledo, Ohio 43614
419-381-0189

harrisc@buckeye-express.com
charrison@aetoledo.org

SECRETARY

ALLISON COX

440 S. Reynolds
Toledo, Oh 43615
419-346-9496

Rainbowkids@aol.com
governingboard@aetoledo.org

MEMBERS

BEVERLY TUCKER

3909 Emajeau Rd
Toledo, OH 43607
419-536-2224

batht@aol.com
governingboard@aetoledo.org

LENA WEBB

2447 Point Pleasant Way
Toledo, OHIO 43611
419-381-3294

Lenawebb7@gmail.com
governingboard@aetoledo.org

JOHN D. WALTHALL III

733 Clifton Boulevard
Toledo, OHIO 43607
419-367-2484 / 419-563-8135

WALTHALL@Toast2.net
governingboard@aetoledo.org

GOVERNING BOARD MEETINGS

Third Saturday's of every other month
10:30am
AEE Administration Building
Public invited to attend

DISTRICT SUPERINTENDENT

ANN HARRIS

419-340-5666
daharris@aetoledo.org

SCHOOL LEADER

Dr. Israel I. Koppisch

419-329-1901
iiKoppisch@aetoledo.org

TREASURER

TODD JOHNSON

740-323-6800
toddjason44@yahoo.com

SPONSOR

NORTH CENTRAL OHIO ESC

Krista Gerhart, Community Schools Director

740-387-6625
kgerhart@ncoesc.org

ATTACHMENT II

- Policies, bylaws, and regulations pertaining to Governing Authority.
-



A.E.E.

Academy of Educational Excellence

"Educating Students for Success in a Changing World"

GOVERNING BOARD

1. AEE Governing Board meets third Tuesdays of every month at 6:30pm.
2. Meeting Agendas are circulated prior to every meeting, with Treasurer Financial Report and previous meeting Minutes.
3. Meeting Notices inviting public are placed on school exit doors.

CONFLICTS OF INTEREST

The Governing Authority and the SCHOOL's officials shall comply with Chapter 102 of the Ohio Revised Code (the "Ohio Ethics Law") and R.C. §2921.42 and, except as otherwise permitted by law, no part of the earnings of the SCHOOL shall inure to the benefit of, or be distributable to the SCHOOL's members, trustees, officers, or other private persons except that the SCHOOL may provide reasonable compensation for services rendered and make payments and distributions in furtherance of the SCHOOL's purposes.

FISCAL OFFICER

The SCHOOL may contract with the SPONSOR to act as the Treasurer or may directly hire a Treasurer who is the fiscal agent of the SCHOOL.

SCHOOL MANAGEMENT AND ADMINISTRATION

The SCHOOL shall secure the services of a Principal who shall be the chief operating officer of the SCHOOL with primary responsibility for day-to-day operations of the SCHOOL. The Principal shall oversee and coordinate the daily operation and management of the SCHOOL and shall be responsible to the Governing Authority.

The Principal shall also serve as a liaison among the SCHOOL, the SPONSOR and its contractors. Qualifications include a minimum of a Master's Degree in Education and/or Education Administration or related fields. The SCHOOL's Principal will demonstrate the following person traits: management and interpersonal skills, ability to articulate the vision for the school, strong character and ethical standards, a commitment to continuous improvement, management concepts and, strong written and verbal communication skills.

111

Authority

The Board is authorized, constituted and governed by Chapter 3314 of the Revised Code of the State of Ohio (R.C. 3314) and by Chapter 1702 of the Revised Code of the State of Ohio (R.C. 1702). The Board is a private nonprofit corporation and serves a purpose to oversee an Ohio public community school. Its authority is derived from both corporate and public laws which are deemed applicable to its operations.

112

Board Powers

The Governing Authority 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.

113

Board Members' Powers

Board members as individuals do not separately possess the powers that reside in the Board as the Governing Authority of the School.

If in the opinion of the majority of the Board, a Board member's request(s) for facts and information is administratively unreasonable, the administration may withhold said facts or materials until a ruling is made by the Board.

131 Meetings / Executive Sessions

All pre-arranged gatherings by a majority of the Board to discuss School business shall be conducted in compliance with Ohio's Open Meetings Law. For all regularly scheduled meetings, the Board shall: 1) post the time and place of all meetings on site; 2) post the time and place on the School's website (if applicable); and 3) ensure the publication of an advertisement announcing the time and place of all regularly scheduled Board meetings at least one time during the school year in a local newspaper of general circulation.

All other meetings of the Board shall be special meetings or emergency meetings. The Board will provide at least twenty-four hours' advance notice of special meetings to the public and the news media that have requested notification. In the event of a special meeting, 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 (if applicable); and 3) send notification of the time, place, and purpose of the special meeting to the news media that have requested notification. In the event of an emergency meeting requiring official action, the member or members calling the meeting shall 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.

Any person may obtain reasonable advance notification of School Board meetings. Upon request, a person may receive advance notification of School Board meetings: 1) electronically, by supplying a valid e-mail address; or 2) via regular mail, by supplying the Board with a self-addressed, stamped envelope or envelopes.

There are times when the Board may need to meet privately during a regular or special meeting to discuss or deliberate certain statutorily allowable matters requiring confidentiality.

An executive session may be held to consider any matter authorized by law as a proper subject for executive session, including but not limited to:

- A. the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual, unless the public employee, official, licensee, or regulated individual requests a public hearing;
- B. the purchase of property for public purposes, or for the sale of property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest, so long as no member of the Board shall use this section as a subterfuge for providing covert information to prospective buyers or sellers;
- C. conferences with an attorney for the Board concerning disputes involving the Board that are the subject of pending or imminent court action;

- D. matters required to be kept confidential by Federal or State laws and regulations or state statutes; and
- E. details relative to the security arrangements and emergency response protocols for a the Board of School, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the School.

After the public meeting is convened, any member may make a motion for an executive session, stating the purpose of the session by citing one or more of the reasons set forth above. Upon receiving a second to the motion and a majority roll-call vote of those present and voting, the chairperson shall declare the Board in executive session.

If the session is to discuss a personnel matter listed in subparagraph A, above, the particular subject(s) for which the session has been called must be identified in the motion, but the motion does not need to identify the person by name.

All resolutions, rules and formal actions of the Board resulting from deliberations that occurred in executive session shall be adopted during an open meeting.

Retreats or seminars attended by the Board for general training, professional development, or question-and-answer sessions with non-public officials, where discussion of public business is not the purpose of the activity, are not considered public meetings under the Open Meetings Law. Board retreats that are conducted as workshops or work-sessions for addressing School business shall be considered meetings that must comply with the Open Meetings Law.

R.C. 121.22.

132

Parliamentary Authority

The parliamentary authority governing the Board shall be Robert's Rules of Order, Newly Revised, in all cases in which it is not inconsistent with statute, other law, these Policies, or other Board directive.

133

Voting

All motions shall require for adoption a majority vote, except as provided by statute, the Code of Regulations, or these Policies. Upon the demand of any member of the Board, the vote shall be recorded by roll call. All actions requiring a vote can be conducted by voice vote or show of hands, unless a roll-call vote is requested or required. A roll call vote is always required before the Board goes into an Executive Session.

In certain circumstances, a majority vote of the full Board must occur, such as, to affirm, revise, vacate or modify an order of student expulsion or to reinstate a student (R.C. 3313.66(E)) (unless an authorized designee is used).

Unless a specified number of affirmative votes is required, an abstention shall be recorded and deemed to consent to the outcome of the voting. In situations in which a tie vote occurs and abstentions have been cast, the motion shall fail for lack of a majority.

134

Minutes

The Board's secretary shall keep reasonably comprehensive minutes of all its meetings showing the time and place, the members present, the subjects considered, a summary of the deliberations sufficient enough for the public to understand the basis for the Board's actions, the actions taken, and any other information required to be shown in the minutes by law, which shall be available to the public. Minutes of executive sessions shall reflect the general subject matter of discussions.

The Board's secretary shall provide each Board member with a copy of the draft minutes of the last meeting in a reasonable time before the next regular meeting.

The approved minutes shall be filed in the School office in a prescribed minute book as a permanent record of official Board proceedings.

R.C.121.22; R.C.149.43.

135

Attendance

Regular attendance at Board meetings is an important responsibility of each Board member. It is through Board meetings that the official business of the School is conducted, deliberations occur and members of the public have an opportunity to address the full Board.

With that responsibility in mind, Board members agree that:

- A. A member who misses three consecutive meetings, or
- B. A member who misses five meetings in a year may be deemed by the Board to have vacated his or her position on the Board and a replacement may be selected for that seat according to the Code of Regulations.

In exceptional circumstances, e.g. serious illness or injury, a Board member may be unable to attend because of reasons outside the individual's control. In this circumstance, the Board member may request in writing an attendance waiver. The request should be addressed to the Board and will be voted on by the entire Board at its next regularly scheduled meeting. The Board member requesting the waiver may not participate in the vote.

136 Public Participation at Meetings

Any person or group wishing to place an item on the agenda shall register their intent with the Superintendent no later than one (1) business day prior to the meeting and include:

- name and contact information of the participant;
- group affiliation, if and when appropriate;
- topic to be addressed.

In order to permit the fair and orderly expression of such comment, the Board shall provide a period for public participation at every regular meeting of the Board, and, the Board may publish rules to govern such participation in Board meetings.

The presiding officer of each Board meeting at which public participation is permitted shall administer the rules of the Board for its conduct.

The presiding officer shall be guided by the following rules:

- A. Public participation shall be permitted as indicated on the order of business or at the discretion of the presiding officer.
- B. Attendees must register their intention to participate in the public portion of the meeting upon their arrival at the meeting.
- C. Participants must be recognized by the presiding officer and will be requested to preface their comments by an announcement of their name, address, and group affiliation, if and when appropriate.
- D. Each statement made by a participant shall be limited to two (2) minutes duration.
- E. No participant may speak more than once on the same topic unless all others who wish to speak on that topic have been heard.
- F. All statements shall be directed to the presiding officer; no person may address or question Board members individually.
- G. Video recordings are permitted, providing the person operating the recorder has contacted the Superintendent or his/her designee prior to the Board meeting to review possible placement and agrees to the placement of the equipment, and agrees to abide by the following conditions:
 - 1. No obstructions are created between the Board and the audience.
 - 2. No interviews are conducted in the meeting room while the Board is in session.
- H. The presiding officer may:
 - 1. interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant;

2. request any individual to leave the meeting when that person does not observe reasonable decorum;
3. request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;
4. call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action;
5. waive these rules.

The portion of the meeting during which the participation of the public is invited shall be limited to twenty (20) minutes.

SECTION 140
GENERAL BOARD DUTIES

141

Review of Policies

It will be the policy of the Board to review its policies and procedures on a continuing basis (at least once per year) in order to keep them up-to-date.

142

Approval and Monitoring of Budget/Bond

The fiscal year of the School shall begin on the first day of July in each year. The Board, subject to the oversight responsibilities of its Sponsor, and subject to any contract with a fiscal agent, shall have exclusive control of the budget. The Board shall prepare and publish an annual budget in accordance with the requirements of the State Auditor and its Charter Contract.

The Board shall designate a fiscal officer, and such fiscal officer shall execute a bond in an amount and with a surety acceptable to the Board, payable to the State of Ohio. Such bond shall be deposited with the Board and a Board-certified copy filed with the County Auditor. The fiscal officer or agent must meet the requirements of Ohio Revised Code 3314.011.

R.C. 3314.011; OAC 117-6-07.

See also Policy No. 148.5 Annual Financial Report.

143

Monitoring of Charter Contract

The Board shall monitor compliance with the Charter Contract, along with the School's Sponsor, and may delegate this duty to the Superintendent or his/her designee.

144

Reporting Requirements

The Governing Authority shall comply with the annual reporting requirements of the Ohio Revised Code 3314.08(B)(2)(a)-(i), and 3314.0714, and may delegate this responsibility or any other applicable reporting requirements to the Superintendent or his/her designee.

145

Media Policy

Representatives of the local press, radio, and TV are an important link in the communications between the School and community. Maintenance of good working relationships with these persons is essential and requires the support and cooperation of the media representatives.

The Board authorizes the development of a sound working relationship between the news media and the School, based on mutual respect and cooperation and reserves the right to negotiate for the radio broadcasting, televising, filming or sound recording of any School event by an outside agency. These rights, if sold, shall be contracted under conditions designed to bring the most favorable terms to the School.

The Superintendent or his/her designee approved by the Board, shall:

- A. available to media representatives;
- B. keep media representatives informed with regard to the School program and activities, so that any reporting may be done on the basis of a complete and valid overview;
- C. submit, suggest, or request feature stories or articles to media representatives which are of interest or importance;
- D. provide Board packets to media representatives who attend meetings of the Board;
- E. assist various School related groups in their relations with the news media;
- F. protect School personnel from any unnecessary demands on their time by news media representatives.

In order to maintain a progressive and coordinated program of public relations for the School, it is essential that:

- A. Staff Members not give school information or an interview requested by representatives of the news media without prior approval of the Superintendent or his/her designee who will either set up an appointment for this purpose which will not interfere with the Staff Member's daily activities, or speak to the media representative about the matter personally;
- B. the Superintendent or his/her designee be present at all meetings with news media representatives;
- C. any photograph of a controversial nature, or questionable with regard to individual right of privacy, shall not be sanctioned.

See also Policy No. 429 Crisis Media Situations.

146

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147

Public Records Policy

The School will utilize the following procedures regarding the availability of public records. Any person may inspect or obtain a copy of the public records of the School during the regular business hours of the office in which such records are maintained. An Employee or representative will be present during inspection of the records. Except as required or authorized by state or federal law, the Board shall not limit or condition the availability of public records by requiring disclosure of the requestor's identity or proposed use of the records, or by asking the request to be put in writing, unless it first discloses to the requester that a) none of that information is mandatory and b) whether disclosure of that information or making the request in writing would enhance the ability to identify, locate or deliver the records sought by the requestor. The School may require disclosure of the requester's identity or the intended use of student directory information in order to ascertain whether the directory information is for use in a profit-making plan or activity, and no student directory information, if any has been designated, shall be released to or accessed by any person or group for use in a profit-making plan or activity.

The School maintains a database or list that includes the name and birthdates of all Board Members and employees employed by the School. The database or list shall be made available upon a public records request.

A viewer, or a requester of copies of public records, may purchase copies of the School's public records upon payment of a fee not to exceed the cost for reproduction, supplies, mailing, delivery, transmission and/or handling. When making copies or records available, the preparer shall notify the requester of redactions or make redactions plainly visible to the requester. The current fee for copies shall be set by Board resolution.

If a request for public records is ambiguous, or overbroad, or does not reasonably identify what public records are being requested, the request may be denied so long as the requester is informed of the manner in which records are maintained and accessed by the School. Each ultimate denial, in whole or in part, shall provide the requester with an explanation, including the legal authority, as to why the request was denied, and such reasons shall be put in writing if the initial request was put in writing. The Board does not waive its rights to additional legal authority of reasons for denial by way of its written explanation to a requester.

No public record may be removed from the office in which it is maintained except by a Board officer or employee in the course of the performance of his/her duties.

The Board or its designee shall (1) participate in training concerning public records which may be required by the Ohio Attorney General and which is free of charge under section 109.43 of the Ohio Revised Code, (2) erect a poster about its public records policy in a conspicuous place in all locations or branches of operations (See **Appendix 147-A**), (3) require its employee in charge of public

records to sign an acknowledgement of receipt of its public records policies and (4) include its public records policy in its manuals or handbooks of general policies and procedures for all employees.

The Board authorizes the Superintendent or his or her designee to dispose of, on a daily basis, routine messages transmitted by means of voice mail or E-mail, provided the messages do not alter existing School records.

Redacting, Encrypting or Truncating Personal Information

An individual may request that his/her personal information, (social security number, federal tax identification number, driver's license or state identification number, individual checking account, saving account, or credit card number) which is made available to the general public on the internet, be redacted. The request must be made in writing on the form contained in **Appendix 147-B**. Within five business days of receiving the request, the School shall redact the personal information requested to be redacted, if practicable. If impracticable, then the School shall the individual with a verbal or written explanation of why the redaction is impracticable.

The School shall redact, encrypt or truncate the social security number of any individual whose social security number is contained in a document which is available to the general public on the internet. If the School becomes aware that an individual's social security number was mistakenly not redacted, encrypted or truncated, the School shall do so within a reasonable period of time. This requirement does not apply to documents that are only accessible through the internet with a password.

Acknowledgement of Employee or Designee
in Charge of Public Records

Date

R.C. 149.43

See also Policy No. 325.1 Public Records. **Appendix 147-A** Public Records Poster; **Appendix 147-B** Request to Redact Personal Information.

147.1 Records Retention and Disposal Policy

The orderly acquisition, storage and retention of School records and reports are essential for the overall efficient and effective operation of the School. The Board establishes a local records commission to govern matters pertaining to School's records, their retention and disposal.

The records commission shall consist of the board president, treasurer (CFO or fiscal agent) and superintendent or chief administrator. The treasurer shall serve as chairman/secretary of the local records commission. The members of this commission may appoint necessary records official(s) to carry out the necessary work associated with the School's records.

The records commission shall meet at least once annually to review the certificates of records disposal as submitted by the commission or any records official. Upon the approval of the commission, such records may be disposed of, pursuant to the following standards:

1. Procedures to dispose of records according to the approved schedule of records retention and disposition will be initiated by the end of the fiscal year. The procedures listed in **Appendix 147.1-B** shall guide the local records commission as modified from time to time by the local records commission.
2. Records officials will list those eligible, disposable records on the certificate of records disposal form RC-3, in **Appendix 147.1-A**, per the adopted schedule.
3. The records commission shall review the certificates of records disposal as submitted prior to a regular Board meeting each year.
4. Upon the commission's approval, the certificates (RC-3) will be forwarded as follows:
 - Original - Forward original to Ohio Historical Society Network Specialist for your County. See attached map to determine your County Records Specialist.
 - Copies - Keep one copy with the School Records Commission files.
 - The Ohio Historical Society Records Specialist will make and send a copy to State Auditor's office on behalf of the School.
5. The commission may not review or select for its custody either of the following:
 - a. Records containing personally identifiable information concerning any pupil attending a public school other than directory information, as

defined in section 3319.321 of the Revised Code, without the written consent of the parent, guardian, or custodian of each such pupil who is less than eighteen years of age, or without the written consent of each such pupil who is eighteen years of age or older;

b. Records the release of which would, according to the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C.A. 1232g, disqualify a school or other educational institution from receiving federal funds.

6. Records shall be destroyed only as directed by the records secretary.

The local records commission has developed the necessary regulations and record retention schedules to carry out their purpose in this policy.

7. The commission designates the following personnel as records officials and will communicate with them in regards to matters related to record retention and disposal:

<u>Area</u>	<u>Record Officials</u>
_____	_____
_____	_____

8. Fifteen days must have elapsed after forwarding copies to the Ohio Historical Society before destroying. The records secretary will make arrangements through the business office for the staff to pick up all records for shredding.

9. A copy of the record officer's certificate of records (RC-3) disposal form should be maintained by the Commission for its records.

E-Mail and Correspondence Retention

The following retention policy for e-mail and correspondence is endorsed by the Local Government Records Program of the Ohio Historical Society. In general, the policy is based on the premise that e-mail does not constitute a category of records in and of itself. Rather e-mail is a delivery medium, like paper or microfilm, and individual e-mails should be retained according to the information which is contained in the message. There are four categories of e-mail and correspondence retention.

1. **Non-Record Materials** (delete immediately)

E-mail messages and correspondence that do not meet the criteria of being a "public record" under R.C. 149.43, because they do not document the

organization, functions, policies, decisions, procedures, operations or other activities of the office, may be deleted immediately. These e-mails include:

Personal correspondence.

Publications, promotional materials and similar materials (unless specifically incorporated into other materials that are "records")

2. **Official Records**

A. Transient Retention (Retain until no longer of administrative value)

Transitory messages of very limited administrative value.

(e.g., a message of an upcoming meeting only has administrative value until the meeting occurs; telephone messages; drafts, and other documents which serve to convey information of temporary importance in lieu of oral communication).

Intermediate Retention

General Correspondence (Two years)

Internal Correspondence (letters, memos)

Correspondence from various individuals and organizations (requesting information or correspondence that is informative but does not attempt to influence policy)

Routine Correspondence (One year)

Referral letters, requests for routine information and requests for publications which are answered by standard form letters.

Long term Retention

Executive Correspondence

Correspondence dealing with significant aspects of the administration of their offices. (e.g., information concerning agency policies, program, fiscal, and personnel matters).

Storing E-mail Records

For purposes of record retention, it is acceptable to store e-mails: (1) in the current e-mail system; (2) in an electronic format (e.g., in a file on a local hard drive); or (3) by saving paper print outs in a filing system.

In order to ensure that someone in the agency takes responsibility for maintaining the e-mail record during the retention period, the School shall choose on of the following procedures:

___ 1. The individual who sends an e-mail maintains the “record” copy. If an e-mail is received from someone outside the organization, the recipient should retain it.

___ 2. A mailbox is created (i.e. admin@<School Name>) for individuals sending out email to copy (cc) when email is sent and retention will then be administered by the IT Department of the School or Management Company.

RC §149.41; RC §149.351

See also **Appendix 147.1-A** RC-3 Form and **Appendix 147.1-B** Schedule of Records Retention and Disposal.

149

Use of Cellular Telephones

School Owned

The Board may provide cellular telephones to employees who by the nature of their job have a routine and continuing business need for the use of cellular telephones for official Board business. Cellular telephones are provided as a tool to conduct School business and to enhance business efficiencies. Cellular telephones are not a personal benefit and shall not be a primary mode of communication, unless they are the most cost-effective means to conduct School business. Because cellular telephone accounts are billed on a time-used basis, Board-owned cellular telephones and services should not be used when a less costly alternative method of communication is safe, convenient and readily available.

The Superintendent is expected to see that:

- A. the need for each School-owned cellular telephone and cellular telephone service account is clearly justified for School business purposes;
- B. alternative solutions for work production and communication have been considered;
- C. employees provided with cellular telephone service accounts understand the purpose and limitations of usage;
- D. cellular telephone service account invoices outlining the details of usage are received and reviewed for conformance with this policy;
- E. employees reimburse the Board for non-business use;
- F. use of a cellular telephone service account is terminated when no longer justified by business requirements, the employee leaves the Board's employment, and/or when the employee has by actions demonstrated a disregard for School policies.

School-owned cellular telephones may be used for the following:

- A. to place calls in emergency situations.
- B. to place calls for the purpose of communicating with the administration, other staff members, or parents concerning classroom, School or School activities.

Cellular telephone service accounts are expected to be set at the minimum level that fulfills the business need for the position in question. The cellular telephone contract that is selected for an employee should be the one that provides a combination of services including number of minutes, coverage, and local call

zone most nearly matching the employee's recurring business needs. If the cellular telephone contract is based on minutes used, a minimal plan shall be utilized. In other words, the smallest plan available to accommodate the particular business need shall be utilized.

Possessing a School-owned cellular telephone is a privilege and all employees are expected to use them appropriately and responsibly. Staff are responsible for managing the cost effectiveness of cellular telephone use by utilizing assigned landlines as available and appropriate. Staff should know that calls outside the immediate area might result in roaming charges, in addition to long distance and regular charges, and that the Board is charged for both outgoing and incoming cellular telephone calls.

Safety is a priority of the Board, and responsible use of cellular telephones includes safe use. Staff are not to use cell phones while driving. Staff should plan calls to allow placement of calls either prior to traveling or while on rest breaks.

Cellular telephone calls are not secure. Therefore, Staff should use discretion in relaying confidential information, particularly as it relates to students.

Staff must safeguard any Board-owned cellular telephone in their possession. Reasonable precautions should be made to prevent equipment loss, damage, theft, and vandalism. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the equipment for return or inspection. Staff unable to present the equipment in good working condition within the time period requested (e.g., twenty-four (24) hours) may be expected to bear the cost of a replacement. Staff who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

The Board reserves the right to audit all Board-owned cellular telephones and their use.

Use of a Personal Cellular Telephone While at Work

Cellular telephone technology enables individuals to be reached whenever a situation arises necessitating immediate contact and communication, regardless of the person's location at the time. Therefore, the Superintendent as well as other Staff designated by the Superintendent may be reimbursed for additional charges for school use of their personal cell phone.

Staff members covered by this policy shall provide the Superintendent with their cellular telephone numbers so that they may be contacted as the need arises.

Personal calls during work hours can interfere with Staff productivity and be distracting to others, regardless of whether on a cellular or regular telephone.

Staff are expected to use discretion in using personal cellular telephones while at work. Staff are asked to make personal calls during breaks and lunch period and to see that friends and family members are aware of the Board's policy.

Violation of this policy may constitute just cause for disciplinary action up to and including termination.

If deemed necessary, the Superintendent shall prepare the necessary administrative guidelines for the implementation of this policy.

SECTION 150

ADMINISTRATION/PROGRAM/SCHOOL POLICIES

151

Approval of Management by Management Company

The Board is authorized to approve of independent management of the School and the term of any Management Company contract, if any.

152

Board/Superintendent/Management Company/ Fiscal Agent Relationships

The Governing Authority believes that it is the primary duty of the Board to establish, adopt and/or review policy and that of the Superintendent to help establish and to administer such policy. The Management Company, if any, should recommend policies, and be given the latitude to determine the best method of implementing the policies of the Board.

The Superintendent, as the chief executive officer of the School, is the primary professional advisor to the Board. S/He is responsible for the development, supervision, and operation of each program and service. His/her methods should be made known to the Staff through the administrative guidelines or Policies of the School. The Board shall retain oversight of such policies.

The fiscal agent is the primary professional advisor to the Board on fiscal matters even if subcontracted for, or hired by or through an independent management company. The fiscal agent may or may not be an officer or Board member of the Corporation but shall have general supervision of all financial matters overseen by the Board.

153 Role of Management Company, if any

The Board is responsible for determining the success of any Management Company hired by it, in meeting the goals established by the Board. The Board, in formulating its position with regard to the performance of the Management Company, shall rely, whenever possible, on the objective outcomes of its evaluations rather than on subjective opinions.

The Management Company, if any, shall strive to achieve Board goals for students by providing educational direction and supervision to the Staff and by acting as a proper model for Staff and students both in the School and outside the School.

The Management Company, if any, shall be directly responsible to the Governing Authority for the performance of all of the responsibilities outlined in any Management Contract.

154

Job Descriptions

The Board directs the Superintendent, or the Management Company, if any, to maintain continuously a comprehensive, coordinated set of job descriptions for Staff so as to promote effectiveness, efficiency, and economy in the operation of the School, and to coordinate its personnel policies with the Contract and School policies. No job description shall preclude the Board or Superintendent from adding or subtracting from such description at any time.

325.1 Public Records

Public records are recorded accounts or information that are kept by the School for the conduct of School business and instruction. Any person may inspect the public records of the School during regular business hours of the office in which such records are kept, provided adequate advance notice is given to the custodian of the records. An Employee or representative will be present during the inspection of the records. A person may purchase copies of the School's public records upon payment of a fee, which is equal to the exact cost of making the copies. The School's public records may not be removed from the School except by an Employee who is authorized to do so.

R.C. 149.43.

See also Policy No. 147 Public Records Policy and Policy No. 147.1 Records Retention and Disposal Policy.

157

Insurance

The Governing Authority shall purchase with School funds the type and amount of insurance necessary to protect the School from major financial losses.

Coverage shall include, but need not be limited to, the following:

- A. fire and extended coverage on buildings and contents;
- B. comprehensive bodily injury, property damage on automobiles, buses and trucks;
- C. special coverage for equipment not ordinarily covered under a standard policy, if applicable;
- D. employee insurance coverage as specified in the Charter Contract or by Board action;
- E. worker's compensation coverage;
- F. legal liability for Board members and officers; and
- G. that insurance required under the School's Contract.

The School Treasurer, fiscal agent, Superintendent, or management company (check one) shall administer the insurance program.

158

Curriculum Development

The curriculum and educational program shall be developed, evaluated and adopted on a continuing basis and in accordance with a plan for curriculum growth established by the Superintendent or his/her designee.

As educational leader, the Superintendent or his/her designee shall be responsible to the Board for the development and evaluation of curriculum.

For purposes of these Board Policies and for consistent communication throughout the School, curriculum shall be defined as all the planned activities of the School, including formal classroom instruction and out-of-class activity, both individual and group, necessary to accomplish the educational goals of the School and such curriculum is set out in the Contract with the Sponsor.

The Board directs that the curriculum of this School:

- A. provide instruction in courses required by the School's Charter Contract;
and
- B. be consistent with the School's mission, philosophy and goals.

The Superintendent or his/her designee may conduct such innovative programs as are deemed desirable to the continuing growth of the instructional program and to better ensure accomplishment of the School's educational goals.

The Superintendent or his/her designee shall report each such innovative program to the Board along with its objectives, evaluative criteria, and costs, and, a recommendation as to any necessary changes in the Contract with the Sponsor.

The Board encourages, where it is feasible and in the best interest of the School, participation in programs of educational research.

The Board directs the Superintendent or his/her designee to pursue actively State and Federal aid in support of all School activities.

159

Development of School Policies

The Board itself will formulate and adopt policies and may accept recommendations of the Superintendent. The Board delegates to the Superintendent or his/her designee, the function of designing and implementing the guidelines, required actions, procedures and detailed arrangements under which the School will operate. These administrative guidelines shall not be inconsistent with the Policies adopted by the Board, unless the law so requires.

The Superintendent or his/her designee may also issue such handbooks as s/he may consider necessary for the effective administration of the schools and distribute them to staff and students and/or their parents.

As long as the provisions of these administrative guidelines, procedures, or handbooks are not inconsistent with Board policies, or with Federal or State law, they shall be binding upon all staff and students.

The Superintendent or his/her designee shall maintain a current organizational chart to which immediate reference can be made by the Board.

ATTACHMENT III

- Comprehensive plan specifying:
 - The process by which the Governing Authority will be selected in the future.
 - The management and administration of the School.
 - If the School is a currently existing public school, alternative arrangements for current public school students who choose not to attend the School and for teachers who choose not to teach in the School after conversion.
 - The instructional program and educational philosophy of the School.
 - Internal financial controls (with copies of all policies and procedures regarding internal financial controls adopted by the Governing Authority).
-

Comprehensive Plan

2018-19 School Year

ACADEMY OF EDUCATIONAL EXCELLENCE

(013195)

School Name

In accordance with RC 3314.03(B), each comprehensive plan should include the following information noted in each section below.

Section 1. The process by which the Governing Authority will be selected in the future.

Section 2. The management and administration of the School.

Section 3. If the School is a currently existing public school, alternative arrangements for current public school students who choose not to attend the School and for teachers who choose not to teach in the School after conversion.

Section 4. The instructional program and educational philosophy of the School.

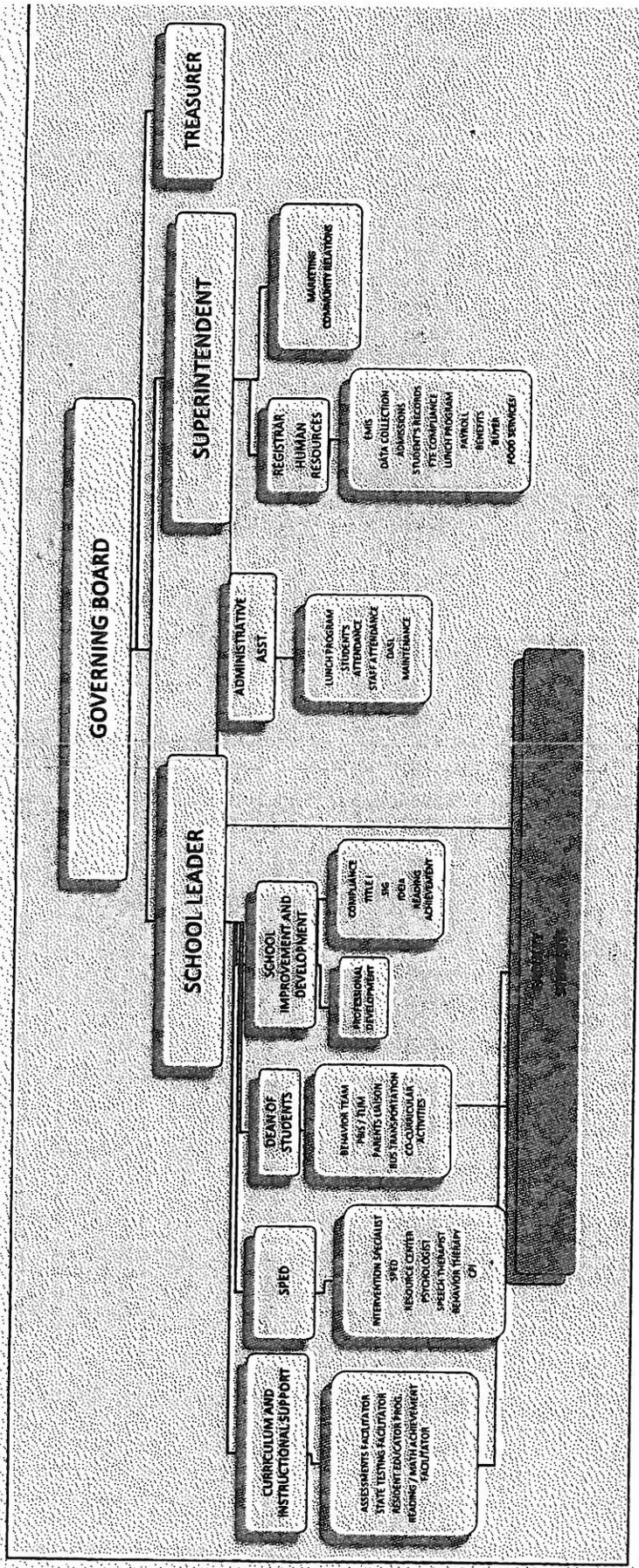
Section 5. Internal financial controls. When submitting such plan, the School shall also submit copies of all policies and procedures regarding internal financial controls adopted by the Governing Authority.

Please use the following pages to complete each section of your comprehensive plan. Make sure you include all financial control policies for section 5 with your financial plan.

ACADEMY OF EDUCATIONAL EXCELLENCE

ORGANIZATIONAL CHART

2019-2020



Section 1

The process by which the Governing Authority will be selected in the future.

The Academy of Educational Excellence has a five -member Governing Board. Whenever a vacancy occurs the Superintendent will recommend candidates to the board for them to screen and determine their capability to be part of the organism.

New candidates must submit their credentials and background checks before being appointed to the board.

On the other hand, AEE is a member of the Toledo Chamber of Commerce. Possible candidates are chosen from among active businessmen and/or chamber members, in order to have visionaries and persons with adequate background as possible board members.

Section 2

The management and administration of the School.

1. See attachment with 2018-2019 Organizational Chart.
2. School administrators are selected and appointed by the Governing Authority.

Section 3

if the School is a currently existing public school, alternative arrangements for current public school students who choose not to attend the School and for teachers who choose not to teach in the School after conversion.

NOT APPLICABLE

Section 4

The instructional program and educational philosophy of the School.

1. See attachment with Educational Logic Model.
2. Instructional program is supported by the following curricula:
 - a. *Success for All – ELA*
 - b. *Eureka Math*
 - c. *The Leader in Me*
 - d. *PBIS*
 - e. *Star 360 Assessments*
3. *AEE instructional program and its educational logic model is built around the Ohio Learning Standards.*

ACADEMY OF EDUCATIONAL EXCELLENCE

VISION STATEMENT

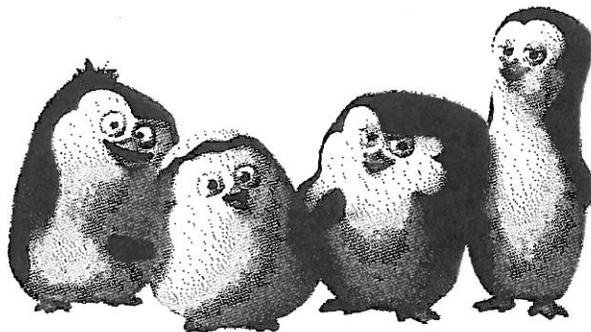
The Academy of Educational Excellence is located on a site that is visually pleasing and reflects our mission, our values, and our school culture. The campus serves as gathering space where parents and community members can share in the richness of our school culture. AEE students enjoy coming to school and spending the day in classroom and activities that will maximize opportunities for learning. Students are holistically supported to meet or exceed grade level benchmark goals. The academic program offers a solid presentation of the core content areas with a rich diversity in extracurricular offerings. The school is well staffed to meet our mission and goals, with educational leaders, teachers, para-professionals and support specialists that share in the AEE mission. Collaboration between staff and other resource people provide both structure and opportunity for continuous improvement and organizational growth.

VALUES STATEMENT

*At the Academy of Educational Excellence, we value:
A supportive and stimulating environment that nurtures the whole child.
Empathy, compassion, and respect for cultural and ecological diversity.
A lifelong love and commitment for learning.*

MISSION STATEMENT

The mission of the Academy of Educational Excellence is to develop the whole child, allowing them to achieve their full academic potential, while preparing them for global leadership. This will be accomplished through rigorous mastery-focused curriculum including foreign languages, technology, enthusiastic teaching staff, and a caring involved community.





Academy of Educational Excellence

EDUCATIONAL LOGIC MODEL

EMPOWERED TO LEAD	EMPHASIS IN READING COMPREHENSION, VOCABULARY AND WRITING SKILLS (ACCORDING TO GRADE LEVEL) (SUPPORTED BY OHIO LEARNING STANDARDS) EMPHASIS IN LEADERSHIP EFFECTIVENESS - POSITIVE BEHAVIOR AND LIFE SKILLS.	EMPHASIS IN MATHEMATICS, SCIENCE, SOCIAL STUDIES AND TECHNOLOGY (ACCORDING TO GRADE LEVEL) (SUPPORTED BY OHIO LEARNING STANDARDS) EMPHASIS IN LEADERSHIP EFFECTIVENESS - POSITIVE BEHAVIOR AND LIFE SKILLS FOCUS ON YOUTH DEVELOPMENT
<p>Assumes responsibility about their future Celebrates success</p> <p>Assumes healthy life styles</p> <p>Uses technology strategically</p> <p>Strongly develops social skills</p> <p>Give Respect to Others</p> <p>Cooperate</p> <p>Denotes critical thinking</p> <p>Thinks before speaking</p> <p>Translates Goals into Action Steps</p> <p>Autonomy balanced with accountability</p> <p>Seeks first to understand and then to be understood</p> <p>Penetrates in the solution of problems</p> <p>Shows Independence</p> <p>Denotes abstract reasoning</p> <p>Setting goals for themselves</p> <p>Puts first things first</p> <p>Denotes study habits</p> <p>Builds knowledge out of content</p> <p>Can set life goals</p> <p>Be Proactive</p>	<p>Learn to Read</p> <p>Journey to Success- Transition to Middle School</p> <p>FOCUS ON THE WHOLE CHILD DEVELOPMENT</p> <ul style="list-style-type: none"> Assessment of needs (academic and social-emotional) Develop student's profiles Develop Reading Improvement Monitoring Program Develop IEPs (if necessary) Psychological/Behavior / Quarterly Academic Assessment Positive Behavior/Crisis Intervention Adults role modeling of the 7 habits <p>Development of leadership, life skills and 7 habits OF HIGHLY EFFECTIVE LEADERS</p> <p>Tutoring and homework assistance (reading and mathematics skills)</p> <ul style="list-style-type: none"> Physical Education, Technology, Visual Arts, Music and Choir Participation in leadership team clubs Co-curricular / After School Extracurricular Experiences <p>Education for Adventure— <i>The Leader in Me</i></p> <p>Educational projects / fieldtrips (Social Studies/Science oriented)</p> <p>Technological experiences</p>	<p>Reading to Learn</p> <p>Journey to Success- Transition to High School</p> <p>FOCUS ON YOUTH DEVELOPMENT</p> <ul style="list-style-type: none"> Development and/or follow-up to student's profiles Follow-up Reading Improvement Monitoring Program Emphasis on Mathematics Adults role modeling of the 7 habits Develop IEP's (if necessary) Positive Behavior/Crisis Intervention Psychological/Behavior / Quarterly Academic Assessment <p>Reinforce leadership, life skills and 7 habits of HIGHLY EFFECTIVE LEADERS</p> <p>Tutoring and homework assistance (reading and mathematics skills)</p> <ul style="list-style-type: none"> Physical Education, Technology, Visual Arts, Music and Choir Participation in leadership team clubs Co-curricular / After School Extracurricular Experiences <p>Education for Adventure— <i>The Leader in Me</i></p> <p>Use of technology for learning purposes</p> <p>Healthy life style skills</p>
K	1	4
	2	5
	3	6
	PRIMARY SCHOOL	MIDDLE SCHOOL

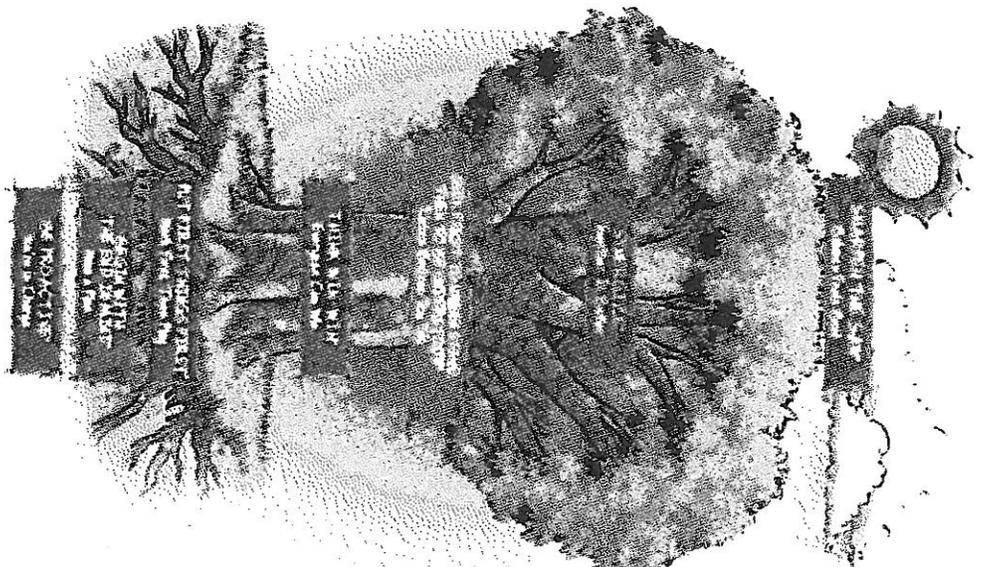
HONORING CITIZENSHIP SYNERGY PLANNING COMMUNICATION
 COLLABORATION LEADERSHIP LITERACY
 LISTENING
21ST CENTURY
 LEARNING CRITICAL THINKING
 TEAMWORK GOAL SETTING GLOBAL SKILLS
 DECISION MAKING LITERACY
 PROBLEM SOLVING
 RESPONSIBILITY

At AEE we are not merely focused on improving test scores and academic performance of our students, but also in providing opportunities for our students to develop their full potential.

- Leadership Skills
- 21st-Century Skills
- Social Emotional Learning
- Whole-Child Education
- School Culture
- Character Education
- School Bullying
- Responsibility
- Accountability
- Problem Solving
- Adaptability
- Communication
- Initiative and Self-Direction
- Creativity
- Cross-Cultural Skills
- Teamwork
- Positive Behavior Skills

PLACE
STAMP
HERE

ACADEMY OF EDUCATIONAL EXCELLENCE
 728 Parkside Boulevard
 Toledo, OHIO 43607

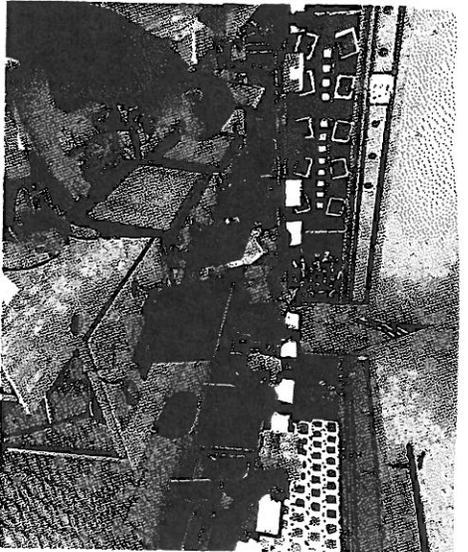


AEE

ACADEMY OF EDUCATIONAL EXCELLENCE

A LEADER IN ME SCHOOL
 FOUNDED IN 2012





ABOUT OUR SCHOOL

Dear AEE Community,

Welcome to the 2019-2020 school year! I am excited to begin our eighth school year since our foundation, and my sixth as School Leader at AEE. I hope that together we can continue to work in partnership to ensure every student at AEE is actively engaged in a rigorous learning experience while developing social-emotional skills that will foster resilience, leadership, perseverance, empathy and the ability to collaborate and communicate in a diverse learning and work community.

We will begin our third year of *THE LEADER IN ME*. All our staff members have actively participated in professional development geared to promote the aligning of academics to this program and to assure that all are actively promoting leadership skills that will empower our students to become real leaders at school and in their communities.

On the other hand, many of our teachers have participated recently on a diversity of professional development trainings geared to implement Positive Behavior Intervention Strategies and Trauma Intervention.

Our Governing Board has approved and invested monies in the professional development of our instructional staff in order to promote and guarantee an education of excellence in our school.

During school year 2019-2020 our school hours will continue to be from 9am—3:30pm (breakfast will continue to be offered at 8:30am).

An **AFTER SCHOOL PROGRAM** (Monday-through Thursday— 3:30—5:00pm) will continue to be offered in the new school year for students denoting low-achievement in Reading and Math. Bus transportation will also be available for the After-School Program participants. This program will have limited spaces available.

Drumlines/Steps will continue to be offered to the 3-4-5-6th graders. Dates will be announced once school starts.

We will also continue our music program in ALL our grades. Moreover, we also will be offering our Visual Arts, Physical Education and Technology programs. Besides enriching our curriculum, these programs offer our students the opportunity to develop their artistic talents, physical and technological skills.

This year we will develop and emphasize on a positive behavior support program. We will support students with behavioral, social and emotional goals. The staff at AEE believes in showing their appreciation for positive behavior and demonstration of our school-wide expectations of: **Respect, Responsibility, Readiness, and Resourcefulness** (The 4Rs).

One of the greatest characteristics of the AEE learning community is the genuine care and compassion shared between staff, students, and parents. AEE is a place where staff and families can come together to ensure that the children entrusted into our care grow to be productive, confident, compassionate, members of a global society.

Our Faculty and Staff have worked very hard to prepare the classrooms and building for you, and we are looking forward to seeing you challenge yourselves in all that you do this school year.

I look forward to an amazing year!

Fondly,

Dr. Israel I. Koppisch
School Leader

DATES TO REMEMBER

- AUGUST 15-16 School Starts 1-6 - Early dismissal 12N
- AUGUST 19— FULL DAY 1-6 .
- AUGUST 19— Kindergartners whose last names start from A-H (ONL Y) (FULL DAY)
- AUGUST 20— Kindergartners whose last names start from I-M (ONL Y) (FULL DAY)
- AUGUST 21— Kindergartners whose last names start from N-Z (ONL Y) (FULL DAY)
- AUGUST 22— ALL KINDERGARTNERS—FULL DAY
- SEPTEMBER 2— LABOR DAY HOLIDAY- No School

Contact Us 419-382-2280

ACADEMY OF EDUCATIONAL EXCELLENCE

Visit us on the web: www.aee Toledo.com

Visit us on Facebook.

Section 5

Internal financial controls. When submitting such plan, the School shall also submit copies of all policies and procedures regarding internal financial controls adopted by the Governing Authority.

AEE financials are totally controlled by the School Treasurer, who perform all services required by and in accordance with Section 3314.011 and applicable provisions of Chapter 117 of the Ohio Revised Code for Treasurer, Accounting, Fiscal Officer and bookkeeping services.

The Treasurer:

- Is to be available to attend Board meeting;
- Is to assist in the implementation and maintenance of the fiscal policies and procedures for the school and governing authority in accordance with professional accounting procedures;
- Is to maintain financial stability in internal fiscal controls and systems to assure compliance with established standards, policies and procedures;
- Will conduct analysis as needed or upon request of specific line items, cost groups, or expenditures in general to understand spending trends of the School.
- Will secure Public Official Bond on behalf of the School and at the expense of the Governing Board, maintain credentials required by the State of Ohio to hold the position of a licensed School Treasurer;
- Will ensure that all transactions are coded utilizing the State of Ohio Chart of Accounts, USAS coding, and maintain ability to file reports on a cash-basis where required;
- Maintain accurate general ledger and all their financial records;
- Prepare financial and statistical reports as requested by the Governing Board;
- Assist in the preparation and revision of the School's Five Year Forecast in accordance with Section 5705.391 of the Ohio Revised Code;
- Through the use of a CPA firm hired by the Board, prepare Form 990 annually and in time for school. File all 990's, 941s or other IRS filings, with the exception of payroll filings, timely and prepare and file annual Form 4501 fiscal report;
- Communicate with the Ohio Department of Education and the Auditor of the State of Ohio, among other funding agencies, to ensure sufficient funds are available for program operation and to assist in the execution of fund transfers;
- Review and approve financial status reports and funding reimbursement requests;
- Ensure that the reports are reconciled with the general ledger, verify supporting documentation and submit to funding agencies on a timely manner;
- Verify proper sources and uses of funds for all federal and state grants made to the School, and be responsible for timely completion of governmental



GOVERNING BOARD

FINANCIAL CONTROL AND PROCEDURES POLICY

AEE financials are totally controlled by the School Treasurer, who will perform all services required by and in accordance with Section 3314.011 and applicable provisions of Chapter 117 of the Ohio Revised Code for Treasurer, Accounting, Fiscal Officer and bookkeeping services.

AEE Treasurer reports directly to the Governing Authority.

The Treasurer:

- Is to be available to attend Board meeting;
- Is to assist in the implementation and maintenance of the fiscal policies and procedures for the school and governing authority in accordance with professional accounting procedures;
- Is to maintain financial stability in internal fiscal controls and systems to assure compliance with established standards, policies and procedures;
- Will conduct analysis as needed or upon request of specific line items, cost groups, or expenditures in general to understand spending trends of the School.
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- Maintain accurate general ledger and all their financial records;
- Prepare financial and statistical reports as requested by the Governing Board;
- Assist in the preparation and revision of the School's Five Year Forecast in accordance with Section 5705.391 of the Ohio Revised Code;
- Through the use of a CPA firm hired by the Board, prepare Form 990 annually and in time for school. File all 990's, 941s or other IRS filings, with the exception of payroll filings, timely and prepare and file annual Form 4501 fiscal report;

- Communicate with the Ohio Department of Education and the Auditor of the State of Ohio, among other funding agencies, to ensure sufficient funds are available for program operation and to assist in the execution of fund transfers;
- Review and approve financial status reports and funding reimbursement requests;
- Ensure that the reports are reconciled with the general ledger, verify supporting documentation and submit to funding agencies on a timely manner;
- Verify proper sources and uses of funds for all federal and state grants made to the School, and be responsible for timely completion of Comprehensive Improvement Plan (CCIP) in consultation with school authorities;
- Prepare monthly unaudited financial statements and other financial reports (as requested) for presentation to the Governing Board at special and regular meetings;
- Review and approve bank reconciliations on a monthly basis, verifying balances reconciled to the general ledger;
- Review and approve bi-weekly payroll documents processed by third party;
- Ensure all quarterly tax returns are prepared and timely reconciled to the general ledger;
- Prepare and issue semi-monthly payroll via direct deposit and mail;
- Pay all local, state and federal taxes and employee deductions;
- Ensure compliance with purchasing procedures and process all purchase orders and invoices, perform physical inventory of assets and equipment annually;
- Coordinate and act as the liaison between the Governing Authority and Auditor of State of Ohio during the annual audit process.
- Will provide the sponsor organization (NCOESC) with any financial reports requested and/or monthly financial statements.

Purchasing/Invoicing

Before placing a purchase order, each party authorized to place a purchase order should consider whether the material requested may be available elsewhere in the School or in the management company network. In the interests of economy, fairness and efficiency, the Board requires that:

- A. All purchase orders shall be numbered consecutively.
- B. An informal but documented assessment of the responsibility, reliability, comparative cost and reputation of available qualified suppliers shall have been conducted before the purchase order is submitted.
- C. Certain purchases may be below an amount of money allowed to be spent without a properly signed purchase order, as authorized by the management company and the Superintendent.
- D. Insofar as conditions permit, all legitimate business suppliers shall be treated courteously.
- E. Credit card agreements may be approved by the Superintendent and the management company, at their sole but joint discretion, and, if so approved, all credit cards shall be kept in the custody of the Superintendent in a locked area. All credit card purchases require the prior written approval of the Superintendent and the _____. Any staff member or Board member entrusted with a credit card shall be personally liable for the proper use and safekeeping of the credit card.
- F. Cooperative purchasing among schools managed by the same company is encouraged, if it results in an economic advantage. Other cooperative purchasing may be considered as well.
- G. If it results in an advantage of any kind, the School may prefer local vendors.
- H. All applicable ethical and conflicts rules shall be followed when purchasing or soliciting for purchasing. No director, officer, employee, staff or agent of the School shall 1) solicit or participate in the negotiations of a contract in which he or she has any direct or indirect pecuniary or beneficial interests or 2) accept any gift or favor from a vendor which might influence their recommendations in the eventual purchases of equipment, supplies or services.

These policies do not prevent any person from receiving royalties upon the sale of any textbook or similar educational product of which she or he is the author, which has been properly approved for use in the School.

If the Board is presented with an invoice from a vendor, the vendor must certify that the good or services were used for School purposes, the invoice must contain sufficient itemization to determine that the services or goods were used for School purposes and the fiscal agent or fiscal officer of the School shall pre-approve payment before the invoice is approved by the Board.

R.C. 102.03; OAC 117-2-02

See also Policy No. 395.1 Purchase of Supplies and Materials, Equipment. See also Policy No. 148.6 Credit Cards.

Fixed Asset Policy/Title Assets Policy**A. Purpose**

The School's fixed asset/Title I policy establishes a fixed asset accounting system that, if followed, will ensure that the School properly handles and disposes of assets, including those assets obtained with Title I grant monies and contains sufficient data to permit:

1. the preparation of fiscal year end financial statements in accordance with Generally Accepted Accounting Principles (GAAP);
2. adequate insurance coverage; and
3. control, accountability and security.

Criteria for Fixed Asset Capitalization

An item is a Fixed Asset if:

1. it has a useful life of one (1) year or more, and
2. the cost of the asset is greater than \$1,500.00, or, it is a leased asset with a purchase price of greater than \$1,500.00.

Valuation

Fixed assets are to be valued at historical cost or, if that amount is not practicably determined, at estimated historical cost. The Controller shall determine the estimated historical cost.

Donated fixed assets shall be valued at the donor's estimated fair market value at the time of gifting.

Depreciation

Assets will be depreciated using straight-line depreciation. Estimated life for fixed assets shall follow ASBO (Association of School Business Officials) guidelines.

Classifications:

Fixed assets shall be classified as follows:

1. furniture
2. equipment
3. leased fixed assets

4. real property

Information

The following information shall be maintained for all fixed assets:

1. description of the asset
2. who holds title to the property
3. serial number of the asset
4. asset classification
5. location, use, and condition of the asset
6. purchase price and percentage of federal participation
7. vendor
8. date purchased or leased
9. accumulated depreciation
10. date and method of disposal and sale price
11. records generated by physical inventories

Management of Fixed Assets

The School shall conduct a physical inventory of its fixed assets no less frequently than every two years. The results of the physical inventories must be reconciled with the property records.

The School shall develop a control system to safeguard against loss, damage, or theft of fixed assets. The School shall investigate any loss, damage, or theft of any fixed asset.

In order to prevent loss or theft of School property, all fixed assets (other than real property) will have a School fixed asset sticker.

The School shall maintain its fixed assets in order to keep them in good condition and working order.

The School shall establish and follow procedures to ensure that it receives the overall best possible return, if it sells any fixed asset. An independent valuation or market comparison may be used, among any other reasonable method of valuation.

Real Property Acquired with Title I Grants

Real property acquired with federal Title I grant monies received by the School shall be titled in the name of the School.

Real property acquired with federal Title I grant monies shall be used for the purposes authorized by the grant(s).

The School shall not transfer or encumber its title or other interest in any real property acquired with federal Title I grant monies.

Equipment Acquired with Title I Grants

Equipment acquired with federal Title I grant monies received by the School shall be titled in the name of the School.

For as long as needed, the School shall use equipment acquired with federal Title I grant monies in the program or project for which it was acquired, whether or not the project or program continues to be supported by federal funds. The equipment may be used in other activities currently or previously supported by a federal agency when it is no longer needed for the program or project for which it was acquired.

The School can use equipment acquired with federal Title I grant monies on other projects or programs that are currently or were previously supported by the Federal Government provided that such use will not interfere with the program or project for which the equipment was acquired. First preference should be given to other programs or projects supported by the agency that awarded the grant monies.

The School shall not use the equipment acquired with federal Title I grant monies to provide services for a fee.

The School shall obtain the approval of the awarding agency before it (1) uses equipment acquired with federal Title I grant monies as a trade-in to acquire equipment to replace the old equipment, or (2) sells the old equipment and uses the sale proceeds to offset the cost of the replacement equipment.

Equipment Furnished by Federal Agency

The School shall ensure that the equipment remains titled in the name of the Federal Government.

The School shall follow the rules and procedures of the federal agency for managing the property.

Disposal of Fixed Assets not Acquired with Title I Funds

Fixed assets that were not acquired in whole or part with federal grant monies will be disposed in a manner approved by the School Board.

Disposal of Fixed Assets Acquired with Title I Grants

Real Property. When real property acquired with federal Title I grant monies is no longer used for the originally authorized purpose(s), the School shall dispose of such property pursuant to instructions provided by the awarding agency.

Equipment. The School may retain, sell or otherwise dispose of equipment acquired with Title I funds. However, the School shall contact the awarding agency for disposition instructions before it sells any equipment with a per unit value of greater than \$5,000 because the awarding agency may have a right to a portion of the proceeds of the sale. State law may dictate the procedures that must be followed or otherwise place restrictions on the ability of the School to sell the property.

Disposal of Equipment Provided by a Federal Agency

The School shall only dispose of federal equipment pursuant to instructions provided by the federal agency that provided the equipment.

R.C. 117.09; OAC 117-2-05; OAC 117-2-02; 34 CFR Sections 80.31 and 80.32

See also Policy No. 148.8 Federal Grants Procurement, Monitoring and Administration.

148.3**Audit Committee**

The Board shall establish an audit committee which shall consist of one of the following: the entire Board membership, or, a minority of the Board membership, or, a minority of the Board membership and any outside consultants of the Board's choice. At least one member of the audit committee shall possess knowledge in the areas of accounting, auditing, financial reporting or school finance. The audit committee shall serve a one-year term and meet as often as necessary to carry out its responsibilities. Members of the audit committee shall attend to their responsibilities in good faith, and in a manner they reasonably believe to be in the best interests of the School.

The purpose of the audit committee is to ensure that both external and internal audit functions and other accountability issues receive adequate oversight. The audit committee's responsibilities include, but are not necessarily limited to, a review of the annual unaudited financial reports submitted to the Auditor of State; a periodic review of the interim financial information submitted to the Board; a review of all audit results; an assurance that audit recommendations are appropriately addressed; serving as a liaison between School management and the independent auditors. Any recommendations of the audit committee shall be presented to the Board and responsibility for official action remains with the Board.

OAC 117-2-05

148.4

Independent Contractors

For purposes of this policy, independent contractors are individuals who provide services to the School who are not treated as employees of the School for purposes of withholding federal employment and income taxes.

The School may contract with an independent contractor for a service if none of the School's employees are qualified to provide the service, or, if having Employees perform the service would interfere with the daily operations of the School, or, if the Board of Directors of the School or its authorized designee deems it in the best interest of the School.

The School shall maintain a list of the independent contractors with whom it has contracted.

To the extent required by law, the School shall issue a 1099 Form to each independent contractor reporting the amount paid to the contractor and file the form with the appropriate governmental agency(ies).

In contracting for services with any independent contractor, the School shall enter into a written contract on or before the date the independent contractor begins to provide services under the contract if the amount payable under the contract is \$600.00 or more. The contract shall specifically describe the services that the independent contractor will provide under the contract.

The School shall obtain a W-9 form from the independent contractor at the time the contract is executed.

Subject to the terms of the contract, the School shall require that the independent contractor substantiate that the services have been performed before the School shall remit payment for the services.

No independent contractor shall be paid as an employee on a W-2 form. If any state retirement system decides that School must pay into its system on behalf of a contractor, such funds will be deducted from the gross pay to the contractor.

All employees of independent contractors providing "essential school services" to the School must fulfill one of the following conditions:

1. The independent contractor has provided proof that it has requested a criminal records check, including an FBI check, within the five-year period prior to the date on which the person will begin working in the School and the records check indicated that the person had not been convicted of or pleaded guilty to an offense that would disqualify the person for employment with the School;

OR

2. During periods of time when the employee of the independent contractor will have routine interaction with a child or regular responsibility for the care, custody or control of a child, an employee of the School has been assigned to be present in the same room as the child or, if outdoors, to be within a 30-yard radius of the child or to have visual contact with the child.

The School's Superintendent or his/her designee is responsible for ensuring that employees of independent contractors have successfully completed a criminal records check or will be supervised when they have access to children.

The Superintendent has specified that "essential school services" are necessary services that would need to be provided by Employees if the services were not provided by an independent contractor (such as food, janitorial or clerical services).

IRC 6041; R.C. 3314.41

148.5

Annual Financial Report

The School shall file an annual financial report, which must be prepared using generally accepted accounting principles. The report must contain the following:

1. The amount of collections and receipts, and accounts due from each source;
2. The amount of expenditures for each purpose;
3. The income of each public service industry owned or operated by a municipal corporation, and the cost of such ownership or operation (if applicable); and
4. The amount of public debt of each taxing district, the purpose for which each item of such debt was created, and the provision made for the payment thereof (if applicable).

The School must prepare two copies of the report. The original must be filed with the auditor of state at "Auditor of State, Local Government Services Division, 88 East Broad Street, Columbus, Ohio 43216-1140", or "Post Office Box 1140, Columbus, Ohio 43216-1140" and the copy must be retained by the School's fiscal officer. The report must be filed either in paper form or electronically in a manner and format prescribed by the auditor of state and must be filed within one hundred and fifty days after the close of the fiscal year. At the time the report is filed with the auditor of state, the School's chief fiscal officer, must publish notice in a newspaper of general circulation in the political subdivision or taxing district.

R.C. 117.38; OAC 117-2-03.

Credit Cards

For purposes of this policy credit cards are defined to include business check cards and debit cards. The Board recognizes the convenience and efficiency afforded by the use of School credit cards. A credit card shall not be used in order to circumvent the general purchasing procedures established by State law and Board policy. The Board affirms that credit cards shall only be used in connection with Board-approved or School-related activities and that only those types of expenses that are for the benefit of the School and serve a valid and proper public purpose shall be paid for by credit card. As such, employees are required to abide by the following guidelines when using a School credit card.

1. All credit cards issued to and in the name of ACADEMY OF EDUCATIONAL EXCELLENCE shall be held and supervised by the Superintendent.
2. Subject to the discretion of and the approval of the Superintendent, credit cards may be used for eligible goods and services including:
 - a. Transportation reservations and expenses.
 - b. Conference registrations.
 - c. Hotel reservation guarantees and expenses.
 - d. If monies are budgeted and deposited with the Superintendent in advance, credit cards may be used by Employees for student trips and competitions for safety and security reasons.
 - e. Reasonable real expenses, including a maximum gratuity of twenty percent (20%), but excluding alcoholic beverages, since the purchase of such beverages clearly fails to serve a valid and proper public purpose.
 - f. Purchases from vendors who do not accept purchase orders or vouchers, with prior approval from the Superintendent.
 - g. Other purchases approved by the Superintendent on a case-by-case basis.
3. Credit cards shall not be used for personal purchases or expenditures not allowed under this guideline. In particular, credit cards shall not be used for expenses that are not incurred in connection with Board-approved or School-related activities, are not for the benefit of the School, and do not serve a valid and proper public purpose. Use of credit cards in an unauthorized or illegal manner may result in revocation of credit card privileges, disciplinary action and/or, where appropriate, may require the user to pay any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase.

4. Employees requiring the use of School credit cards shall request (in writing) such cards from the Superintendent.
5. The School is a nonprofit instrumentality of the State of Ohio. Tax exemption forms shall be utilized and are available in the Superintendent's office.
6. Upon receipt of a School credit card, employees shall:
 - a. Inform merchants that the purchase is for "Official School Business" and is not subject to State or local sales tax. However, if the merchant fails to waive the tax, the employee shall pay it. For large purchases where the merchant refuses to waive the tax, the employee shall present a tax exemption form.
 - b. Maintain credit cards in a secure fashion and prevent unauthorized charges to the account.
 - c. Maintain sufficient documentation of all purchases, including, but not limited to, charge receipts, original cash register slip or other detailed receipt, and invoices.
 - d. Provide documentation of all purchases to the Superintendent in a timely manner to ensure prompt payment.
 - e. Immediately notify his/her immediate supervisor and the Superintendent if the card is lost or stolen.
 - f. After use, School credit cards are to be returned to the Superintendent, along with appropriate receipt copies of all charges.
 - g. Upon receipt of the appropriate documentation, credit card expenditures will be paid through the Superintendent's Office.
 - h. The Superintendent or his/her designee will monitor the credit card account(s) and reconcile all credit card accounts on a monthly basis. A report will be a part of the monthly Cash Activity Report, as reported to the Board.
 - i. If the employee is terminated or resigns, (s)he must return the credit card and shall remain responsible for any inappropriate use.
7. Failure to turn in receipts and appropriate forms to the Superintendent within five business days may result in the charges being deemed unrelated or unsubstantiated. This amount will then be charged back to the user.

See also Policy No. 148.1 Purchasing/Invoicing.

148.7 Staff Reimbursement

Expenses which are incurred by professional staff members as a result of authorized travel for the School will be reimbursed to the extent provided for in these guidelines.

Reimbursement is intended to provide for transportation, lodging, and food of reasonable and adequate quality. When traveling on School business, a professional Staff member is expected to use the same care in incurring expenses that a prudent person would exercise if traveling on personal business, and reasonable efforts will be made to reimburse actual expenses. Excessive costs, such as those caused by circuitous routes or luxury services or accommodations, will not be considered prudent, nor will they be accepted for reimbursement. No charges for alcoholic drinks will be reimbursed. Rental cars must be economy rentals unless approved in advance by the Treasurer as otherwise necessary or prudent.

Authorization and Procedure: When travel is expected, a requisition form should be completed and approved by the Superintendent at least ten (10) days prior to the date a decision is needed. This request should detail all estimated expenditures.

Reimbursement: Reimbursement will be at the current approved IRS rate if driving on School business. If transporting students to competition or trips, Staff volunteers will be reimbursed actual expenses, documented by receipt, or at the IRS Approved Charitable Rate.

A Travel Reimbursement Form must be completed and signed by a supervisor. All claims must be supported by original receipted bills. Reimbursement for reasonable charges for tolls and parking will be made upon presentation of supporting receipts.

Other Reimbursement: Staff must follow all rules concerning purchasing and School credit card use. If Staff otherwise personally advances money on behalf of the School, it does so completely at its own risk of non-reimbursement, provided however, the Board is authorized to reimburse such advances only if it finds that the expenditure was made without adequate opportunity for prior approval, or was an emergency and advanced as a necessity, for the benefit of the School. All reimbursements must be supported by detailed receipts.

Staff cannot be reimbursed for any expense if the Staff member received a benefit through a rewards program for that expense. Rewards programs allow users to earn rewards based on how much money they spend. Examples of rewards programs include, but are not limited to, frequent flier miles, grocery store loyalty card programs, and hotel free night programs. This prohibition includes rewards programs tied to credit cards and loyalty customer cards.

See also Policy Nos. 395 Purchasing Policies; 395.1 Purchase of Supplies and Materials, Equipment.

Ohio Ethics Comm. Advisory Opinion No. 91-010

Date Adopted

148.8 Federal Grants Procurement, Monitoring and Administration

In addition to the applicable policies set forth elsewhere in this manual, the following policies shall apply when the School expends federal grant funds to purchase property or obtain services.

- A. Competition. To the extent required by law, the School shall use procurement methods that provide for full, free, and open competition and comply with the federal procurement regulations. The School shall award the contract to the party whose bid or proposal, after considering all appropriate facts, is most advantageous to the School if the School solicits bids or competitive proposals to secure property or services.
- B. Procurement Procedures. To the extent required by law:
 - 1. The School shall review any proposed procurement to avoid purchasing unnecessary property or services.
 - 2. Before acquiring an item, the School shall compare the advantages of leasing and purchasing property.
 - 3. The School shall conduct a cost or price analysis in connection with every procurement transaction, including contract modifications.
 - 4. The School shall ensure that its solicitations for goods and services contain the descriptions and provide the other information required under the applicable federal regulations.
 - 5. The School shall attempt to ensure that the parties it contracts with are responsible and capable of fulfilling the terms of the contract.
 - 6. The School shall create and maintain records that document the procurement process that the School followed in each procurement transaction, including the rationale for utilizing the selected procurement method, the basis for awarding the contract, the justification for lack of competition if competitive bids or offers are not sought and the basis for award cost or price.
 - 7. The School shall make its procurement records available for review by the appropriate federal officials.
- C. Contract Provisions. Procurement contracts shall, at minimum, include the terms and conditions that are required by the applicable federal procurement regulations. To the extent required by law, the School shall require that the person awarded a contract satisfy the bonding requirements set forth in the applicable federal regulations.
- D. Contract Administration. The School shall delegate the responsibility for the administration of all procurement contracts and ensuring that the party awarded the contract satisfies the terms of the procurement contract to one or more School employees.
- E. Small/Minority/Women Businesses. To the extent possible, the School shall attempt to contract with small businesses, minority-owned firms, and women's business enterprises.

Federal Grant Administration

The School shall ensure that these procedures are followed with respect to all federal grant applications submitted by the School and all federal grants that are awarded to the School.

- A. Monitoring Grant Applications. The School shall delegate to one or more persons the responsibility for monitoring all pending federal grant application, who shall provide the Board with a report on the status of all federal grant applications at each regularly scheduled Board meeting.
- B. Monitoring Grant Expenditures. The School shall delegate to one or more persons the responsibility for monitoring federal grant expenditures, who shall provide the Board with a report on the expenditures made from each federal grant at each regularly scheduled Board meeting.
- C. Final Expenditure Reports. The School shall delegate to one or more persons the responsibility for reviewing all final expenditure reports for each federal grant that the School was awarded, reconciling the report(s) with the School's financial records, and ensuring that the final expenditure report for each federal grant is complete and accurate.

See also Policy No. 148.2, Fixed Asset Policy/Title Assets Policy.

ATTACHMENT IV

- School's education program, including its mission, the characteristics of the students it expects to attract, the ages and grades of the students, and the focus of the curriculum.
- Academic goals to be achieved by the School and the method of measurement that will be used to determine progress toward such goals, which shall include the statewide achievement assessments.
- Mission-specific goals to be achieved by the School and the method of measurement that will be used to determine progress toward such goals.
- Performance standards, including but not limited to all applicable report card measures, by which the success of the School will be evaluated by the Sponsor.
- Classroom-based and nonclassroom-based learning opportunities that will be offered to students enrolled in the School that is in compliance with criteria for student participation established by the Ohio Department of Education under R.C. 3314.08(H)(2).

ACADEMY OF EDUCATIONAL EXCELLENCE

VISION STATEMENT

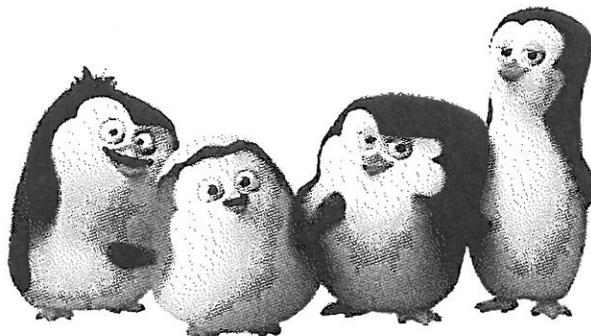
The Academy of Educational Excellence is located on a site that is visually pleasing and reflects our mission, our values, and our school culture. The campus serves as gathering space where parents and community members can share in the richness of our school culture. AEE students enjoy coming to school and spending the day in classroom and activities that will maximize opportunities for learning. Students are holistically supported to meet or exceed grade level benchmark goals. The academic program offers a solid presentation of the core content areas with a rich diversity in extracurricular offerings. The school is well staffed to meet our mission and goals, with educational leaders, teachers, para-professionals and support specialists that share in the AEE mission. Collaboration between staff and other resource people provide both structure and opportunity for continuous improvement and organizational growth.

VALUES STATEMENT

*At the Academy of Educational Excellence, we value:
A supportive and stimulating environment that nurtures the whole child.
Empathy, compassion, and respect for cultural and ecological diversity.
A lifelong love and commitment for learning.*

MISSION STATEMENT

The mission of the Academy of Educational Excellence is to develop the whole child, allowing them to achieve their full academic potential, while preparing them for global leadership. This will be accomplished through rigorous mastery-focused curriculum including foreign languages, technology, enthusiastic teaching staff, and a caring involved community.





Academy of Educational Excellence

EDUCATIONAL LOGIC MODEL

	←			→			
<p>EMPOWERED TO LEAD</p> <ul style="list-style-type: none"> Assumes responsibility about their future Celebrates success Assumes healthy life styles Uses technology strategically Emergize Demotes social skills Give Respect to Others Cooperate 	<p>Emphasis in Reading Comprehension, Vocabulary, and Writing Skills (according to grade level)(supported by Ohio Learning Standards)</p> <p>Emphasis in Leadership Effectiveness – Positive Behavior and Life Skills-</p> <p>FOCUS ON THE WHOLE CHILD DEVELOPMENT</p>						
	<p>Learn to Read</p> <p></p> <p>Journey to Success- Transition to Middle School</p>			<p></p>			
	<ul style="list-style-type: none"> Assessment of needs (academic and social-emotional) Develop student's profiles Develop Reading Improvement Monitoring Program Develop IEP's (if necessary) Psychological/Behavior / Quarterly Academic Assessment Positive Behavior/Crisis Intervention Adults role modeling of the 7 habits 						
	<p>Development of leadership, life skills and 7 habits OF HIGHLY EFFECTIVE LEADERS</p>						
	<p>Tutoring and homework assistance (reading and mathematics skills)</p> <ul style="list-style-type: none"> Physical Education, Technology, Visual Arts, Music and Choir Participation in leadership team clubs Co-curricular / After School Extracurricular Experiences 						
	<p>Education for Adventure— <i>The Leader in Me</i></p> <p>Educational projects / fieldtrips (Social Studies/Science oriented)</p> <p>Technological experiences</p>						
<p>Can set life Goals</p> <p>be Proactive</p>	K	1	2	3	4	5	6
<p>PRIMARY SCHOOL</p>				<p>MIDDLE SCHOOL</p>			

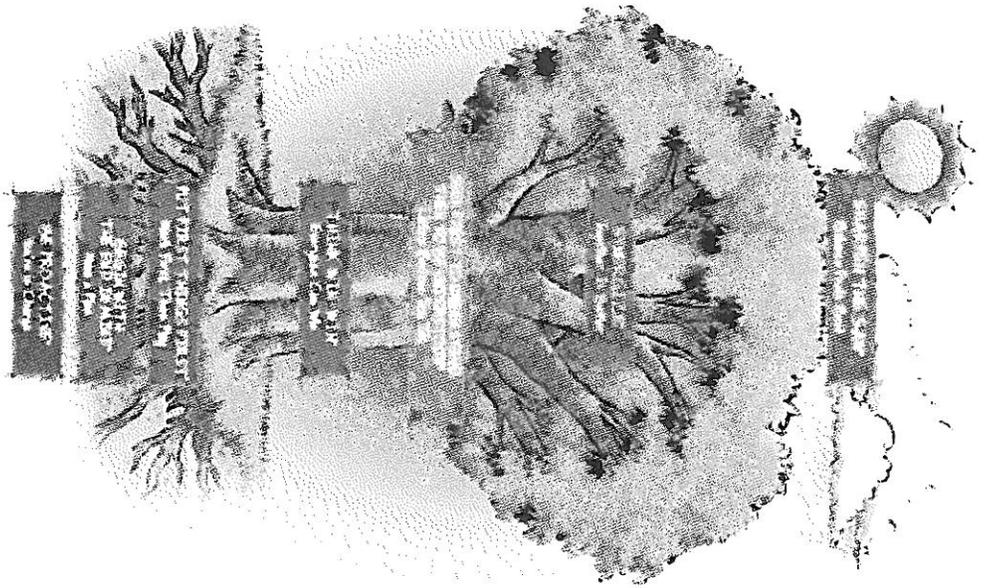
HONORABLE CITIZENSHIP SYNERGY PLANNING
 COLLABORATION LEADERSHIP LITERACY
21ST CENTURY
 DIVERSITY
LEARNING CRITICAL THINKING
 GOAL SETTING GLOBAL
 DECISION MAKING TOLERANCE LITERACY
 PROBLEM SOLVING
 RESPONSIBILITY

At AEE we are not merely focused on improving test scores and academic performance of our students, but also in providing opportunities for our students to develop their full potential.

- Leadership Skills
- 21st-Century Skills
- Social Emotional Learning
- Whole-Child Education
- School Culture
- Character Education
- School Bullying
- Responsibility
- Accountability
- Problem Solving
- Adaptability
- Communication
- Initiative and Self-Direction
- Creativity
- Cross-Cultural Skills
- Teamwork
- Positive Behavior Skills

PLACE
STAMP
HERE

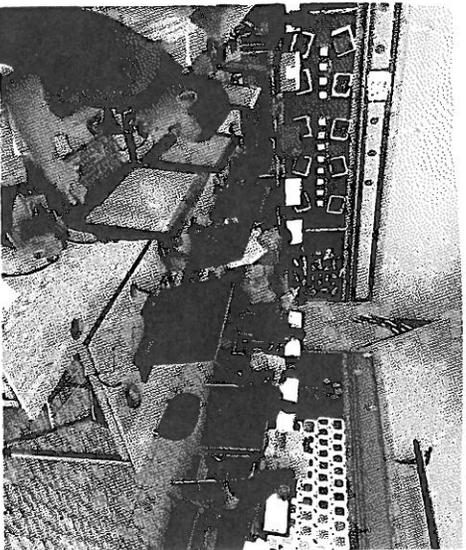
ACADEMY OF EDUCATIONAL EXCELLENCE
 728 Parkside Boulevard
 Toledo, OHIO 43607



AEE

ACADEMY OF EDUCATIONAL EXCELLENCE
A LEADER IN ME SCHOOL
 FOUNDED IN 2012





ABOUT OUR SCHOOL

Dear AEE Community,

Welcome to the 2019-2020 school year! I am excited to begin our eighth school year since our foundation, and my sixth as School Leader at AEE. I hope that together we can continue to work in partnership to ensure every student at AEE is actively engaged in a rigorous learning experience while developing social-emotional skills that will foster resilience, leadership, perseverance, empathy and the ability to collaborate and communicate in a diverse learning and work community.

We will begin our third year of *THE LEADER IN ME*. All our staff members have actively participated in professional development geared to promote the aligning of academics to this program and to assure that all are actively promoting leadership skills that will empower our students to become real leaders at school and in their communities.

On the other hand, many of our teachers have participated recently on a diversity of professional development trainings geared to implement Positive Behavior Intervention Strategies and Trauma Intervention.

Our Governing Board has approved and invested monies in the professional development of our instructional staff in order to promote and guarantee an education of excellence in our school.

During school year 2019-2020 our school hours will continue to be from 9am—3:30pm (breakfast will continue to be offered at 8:30am).

An **AFTER SCHOOL PROGRAM** (Monday-through Thursday—3:30—5:00pm) will continue to be offered in the new school year for students denoting low-achievement in Reading and Math. Bus transportation will also be available for the After-School Program participants. This program will have limited spaces available.

Drumlines/Steps will continue to be offered to the 3-4-5-6th graders. Dates will be announced once school starts.

We will also continue our music program in ALL our grades. Moreover, we also will be offering our Visual Arts, Physical Education and Technology programs. Besides enriching our curriculum, these programs offer our students the opportunity to develop their artistic talents, physical and technological skills.

This year we will develop and emphasize on a positive behavior support program. We will support students with behavioral, social and emotional goals. The staff at AEE believes in showing their appreciation for positive behavior and demonstration of our school-wide expectations of: **Respect, Responsibility, Readiness, and Resourcefulness** (The 4Rs).

One of the greatest characteristics of the AEE learning community is the genuine care and compassion shared between staff, students, and parents. AEE is a place where staff and families can come together to ensure that the children entrusted into our care grow to be productive, confident, compassionate, members of a global society.

Our Faculty and Staff have worked very hard to prepare the classrooms and building for you, and we are looking forward to seeing you challenge yourselves in all that you do this school year.

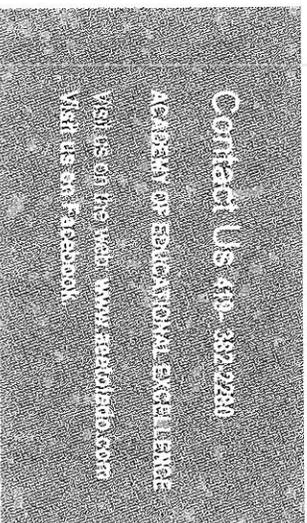
I look forward to an amazing year!

Fondly,

Dr. Israel I. Koppisch
School Leader

DATES TO REMEMBER

- AUGUST 15-16 School Starts 1-6 - Early dismissal 12N
- AUGUST 19— FULL DAY 1-6 -
- AUGUST 19— Kindergarteners whose last names start from A-H (ONLY) (FULL DAY)
- AUGUST 20— Kindergarteners whose last names start from I-M (ONLY) (FULL DAY)
- AUGUST 21— Kindergarteners whose last names start from N-Z (ONLY) (FULL DAY)
- AUGUST 22— ALL KINDERGARTENERS—FULL DAY
- SEPTEMBER 2— LABOR DAY HOLIDAY- No School



ATTACHMENT V

- Student performance standards/requirements and assessments, which shall include statewide proficiency or achievement tests and any other standards and/or assessments required by law or recommended by the Sponsor.

Assessment and Accountability Plan
North Central Ohio Educational Service Center
Academy of Educational Excellence
A Conversion Community School

The SCHOOL's mission, curriculum, teaching methods, educational program and instructional design are all geared toward student mastery of the Ohio Content Standards. Annual testing will measure the year-to-growth.

Academic Goals

Student Promotion Goal. The SCHOOL aims for students to master all the grade level objectives before being promoted to the next grade level. This goal shall be measured through the objectives mastery checklist that each teacher keeps for each student. The checklist shall be aligned with the Ohio Content Standards to insure that each student is mastering grade level objectives.

Student Achievement Goal. All students will increase achievement. This will be measured by comparing the pre-test scores on the NWEA and the Ohio Achievement Assessment to the post-test scores on each assessment given at the end of the year.

Baseline data will be obtained on entering students' academic achievement and the SCHOOL will chart the growth and progress. This data will be critical to monitoring and making recommendations for necessary curricular changes. All State mandated assessments will be administered according to dates established by the Ohio Department of Education. Off year testing may occur during the year according to the dates established by the SCHOOL.

The Ohio Achievement Assessment shall be administered to Grade 3 students in reading and math. The NWEA tests students in the areas of reading and mathematics. Students take this assessment via computer are scored electronically providing immediate results to measure growth of individual students, classrooms and the SCHOOL.

2018

Reading Achievement Plan

ACADEMY OF EDUCATIONAL EXCELLENCE IRN: 013195

728 PARKSIDE BOULEVARD, TOLEDO, OHIO 43607

TEL: 419-382-2280

READING ACHIEVEMENT PLAN

DISTRICT NAME: ACADEMY OF EDUCATIONAL EXCELLENCE

DISTRICT IRN: 013195

DISTRICT ADDRESS: 728 Parkside Boulevard, Toledo, OHIO 43607

PLAN COMPLETION DATE: December 21, 2018

LEAD WRITERS: Dr. Israel Koppisch
Ann Harris

INTRODUCTION

The ACADEMY OF EDUCATIONAL EXCELLENCE opened its doors seven years ago with approximately thirty students. Today we've grown to approximately 145 students.

The administration, faculty and staff at AEE are competent, dedicated, caring and willing to assist our students with their academic needs. We continually strive to provide the best possible learning climate for our students.

At AEE we believe that education is a shared responsibility and that the successful operation of a school depends on the cooperation of every stakeholder. It is our goal to create a partnership among all members of this community. Each of us is responsible for doing our part to make our school a place where we can work, learn and have fun together.

Childhood presents a critical time of academic growth that forms the basis for a successful life experience. We will provide every student with critical thinking skills as well as an in-depth core academic curriculum that meets and exceeds the state standards for kindergarten through sixth grades. We also will provide students with the personal and social skills necessary for being part of a community, and the commitment and responsibility required in becoming contributing members of society. Each student will flourish in an emotional and psychologically secure environment that fosters his or her curiosity for learning. We recognize that students learn in different ways and that an effective academic program must recognize and cater to these differences.

AEE is a reflection of all its community members. All of our policies are intended to provide a safe and orderly environment that will be conducive to learning. Our faculty and staff are engaged in sharing their expertise in academics and life experiences.

At AEE we expect our students to one day make a difference in the world. For this to happen we expect all our staff members to first make a difference in themselves today. For this reason, we are always challenging the leader in them to empower the leader in every one of our students and community members.

This Reading Achievement Plan is focused in promoting the leader in each our students through proactive educational approaches reinforcing and enriching their reading capabilities.

Cordially,

Israel Irizarry-Koppisch

Chief Academic Officer and School Leader

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SECTION 1, PART B: DEVELOPING, MONITORING AND COMMUNICATING THE READING ACHIEVEMENT PLAN

Describe how the district leadership team developed the plan and how the team will monitor and communicate the plan.

AEE Leadership Team worked simultaneously with the School Improvement Plan and the Reading Achievement Plan. The information being gathered and analyzed helped to develop both plans.

The Leadership Team met with defined specific roles and duties in order to be able to develop this plan. After analyzing the students' reading performance on state testing and on the STAR 360 Assessments, we were able to determine evidence-based strategies to help improve our students' reading skills and performance.

The plan will be disseminated among all faculty members in order to obtain support from ALL teachers, paraprofessionals and support services staff, including the After-School Program and Special Education Department. Parents will be involved in order to obtain support in their children's academic performance and obtain home support with reading skills. Parent engagement is being addressed also in the AEE School Improvement Plan as a way to improve student's academic performance.

This plan will be monitored on a weekly basis (through teacher's lesson plans), through classroom visits and on a quarterly basis through the Star 360 Assessments (to follow-up students' growth). The Academic Team will monitor and evaluate the implementation of **Success For All** reading program in order to assure that it is aligned with this plan and any other reading enrichment program used by the school to help improve reading skills of our students. Teacher's bi-weekly and monthly meetings will be scheduled with the Academic Team and School Leadership Team in order to follow the effective implementation of this plan and whatever new findings are gathered.

SECTION 2 ALIGNMENT BETWEEN THE READING ACHIEVEMENT PLAN AND OVERALL IMPROVEMENT EFFORTS

Describe how the Reading Achievement Plan is aligned to and supports the overall continuous improvement efforts of the district or community school. Districts and community schools required to develop improvement plans or implement improvement strategies, as required by Ohio Revised Code 3302.04 and 3302.10 or any other section of the ORC, must ensure the Reading Achievement Plan is aligned with other improvement efforts.

The **ACADEMY OF EDUCATIONAL EXCELLENCE** is part of a one school district. Our Reading Achievement Plan is aligned to the state standards and expectations. This process, which is collaboratively designed for teachers, parents, and administrators will serve as a guide for focused planning building on a continuous improvement plan of the school building's State Report Card and to assist the school community in aligning building achievement plans with the school's overall Academic Improvement Model.

Throughout the year, our building leadership team (BLT), will meet monthly to monitor and problem solve areas of challenge as well as identify strengths to help meet building goals. The Schoolwide Solutions Team is to meet biweekly to review progress, challenges, and successes as well as review new data which in turn helps drive our professional development engagements with the school leadership team and presentations at the monthly faculty roundtable and Network meetings. The engagements will provide an opportunity for school and district leadership to reflect and revise progress towards goals and teams may find it appropriate to present suggested revisions to various stakeholders as a part of the monitoring process.

In addition, the team considered our 2018-2021 Academic Goals developed collaboratively for our AEE School Improvement Plan. When planning the Reading Achievement Plan we reviewed it to ensure it supports and aligns to our academic goals and priorities for academic and leadership focus for the school years to come.

Finally, the academic team evaluated our *Success For All* curriculum (Reading and Language Arts curriculum) in order to have it aligned with the Improvement Plan process. During this process students will be challenged with a rigorous curriculum that considers the individual learning styles, program preferences and academic capabilities of each student, while utilizing the highest quality professional educators, administrators and support staff available.

AEE will create an environment that empowers and values administrators and teachers as professionals and makes certain that the students are held to the highest expectations.

SECTION 3. WHY A READING ACHIEVEMENT PLAN IS NEEDED IN OUR DISTRICT OR COMMUNITY SCHOOL

SECTION 3, PART A: ANALYSIS OF RELEVANT LEARNER PERFORMANCE DATA

Insert an analysis of relevant student performance data from sources that must include, but are not limited to, the English language arts assessment prescribed under ORC 3301.0710 (grades 3-8), the Kindergarten Readiness Assessment, reading diagnostics (required for grades K-3 under the Third Grade Reading Guarantee) and benchmark assessments, as applicable.

AEE Leadership and Academic Teams have reviewed our STAR 360 assessment results for all grade levels, the Third Grade Reading scores and all Ohio state scores and provided a rationale for raising our benchmark cut scores to provide a better predictive alignment using our own internal data providing a better understanding whether we are on-track to proficiency.

Reading growth plans for grades 1-6 should be developed for each grade using the scores identified. The Reading Improvement and Monitoring Plans are to be created using the progress monitoring tools right inside STAR 360 assessment tool.

Five times a year (beginning of school year and at the end of every quarter), the school administers a STAR 360 benchmark to all K-6 students and upon completion of each testing window, teachers are provided assessment reports (drilled down to student level) that support the leadership teams as they review student level performance to determine differentiated groupings and instructional focus areas. This data is analyzed at both the building and district level. Reading Improvement and Monitoring Plans are created using the progress monitoring tools right inside of the STAR 360 assessment tool.

These important assessments work together to provide both technical and professional learning support as well as to provide access to reading expertise that may be used to develop curriculum understanding and knowledge around effective reading strategies.

Finally, at the district/leadership level we continue to develop tools and resources staff members will be able to utilize at the building level with the academic and leadership teams.

SECTION 3, PART B: ANALYSIS OF FACTORS CONTRIBUTING TO LOW READING ACHIEVEMENT

Insert an analysis of factors believed to contribute to low reading achievement in the school district or community school.

During the last three school years (2015--2018) we noticed at AEE an increase of 150% in the school enrollment. The school enrollment increased from 60 to 150 students. This increase brought into the school students with plenty of academic gaps in all areas.

On the other hand, it has been evident that the K-3 teachers had a substantial increase in the faculty understanding of the Third Grade Reading Guarantee requirements and the ability to create Reading Improvement and Monitoring Plans for off-track readers. However, after deep analysis and conversation around observations during classroom walkthroughs, the Leadership Team has identified a number of factors that may possibly contributed to the low reading achievement that is evident in our school. From its inception in the year 2012 our school has been implementing the SUCCESS FOR ALL curriculum for Reading and Language Arts. At the beginning all teachers were adequately trained for the implementation of the curriculum. Unfortunately, due to the low teacher's

retention rate, we did not have all staff members trained in the SFA program. It was in the summer of 2018 that the Governing Authority assigned funds to have the Reading/ELA teachers trained in the curriculum implementation and has assigned budget for an SFA Coach to assist teachers throughout the school year.

While the intent was to raise standards and expectations, it seems that the strategy has created too many students with RIMPs and teachers were overwhelmed with the requirements. The Leadership Team is emphasizing a focus back on using the identified, recommended cut scores to determine off track students so that supportive efforts can be focused on the implementation of a true, balanced literacy block with strategic, targeted interventions in K-3 classrooms.

It has been evident that the data collection process in K-6 needs attention. Although teachers are much more efficient with their understanding of the Third Grade Reading Guarantee components and requirements, evidence indicates that they need additional support to help them with creating meaningful RIMPs and effectively monitoring student progress. We have been using *STAR 360* as the assessment tool. Although we have now a better understanding of the student's needs, teachers need to use more effectively the assessment data in their lesson planning.

Current data collection also indicates that in many cases, RIMP codes are not used properly. This area of negligence clearly has an impact on the school report cards.

At this point, the reading coaches are helping teachers better understand how to diagnose reading deficits, create instructional prescriptions to intervene and monitor progress.

A priority focus of 2018-19 is to be sure that all K-3 teachers receive proper training to be able to successfully plan and instruct students using both resources as well as research based strategies within the balanced literacy block. A strong professional development emphasis is being focused on the use of assessment tools and the effective implementation of our reading curriculum.

The Leadership Team has seen through data collection and observation that the process seems to be focused on creating assessments and filling out a form rather than digging deep into the process of analyzing student data to differentiate instructional practices in a prescriptive manner.

The Academic Leadership Team is working to refine the weekly walk through process. This process will focus on providing building level support for schools in a prescriptive manner. This process will enable the team to target professional learning resources toward school staff to address specific needs identified (e.g., professional development, coaching, leadership coaching, leadership capacity building, etc.). Through this strategy, AEE will be able to differentiate the support that is provided increasing opportunities for success.

Professional learning and leadership growth is an additional identified area of need. The Leadership Team is working to refine the weekly walk through process. This process will focus on providing building grade level support in a prescriptive manner in order to allow teachers to show growth during the school year. This process will also enable the team to target professional learning resources toward school staff to address specific needs identified (e.g: professional development,

coaching, leadership coaching, etc). Through this strategy, the school will be able to differentiate the support that is provided to all teaching staff members increasing opportunities for success.

Current practices include professional learning and mentoring of new teachers through Ohio's Resident Educator program that need improvements in the K-3 area. Professional development for the new K-3 teachers must be targeted rather than general and mentors who are experts in like fields must be assigned to support the new teachers.

SECTION 4 LITERACY MISSION AND VISION STATEMENT(S)

Describe the district's or community school's literacy mission and/or vision statement. The Department's literacy vision is described in Section 4 of Ohio's Plan to Raise Literacy Achievement.

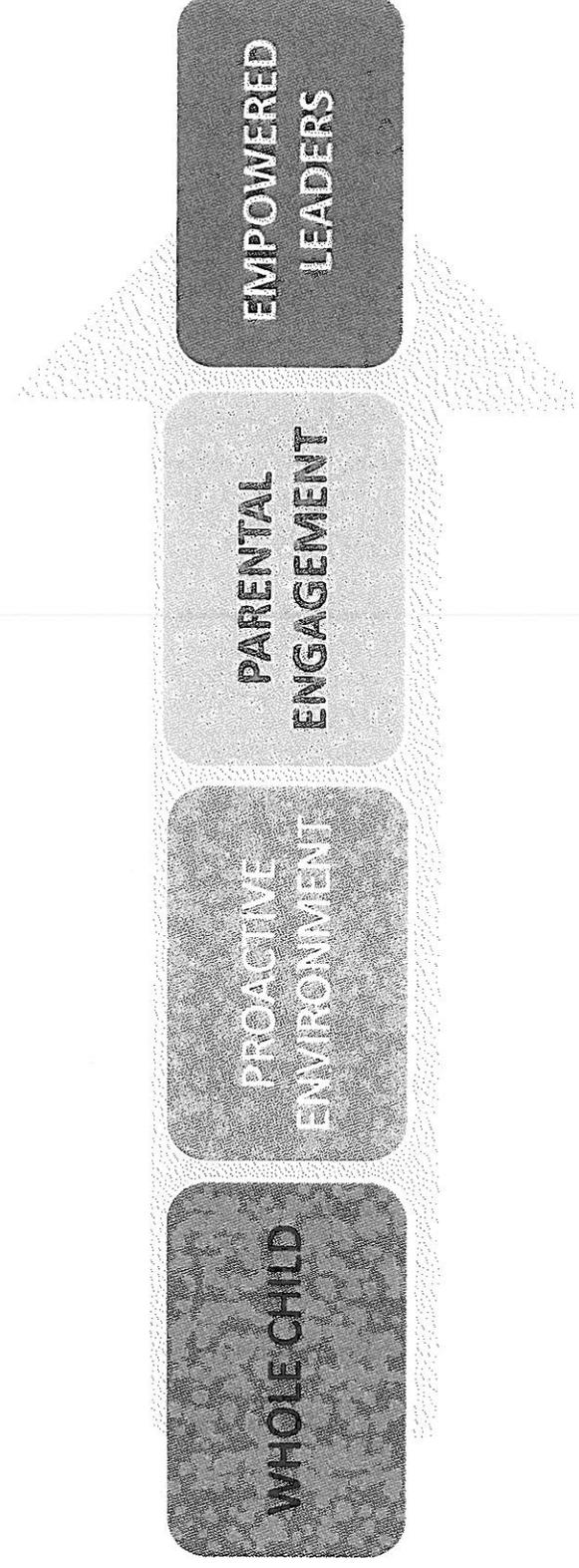
The **ACADEMY OF EDUCATIONAL EXCELLENCE** envisions a school where students will be challenged with a rigorous curriculum that considers the individual learning styles, program preferences and academic capabilities of each student, while utilizing the highest quality professional educators, administrators and support staff available.

VISION STATEMENT:

The ACADEMY OF EDUCATIONAL EXCELLENCE will empower its students to become successful leaders in their community with a lifelong love and commitment for learning.

MISSION STATEMENT:

The mission of the ACADEMY OF EDUCATIONAL EXCELLENCE is to educate the whole child providing proactive educational approaches to assure students' socio-emotional needs are met in order to become empowered leaders in their communities with the support of their parents.



AEE's goal is to ensure that every child in attends a high-quality school. To do this, AEE must transition into a school that is willing to achieve the highest standards and work in partnership to create dramatic student achievement gains for every child. The objective is to provide the staff and budget necessary in exchange for high accountability for academic performance. The Governing Board is committed in creating an environment that empowers and values administrators and teachers as professionals and makes certain that the students are held to the highest expectations.

The mission of the Academics Office is to support and develop the learning opportunities for students, community and staff. Through data, curriculum, social emotional learning and school selection, the needs of the diverse student population to enable them to achieve academic excellence in college and careers.

It is the vision of KINDER—THIRD GRADE DEPARTMENT that every student will be successful in a rigorous, instructional program. The educational program will address the language and cognitive development of students while fostering the development of the social, emotional and physical needs of every child.

In the K-3 classrooms, students will engage in hands-on, language rich activities that promote the development of speaking, listening, reading, writing and comprehension. All K-3 classrooms will implement a center-based, integrated, balanced literacy framework that fosters the varying developmental needs of students. Within that center-based, integrated balanced literacy block, students work independently, in small groups and whole groups as well as partner activities. Teacher-directed lessons are to be implemented through a mini-lesson format as well as small groups. Teachers will implement guided reading strategies daily to promote the growth of reading for every child. They also facilitate writing and reading conferences with individual students. Technology and informational content are to be integrated throughout the learning experiences and classrooms will foster a student-centered, literacy rich environment. A Response to Intervention Framework with aligned strategies and assessment tools will be used to support varying needs of all learners.

The goal is to create and facilitate rich, stimulating, child-centered environments in every classroom that engage young children in a developmentally appropriate, literacy based learning setting. Each student is valued for his/her unique experiences and learning styles, as the ultimate goal is to develop independent learners who are successful in the world, making certain that our students are held to the highest expectations through strong literacy practices that will also align to the Ohio's Systemic Improvement Plan (SSIP).

SECTION 5: MEASURABLE LEARNER PERFORMANCE GOALS

Describe the measurable learner performance goals addressing learners' needs (Section 3) that the Reading Achievement Plan is designed to support progress toward. The plan may have an overarching goal, as well as subgoals such as grade-level goals. Goals should be strategic/specific, measurable, ambitious, realistic and time-bound. In addition, goals should be inclusive and equitable.

<p>PRIORITY NEEDS/GOALS: Based on the review and analysis of the school's data, identify at least 3 and no more than 5 priorities (goals) that focus on the specific achievement gap(s) identified for the school.</p>	<p>Root Causes: List as many causes as necessary for each priority need (Example: no common school-wide curriculum or assessment system, ineffective teaching strategies)</p>	<p>Solutions (Strategies):</p>
<p>PRIORITY NEED/GOAL 1 NEED: Reading Achievement: students' reading scores are below proficient level.</p> <p>GOALS:</p> <p>By the end of school year 2018--2019 staff members will:</p> <ul style="list-style-type: none"> a) have identified students who are below proficient reading level; b) have been trained in evidence-based teaching strategies; c) be trained to use student data to drive lesson planning; <p>By the end of 2019-2020 school year, THIRD GRADE students will show a 10% improvement in their reading assessments as analyzed and based on their ODE state testing reading scores (Fall vs Spring scores).</p> <p>By the end of 2019-2020 school year, 4-5-6 GRADE students will show a 10-15% improvement in their reading assessments as analyzed and based on their ODE state testing reading scores (Spring 2019 vs Spring 2020 scores).</p>	<ol style="list-style-type: none"> 1. Socio-Emotional Learning Needs of Students lead to classroom misbehavior resulting in disciplinary actions and missed instruction time. 2. Student data is not being used to make effective instructional decisions 3. Kindergarteners are ill prepared for school. 4. According to STAR data, students lack foundational skills necessary for advancement. Specifically, students lack the following skills: Kindergarten: Word Families, Rhyming, Phonemes, vowels, irregular spelling, High Frequency words 1st grade: Vocabulary, Phonemes, Craft structures, Phonics, Word Recognition 2nd grade: Fluency, paragraph comprehension, integration of knowledge, craft structures 3rd grade: Fluency, integration of knowledge, Key Ideas, Word Recognition, craft structures 	<ol style="list-style-type: none"> 1. Implement PBIS framework for addressing student behavior aligned to THE LEADER IN ME. <ol style="list-style-type: none"> a. Train staff members on Trauma-informed classroom management skills. b. Develop a multi-tiered intervention framework 2. Optimize performance and accountability by strengthening data use, processes and assessment systems <ol style="list-style-type: none"> a. Define standards and ensure that teachers are using student data to drive lesson planning. b. Conduct one-to-one "data meetings" with individual teachers to review student data and make sure their instruction is in alignment with students test data. 3. Assess all kindergarteners within two (2) weeks after enrollment. Use assessment data to determine differentiated instruction. 4. Identify and use evidence-based strategies to address academic gaps. <i>(Specific grade-level strategies have been attached to this document).*</i> 5. Promote active parental involvement through Parent-Teacher-Student Conferences/ Curriculum Content Orientations/ School-wide events/ Fieldtrips/ TLIM Teaching Groups. 6. Provide an After-School and Summer Program for low-achieving students where reading enrichment activities will be provided in order to help students improve their basic reading skills.

SECTION 5A: MEASURABLE LEARNER PERFORMANCE GOALS--MATHEMATICS

Describe the measurable learner performance goals addressing learners' needs (Section 3) that the MATH Achievement Plan is designed to support progress toward. The plan may have an overarching goal, as well as subgoals such as grade-level goals). Goals should be strategic/specific, measurable, ambitious, realistic and time-bound. In addition, goals should be inclusive and equitable.

<p>PRIORITY NEEDS/GOALS: Based on the review and analysis of the school's data, identify at least 3 and no more than 5 priorities (goals) that focus on the specific achievement gap(s) identified for the school.</p>	<p>Root Causes: List as many causes as necessary for each priority need (Example: no common school-wide curriculum or assessment system, ineffective teaching strategies)</p>	<p>Solutions (Strategies):</p>
<p>PRIORITY NEED/GOAL 1 NEED: Mathematics Achievement: students' math scores are below proficient level.</p> <p>GOALS: By the end of school year 2018--2019 staff members will: a) have identified students who are below proficient reading level; b) have been trained in evidence-based teaching strategies; c) be trained to use student data to drive lesson planning;</p> <p>By the end of 2019-2020 school year, THIRD GRADE students will show a 10% improvement in their MATH assessments as analyzed and based on their ODE state testing MATH scores (Fall vs Spring scores).</p> <p>By the end of 2019-2020 school year, 4-5-6 GRADE students will show a 10-15% improvement in their MATH assessments as analyzed and based on their ODE state testing MATH scores (Spring 2019 vs Spring 2020 scores).</p>	<p>1. Socio-Emotional Learning Needs of Students lead to classroom misbehavior resulting in disciplinary actions and missed instruction time.</p> <p>2. Student data is not being used to make effective instructional decisions</p> <p>3. Kindergarteners are ill prepared for school.</p> <p>4. According to STAR data, students lack foundational skills necessary for advancement. Specifically, students lack the following skills:</p>	<p>1. Implement PBIS framework for addressing student behavior aligned to THE LEADER IN ME.</p> <p>a. Train staff members on Trauma-informed classroom management skills.</p> <p>b. Develop a multi-tiered intervention framework</p> <p>2. Optimize performance and accountability by strengthening data use, processes and assessment systems</p> <p>a. Define standards and ensure that teachers are using student data to drive lesson planning.</p> <p>b. Conduct one-to-one "data meetings" with individual teachers to review student data and make sure their instruction is in alignment with students test data.</p> <p>3. Assess all kindergarteners within two (2) weeks after enrollment. Use assessment data to determine differentiated instruction.</p> <p>4. Identify and use evidence-based strategies to address academic gaps. (<i>Specific grade-level strategies have been attached to this document</i>).</p> <p>5. Promote active parental involvement through Parent-Teacher-Student Conferences/ Curriculum Content Orientations/ School-wide events/ Fieldtrips/ TLIM Teaching Group</p> <p>6. Provide an After-School and Summer Program for low-achieving students where reading enrichment activities will be provided in order to help students improve their basic reading skills.</p>

SECTION 6. ACTION PLAN MAP(S)

Each action plan map describes how implementation of the Reading Achievement Plan will take place for each specific literacy goal the plan is designed to address. For goals specific for grades K-3, at least one action step in each map should address supports for students who have Reading Improvement and Monitoring Plans.

Goal # 1 --- Action Map

Goal Statement: Development and/or reinforcement of reading and comprehension skills in K-6 students.

Evidence-Based Strategy or Strategies:

	Action Step 1	Action Step 2	Action Step 3
<p>Implementation Component</p> <p>By the end of school year 2018--2019 staff members will:</p> <ul style="list-style-type: none"> a) have identified students who are below proficient reading level; b) have been trained in evidence-based teaching strategies; c) be trained to use student data to drive lesson planning; <p>By the end of 2019-2020 school year, THIRD GRADE students will show a 10% improvement in their reading assessments as analyzed and based on their ODE state testing reading scores (Fall vs Spring scores).</p> <p>By the end of 2019-2020 school year, 4-5-6 GRADE students will show a 10-15% improvement in their reading assessments as analyzed and based on their ODE state testing reading scores (Spring 2019 vs Spring 2020 scores).</p>	<p>Professional Development with K-6 teaching staff</p> <p>August 2019 –Fall 2019</p> <ul style="list-style-type: none"> • KRA administration in Kindergarten • STAR 360 / NWEA Fall Benchmark for Grades 1—3 4—5---6 • Introductory Training for teachers and paraprofessionals on NWEA • SFA follow-up training for Reading/ELA teachers • Weekly walk-throughs to every classroom • Focus on Early Literacy • A to Z training for teachers and paraprofessionals <p>October 2019- end of 1st quarter</p> <ul style="list-style-type: none"> • Focus on Early Literacy K-3 teachers • Off-track student's identification (NWEA/Star 360). • SFA coaching for teachers 	<p>Data collection (Star 360/ NWEA)</p> <p>Share data and K-3 Literacy Information</p> <p>August 2019 –Fall 2019</p> <ul style="list-style-type: none"> • Analysis of KRA administration in Kindergarten • Analysis of STAR 360 / NWEA Fall Benchmark for Grades 1—3 4—5---6 • Follow-up on teachers and paraprofessionals on NWEA/ STAR 360 tool implementation • SFA follow-up training for Reading/ELA teachers • Weekly walk-throughs to every classroom—bi-weekly teacher's meeting to discuss findings and/or improvement plans to findings. • Focus on Early Literacy • Follow-up on A to Z training for teachers and paraprofessionals 	<p>K-6 Literacy Block and Intervention/ RTI and Literacy Expectations of Resources</p> <p>August 2019—July 2020</p> <p>Follow-up to quarterly assessments in order to track students reading skills performance and/or intervention plans.</p>

Action Step 1	Action Step 2	Action Step 3
<ul style="list-style-type: none"> Continue weekly classroom visits Academic Team meetings to process alignment of first quarter results 	<p>October 2019- end of 1st quarter</p> <ul style="list-style-type: none"> Focus on Early Literacy K-3 teachers Off-track student's identification (NWEA/Star 360). SFA coaching for teachers <p>January 2020—June 2020</p> <ul style="list-style-type: none"> Continue focus on Early Literacy K-3 teachers Continue focus on 4-5-6th grade teachers (emphasis to Math/SS/Science teachers in order to have them involved in reading comprehension skills development Off-track student's identification (NWEA/Star 360). Follow-up to SFA coaching for teachers 	
<p>Lead Person(s)</p>	<p>Ann Harris Dr. Israel Koppisch Latoyia Arnold Autumn Fox</p>	<p>Ann Harris Dr. Israel Koppisch Latoyia Arnold Autumn Fox</p>

	Action Step 1	Action Step 2	Action Step 3
Resources Needed	SFA Coaches	Coaching and staff professional development	Classroom/Teacher Resources: professional books/ resources/ center materials/ enrichment materials : A to Z
Specifics of Implementation	<p>Early Literacy Coaches</p> <p>Academic Team to plan and facilitate professional development for grade levels K, 1, 2 and 3 teachers and paraprofessionals (including After School Program staff).</p> <p>Academic Team to plan and facilitate professional development for grade levels 4-5 and 6 grade teachers and paraprofessionals (including After School Program staff).</p>	<p>Follow-up on STAR 360/NWEA assessment results and alignment with daily teacher's lesson planning.</p> <p>Evaluation of student learning styles.</p> <p>Differentiated instruction planning according to students specific learning needs.</p>	<p>Follow-up on STAR 360/NWEA assessment results and alignment with daily teacher's lesson planning.</p> <p>Evaluation of student learning styles.</p> <p>Differentiated instruction planning according to students specific learning needs.</p>
Measure of Success	Grade K-3 Star/ NWEA Benchmarks	Grade K-3 Star/ NWEA Benchmarks (Winter, Spring	Benchmarks and Progress Monitoring Data # of on-track students
Check-in/Review Date	Winter—January 10, 2020	Spring—May 15, 2020	Summer—July 2020 (after summer school assessment results are returned)

Section 7: Plan for Monitoring Progress Toward the Learner Performance Goal(s)

Describe how progress toward learner performance goals (Section 5) will be monitored, measured and reported.

ACTION, MONITORING & EVALUATION PLAN DESIGN

List the action steps to implement the solutions/strategies for each priority need, as well as the timeline, resources, and the entity responsible for the action steps. Also identify the monitoring plan implementation evidence, the timeline for collecting the data, and the person or position responsible for ensuring the action steps occur. For the evaluation, provide the results of the implemented action step.

<p>Identify an Area of Focus: Development of K-6 reading and comprehension skills in AEE students.</p>	<p>ACADEMICS - Reading</p>
<p>PRIORITY NEED/GOAL 1: Reading Achievement Grades K-6—students' reading scores are below proficient level.</p>	
<p>Evidence-Based Strategy:</p>	<p>Ensure fidelity to Success for All curriculum with additional interventions, as needed.</p>
<p>Measurable Objective 1:</p>	<p>By the end of 2019-2020 school year, THIRD GRADE students will show a 10% improvement in their reading assessments as analyzed and based on their ODE state testing reading scores (Fall vs Spring scores).</p>
	<p>By the end of 2019-2020 school year, 4-5-6 GRADE students will show a 10-15% improvement in their reading assessments as analyzed and based on their ODE state testing reading scores (Spring 2019 vs Spring 2020 scores).</p>
<p>Goal 1</p>	
	<p>Action Step 1: Have staff members trained in the PBIS framework in order to support student's positive approach towards learning through an improved classroom behavior.</p>
	<p>Action Step 2: Define standards and ensure that teachers are using student data to drive lesson planning.</p>
	<p>Action Step 3: Assess all kindergartners within two (2) weeks after enrollment. Use assessment data to determine differentiated instruction.</p>
	<p>Action Step 4: Identify and replace ineffective teaching strategies with data-driven and evidence-based practices.</p>
	<p>Action Step 5: Identify and use evidence-based strategies to address academic gaps.</p>

Action Plan	Resources Needed for Implementation: (People, Materials, PD, Funding Sources, TA, etc.)	Resources needed	Status	Projected Cost
		Seven Reading teachers	On-board	\$245,000.00
		Four Paraprofessionals	On-board	\$72,000.00
		Subscription for A-Z	Researching options	\$2,000.00
		Intervention materials/supplies	In process of purchasing	\$5,000.00
		PD for Success for All	All trained except two teachers	\$20,000.00
		Reading Coach	Assigned through SFA	\$7,500.00
		Assessment (NWEA)/(iReady)	In process of purchasing	\$5,550.00
		Chromebooks/ Technology	In process of purchasing	\$26,350.00

Task	Responsible Position/Person	Timeline
Identify staff members to trained in the PBIS framework	Superintendent Principal	May 2019
Define standards and ensure that teachers are using student data to drive lesson planning	Principal Assistant Principal Assessment Coordinator	May 2019
Assess all kindergarteners within two (2) weeks after enrollment. Use assessment data to determine differentiated instruction.	Kindergarten teacher Assessment Coordinator	May 2019
Identify and use evidence-based strategies to address academic gaps.	Superintendent School Principal Assessment Coordinator Teaching staff SST1	May 2019

Timeline & Person/Position Responsible for Implementation:

<p>Monitoring Plan</p>	<p>Evidence of Implementation: (Data that will verify the action step has occurred)</p>	<table border="1"> <thead> <tr> <th data-bbox="267 1323 316 1417">Task</th> <th data-bbox="267 283 316 1323">Evidence of Implementation</th> </tr> </thead> <tbody> <tr> <td data-bbox="316 1323 625 1417">Identify staff members to be trained in the PBIS framework</td> <td data-bbox="316 283 625 1323"> <ul style="list-style-type: none"> • Trained staff members </td> </tr> <tr> <td data-bbox="625 1323 868 1417">Define standards and ensure that teachers are using student data to drive lesson planning</td> <td data-bbox="625 283 868 1323"> <ul style="list-style-type: none"> • Progress monitoring reports • STAR Data • Differentiate Lesson plans • Teacher Created Assessments • Sign-in sheets for one-on-one data meetings </td> </tr> <tr> <td data-bbox="868 1323 1096 1417">Assess all kindergarteners within two (2) weeks after enrollment. Use assessment data to determine differentiated instruction.</td> <td data-bbox="868 283 1096 1323"> <ul style="list-style-type: none"> • Assessment reports • Differentiate Lesson plans </td> </tr> <tr> <td data-bbox="1096 1323 1291 1417">Identify and use evidence-based strategies to address academic gaps.</td> <td data-bbox="1096 283 1291 1323"> <ul style="list-style-type: none"> • Walkthroughs and Feedback Lesson Plans • Student Growth Reports </td> </tr> </tbody> </table>	Task	Evidence of Implementation	Identify staff members to be trained in the PBIS framework	<ul style="list-style-type: none"> • Trained staff members 	Define standards and ensure that teachers are using student data to drive lesson planning	<ul style="list-style-type: none"> • Progress monitoring reports • STAR Data • Differentiate Lesson plans • Teacher Created Assessments • Sign-in sheets for one-on-one data meetings 	Assess all kindergarteners within two (2) weeks after enrollment. Use assessment data to determine differentiated instruction.	<ul style="list-style-type: none"> • Assessment reports • Differentiate Lesson plans 	Identify and use evidence-based strategies to address academic gaps.	<ul style="list-style-type: none"> • Walkthroughs and Feedback Lesson Plans • Student Growth Reports
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<p>Timeline & Person/Position Responsible for Supervision of Implementation:</p>	<p>The Superintendent, School Principal, Assistant Principal, and Intervention Specialist will meet with teachers regularly to ensure fidelity to the implementation of this improvement plan. Specifically, the Superintendent will ensure that all PDs occur and that all supplies are purchased.</p> <p>The School Principal and Assistant Principal will review all lesson plans to ensure that evidence-based strategies are consistently being used.</p> <p>The Intervention Specialists will review students' test results and provide information for differentiated instruction and ensure alignment to state standards and student needs.</p>											

Evaluation Plan	Results of implementation:					
Task	Outcomes	Data source	Person(s) Responsible for evaluation	Evaluation Timeframe		
<p><i>Identify staff members to trained in the PBIS framework</i></p>	<p>100% Trained staff members</p>	<p>Participation certificate</p>	<p>School Principal SST1</p>	<p>June 2019</p>		
<p><i>Define standards and ensure that teachers are using student data to drive lesson planning</i></p>	<p>90% staff members use student data to create lesson plans</p>	<p>Progress monitoring reports STAR Data Differentiate Lesson plans Teacher Created Assessments Sign-in sheets for one-on-one data meetings</p>	<p>School Principal Asst. Principal Intervention Specialist Assessment Coordinator</p>	<p>Quarterly</p>		
<p><i>Assess kindergartners within two (2) weeks after enrollment. Use assessment data to determine differentiated instruction.</i></p>	<p>90% of kindergartners Assessed</p>	<p>Assessment reports Differentiate Lesson plans</p>	<p>Kindergarten Teacher Assessment Coordinator</p>	<p>Quarterly</p>		
<p><i>Identify and use evidence-based strategies to address academic gaps.</i></p>	<p>90% of staff members consistently use evidence-based strategies.</p>	<p>Walkthroughs and Feedback Lesson Plans Student Growth Reports</p>	<p>School Principal Asst. Principal Reading Facilitator Intervention Specialist School-wide Solutions Coordinator SST1</p>	<p>Quarterly</p>		

SECTION 8: EXPECTATIONS AND SUPPORTS FOR LEARNERS AND SCHOOLS

SECTION 8, PART A: STRATEGIES TO SUPPORT LEARNERS

Describe the evidence-based strategies identified in Section 6 that will be used to meet specific learner needs and improve instruction. This must include a description of how these evidence-based strategies support learners on Reading Improvement and Monitoring Plans.

AEE K-3 teachers will work together to implement a solid 90 minute balanced literacy daily block with tiered instructional supports. The balanced literacy block will include a mixture of whole group mini lessons, small, independent and collaborative centers as well as independent reading and structured, teacher-led guided reading daily activities.

The balanced literacy strategies will include – but not limited to: modeled reading and writing, shared reading and writing, interactive reading and writing, read aloud, guided reading, guided writing, independent reading and writing, vocabulary and spelling skills development and word study. Tiered intervention supports will be provided through one-on-one and small group instruction in addition to the balanced literacy block. Intervention instructional strategies will be used to address specific reading deficits and will include literacy intervention through support educational services provided by the school (during school day and/or After-School-Program). Students will be placed in their reading level (according to STAR 360 assessment results) and be provided Reading Comprehension-Direct Instruction according to their specific needs, including-but-not-limited to: Visualizing and Verbalizing, Guided Reading Strategies, Graphic Organizers, Comprehension Self-Checks, Direct Instruction, Assisted Reading Practice, Assisted Reading Practice, Peer Assisted Learning Strategies, Text Phrasing, Repeated Readings, Timed-Reading; Phonemic Awareness—Poetry, Rhyming Activities, Phoneme Manipulation, Sound Identification, Phoneme Segmentation, Phoneme Isolation/Deletion; Phonics/Word Recognition. Vocabulary-Vocabulary Notebooks, Word Walls, etc.

K-3 Professional Development events will focus on helping teachers learn how to diagnose reading deficiencies and prescribe proper dosage of instruction to address students specific needs. SFA coaching will be provided to all teachers in order to assure adequate implementation of the Reading/Language Arts curriculum supported with A to Z Reading enrichment activities.

A variety of research-based reading strategies will be explored and teachers will be provided with resources from which to pull activities to support the teaching-learning process. Paraprofessionals supporting teachers in their classroom will also participate in PD regarding reading strategies in order to have them aligned with the teaching strategies being developed in the classrooms.

On the other hand, AEE 4-5-6 teachers will work together to implement a solid 90 minute balanced literacy daily block with tiered instructional supports. The balanced literacy block will include a mixture of whole group mini lessons, small, independent and collaborative centers as well as independent reading and structured, teacher-led guided reading daily activities. According to STAR 360 assessment results teachers will focus reading teaching strategies according to student's particular needs.

The 4-5-6 teachers Professional Development events will focus on helping teachers learn how to diagnose reading deficiencies and prescribe proper dosage of instruction to address student's specific needs. *SFA/Journeys* coaching will be provided to all teachers in order to assure adequate implementation of the Reading/Language Arts curriculum supported with A to Z Reading enrichment activities.

SECTION 8, PART B: ENSURING EFFECTIVENESS AND IMPROVING UPON STRATEGIES

Describe how the district will ensure the proposed evidence-based strategies in Section 8, Part A will do the following:

1. *Be effective;*
2. *Show progress; and*
3. *Improve upon strategies utilized during the two prior consecutive school years.*

AEE teaching staff will work with school leadership teams in order to implement the proposed strategies and monitor effectiveness of those efforts. The school Reading Facilitator will support K-6 teachers in the usage of the *SFA/Journeys* curriculum. The school Assessment Coordinator will assure that all students are assessed quarterly in order to keep track of their performance and will follow-up with teachers with their specific lesson-planning aligned to student's needs.

All RIMP's (Progress Monitoring) will be set up through STAR 360 assessment results.

The Assessment Coordinator will closely work with SFA Coaches/AEE Academic Leadership/ Teacher's to provide assistance and professional development to school teams, as needed.

AEE School Leadership will closely monitor the data collected through monthly/quarterly checks in meetings. School Leaders will oversee the process to ensure that strategies have a positive long-lasting impact on student achievement for the three years of this plan.

SECTION 8, PART C: PROFESSIONAL DEVELOPMENT PLAN

Insert a professional development plan that supports the evidence-based strategies proposed in the Reading Achievement Plan and clearly identifies the instructional staff involved in the professional development. Districts may choose to use the professional development template developed for the Striving Readers Comprehensive Literacy Grant.

AEE's Professional Development Plan will include the activities outlined in the timeline portion of this Action Plan.

- K-3 teachers and paraprofessionals will receive follow-up training in the implementation of the *Success For All* curriculum
- 4-5-6 teachers and paraprofessional will receive training in teaching reading effectively to students with specific learning needs

AEE Professional Development Plan will be focused- but not limited- to the following strategies:

- SFA Coaching (at least 3 coaching sessions per school year).
- STAR 360 assessment tool training (implementation and interpretation of testing results).
- Teachers and paraprofessionals will participate in monthly professional learning conferences.
- Teachers and paraprofessionals will participate in bi-monthly professional meetings to evaluate progress/performance of student's per-grade-level and develop strategies to work with findings and provide differentiated instruction aligned to the goals of this plan.
- K-3 teachers will participate in small group professional development sessions throughout the year that focus on the following topics:
 - Reading Progress Monitoring
 - Data Collection, Analysis and Interpretation
 - Effective Literacy Blocks
 - Language and Phonics Instruction
 - Questioning and Academic Vocabulary
 - Phonemic Awareness
 - Phonics, Fluency and Reading Comprehension Skills Development
 - Writing and research based strategies that align to this plan
- The Academic Team will also work with in-school leaders and support educational services team members through Round Tables, monthly network meetings and small group meetings in order to strengthen their understanding and continue to analyze data effectively supporting students toward achievement.

APPENDICES

You might include a glossary of terms, data summary, key messages, description of program elements, etc., as needed.

ATTACHMENT VI

- School's policies and procedures governing the suspension, expulsion, removal, and permanent exclusion of a student specifying the types of misconduct for which a student may be suspended, expelled, or removed, and the due process related thereto.

2018-2019

SCHOOL POLICY

SCHOOL POLICY FOR SUSPENSION, EXPULSION AND REMOVAL OF STUDENTS

ADOPTED AUGUST 2016

REVIEWED BY AEE GOVERNING BOARD -- August 21, 2018

728 PARKSIDE BOULEVARD, TOLEDO, OHIO 43607

TEL: 419/ 382-2280

WWW.AEETOLEDO.COM

ACADEMY OF EDUCATIONAL EXCELLENCE

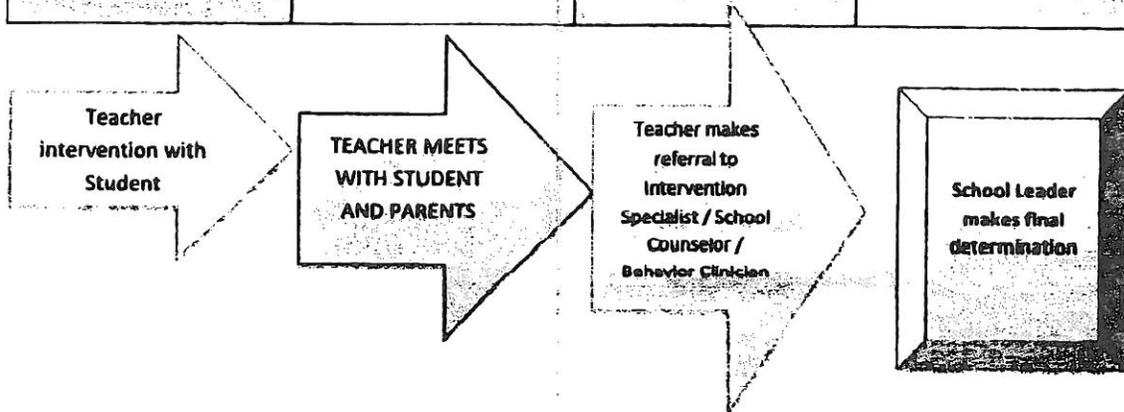
SCHOOL POLICY FOR SUSPENSION, EXPULSION AND REMOVAL OF STUDENTS

STUDENT CODE OF CONDUCT PROTOCOL

At the Academy of Educational Excellence ALL students are expected to conform to the Student Code at school, on the school premises, at school activities or functions whether on or off the school premises and on transportation to and from School, if paid for or provided by the school and are subject to the School's disciplinary process when they fail to do so.

Progressive Discipline

FIRST LEVEL OFFENSE	SECOND LEVEL OFFENSE	THIRD LEVEL OFFENSE	FOURTH LEVEL OFFENSE
1. Teacher explains or reviews class and school rules and warns the student of possible consequences.	1. Teacher applies appropriate school consequences, including longer time-outs, or alternate areas for reflection, loss of privileges, detention, etc.	1. If actions taken at Levels 1-2 have not corrected the inappropriate behavior, or, if the student engaged in serious act(s) of misconduct, the School Leader may SUSPEND the student from school, not to exceed ten school days.	1. If actions taken at Levels 1-3 have not corrected the inappropriate behavior, or, if the student engaged in serious act(s) of misconduct, the School Leader may EXPEL the student from school.
2. Teacher applies appropriate school consequences.	2. Teacher personally communicates the problem(s) with the student's parent(s).		3. Progressive discipline levels may be skipped for serious acts of misconduct at the discretion of the School Leader.
	4. Teacher sends a written report home and a copy to the office.		



INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
<i>Academic Misconduct</i>	Plagiarizing, cheating, copying another's work or internet publishing's, gaining unauthorized access to material, using, submitting, or attempting to obtain date or answers dishonestly or by means other than authorized by the teacher. Falsifying information (signing homework, etc).	Level 2 – 3 Disciplinary action	Level 3 – 4 Disciplinary action	Level 4 Disciplinary action
<i>Altering Official Documents</i>	The forgery, falsifying, or unauthorized alteration of a document.	Level 2 – 3 Disciplinary action	Level 3 – 4 Disciplinary action	Level 4 Disciplinary action
<i>Assault</i>	Unlawfully causing any physical injury to any student, staff member or visitor to school facilities and/or premises.	Level 2 – 3 Disciplinary action	Level 3 – 4 Disciplinary action	Level 4 Disciplinary action
<i>Bomb Threat</i>	Making a bomb threat to a School building or any premises at which a School activity is occurring at the time of the threat.	Level 3 – 4 Disciplinary action and one (1) year discretionary expulsion.	Level 4 Disciplinary action and one (1) year discretionary expulsion.	Level 4 Disciplinary action and one (1) year discretionary expulsion.
<i>Criminal Act</i>	Committing an act that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property.	Level 4 Disciplinary action and one (1) year discretionary expulsion.	Level 4 Disciplinary action and one (1) year discretionary expulsion.	Level 4 Disciplinary action and one (1) year discretionary expulsion.
<i>Damage / Destruction of Property</i>	Causing, attempting to cause, or threatening to cause damage to School or private property (including graffiti).	Level 2 – 3 Disciplinary action	Level 3 – 4 Disciplinary action	Level 4 Disciplinary action
<i>Dangerous Weapon</i>	Bringing a dangerous weapon onto School Property or premises or possessing a dangerous weapon on school property or premises. Dangerous weapon means a weapon, device, instrument, material, or substance, animate or inanimate, that is used form, or is readily capable of causing death or serious bodily injury.	Level 3 – 4 disciplinary action.	Level 3 – 4 disciplinary action.	Level 4 disciplinary action.
<i>Display of Affection</i>	Any physical display of affection between students is prohibited.	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 – 4 Disciplinary action
<i>Disruptive Behavior</i>	Engaging in any conduct that causes or results in the breakdown of the orderly process of instruction and/or School activities, including but not limited to failure to carry out directions given by teachers/school personnel and/or School Guidelines, failure to cooperate with School personnel or parent volunteers, verbally harassing other students, and running and/or making excessive noise in the school building and/or premises.	Level 3 – 4 disciplinary action.	Level 3 – 4 disciplinary action.	Level 4 disciplinary action.
<i>Dress Code Violations</i>	ALL students must comply with AEE school dress code as established at the beginning of the school year.	Level 1 – 2 disciplinary action. Parent may be called.	Level 1 – 2 disciplinary action. Parent may be called.	Level 3 – 4

INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
<i>Electronic Access</i>	The unauthorized use of electronic password codes for any reason, including but not limited to, accessing, controlling, or disabling technological devices or services,	Level 2 – 3 Disciplinary action.	Level 2 – 3 Disciplinary action.	Level 3 – 4 Disciplinary action
<i>Electronic and Other Communication Devices</i>	NO Student shall use ANY electronic devices (cellular telephones, CD players, I-Pods, gaming devices, cameras, etc) without the approval, on School property between the hours of 8am to the conclusion to School.	Level 1 – 2 Disciplinary action.	Level 2 – 3 Disciplinary action	Level 4 Disciplinary action.
<i>Extortion / Robbery</i>	Obtaining money, information, or property from another by threat, intimidation, or coercion.	Level 2 – 3 Disciplinary action.	Level 3 – 4 Disciplinary action.	Level 4 Disciplinary action.
<i>Firearm</i>	Bringing a firearm to the School or onto School Property or School-Bus (any property owned, used, or leased by the School for school related activities or extracurricular events.	1 year mandatory expulsion	Level 4 disciplinary action and 1 year discretionary expulsion	Level 4 disciplinary action and 1 year discretionary expulsion
	Bringing a firearm to an interscholastic competition, an extracurricular event, or any other School program or activity that is located at School property and premises	Level 4 disciplinary action and 1 year discretionary expulsion	Level 4 disciplinary action and 1 year discretionary expulsion	Level 4 disciplinary action and 1 year discretionary expulsion
	Possessing a firearm at School, on School property/premises which was initially brought onto School property by another person.	Level 4 disciplinary action and 1 year discretionary expulsion	Level 4 disciplinary action and 1 year discretionary expulsion	Level 4 disciplinary action and 1 year discretionary expulsion
<i>Gambling</i>	Illegal participation in, or the organization of, games of chance for money and/or items of value.	Level 1 – 2 Disciplinary action.	Level 2 – 3 Disciplinary action	Level 4 Disciplinary action.
<i>Gang Activity</i>	No student shall be involved in initiations, hazing, intimidations and/or related activities of group affiliations which are likely to cause bodily danger, physical harm, or personal degradation or disgrace resulting in physical or mental harm to students and/or Staff, No student shall wear, carry or display gang paraphernalia or exhibit behaviors or gestures which symbolize gang membership or cause and/or participate in activities which intimidate or affect the attendance of another student.	Levels 1 – 3 Disciplinary action	Levels 3 – 4 Disciplinary action	Level 4 Disciplinary action
<i>Hazing</i>	Committing any act or coercing another, including the victim, to do any act of initiation into any student or other organization that causes or creates risk of causing mental or physical harm to any person.	Level 2 – 3 Disciplinary action	Level 3 – 4 Disciplinary action	Level 4 Disciplinary action

INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Homework	<p>Daily homework assignments are an extension of, and reinforce class work, and may be assigned Monday through Friday evenings. The amount of homework and time required for its completion will depend on the grade level of the student and the type of skill or content being developed.</p> <p>All homework must be completed in a timely manner, as determined by the classroom teacher.</p> <p>Repeated failure to timely complete homework is of great concern, and may result in appropriate disciplinary measures.</p>	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 2 - 3 Disciplinary action
Illegal or Dangerous Substances	Using, selling / purchasing, distributing, possessing, or attempting to possess, substances capable of producing a change in behavior or altering a state of mind or feeling, and/or paraphernalia.	Level 2 - 4 Disciplinary action	Level 3 - 4 Disciplinary action	Level 4 Disciplinary action
Inappropriate language	Using or directing, insulting, degrading, or demeaning language, written or verbal, toward School personnel or any member of the school community.	Level 1 - 2 Disciplinary action.	Level 2 - 3 Disciplinary action	Level 3 - 4 Disciplinary action.
Insubordination	Verbal or non-verbal refusal to comply with a reasonable request or directive while on School property or at any School related activity.	Level 1 - 2 Disciplinary action.	Level 2 - 3 Disciplinary action	Level 3 - 4 Disciplinary action.
Intimidation / Menacing / BULLYING / CYBER-BULLYING	<p>Threats, verbal or physical, that inflict fear, injury, or damage to a student, Staff member or any other person related to the school community.</p> <p>Cyber-bullying is a sub-set of bullying and involves the use of information and communication technologies, including but not limited to e-mail, cell-phone, and text messaging. Blogs, MySpace, Facebook, Wikipedia, Bebo., the Internet, Xanga, Piczo, Tweeter, instant messaging, defamatory online personal polling Web sites, to support deliberate or repeated, or hostile behavior by an individual, or group, that is intended to harm, intimidate, or harass others on School time or the School premises or off School time or School premises if such acts affect other students or Staff of the School.</p>	Level 2 - 3 Disciplinary action	Level 3 - 4 Disciplinary action.	Level 4 Disciplinary action
Knife	<p>Bringing a knife to school, onto school property, to an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the school or which the school is participant.</p> <p>Possessing a knife at school initially brought to school property by another person.</p>	Level 3 - 4 Disciplinary action and one (1) year discretionary expulsion.	Level 4 Disciplinary action and one (1) year discretionary expulsion.	Level 4 Disciplinary action and one (1) year discretionary expulsion.

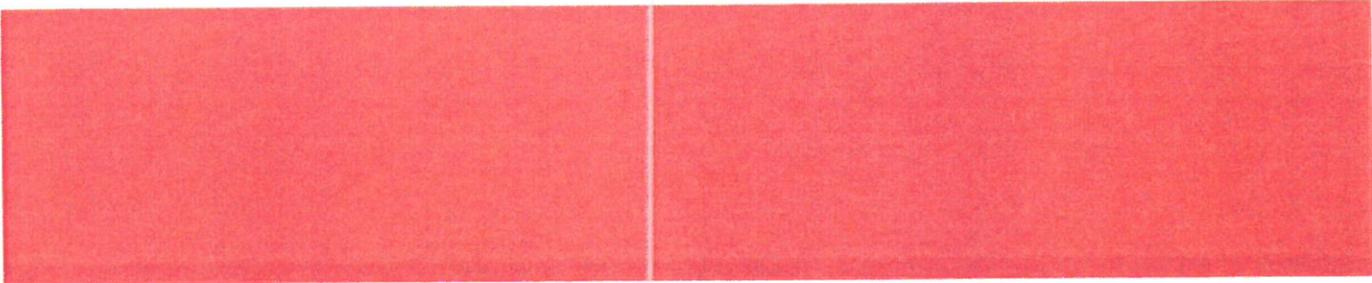
INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
<i>Littering</i>	Throwing paper, trash, or other materials on the floor, inside the school building or on school grounds.	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
<i>Lunch and Lunch Time Behaviors</i>	<p>Lunch should be a pleasant experience for everyone, teachers, students, and staff. Students must display decent good manners, courteous conversation, and cooperation with volunteers, teachers, and school personnel.</p> <p>Violations include but not limited to:</p> <ul style="list-style-type: none"> • Eating outside the designated area or room. • Leaving Student Hall without permission • Littering • Discourtesy (toward volunteers, other students and/or staff members • Failure to remain seated and to clean-up their space • Talking too loud and/or inappropriately • Spill floor all over the table or floor • Running around in the Student Hall • Others, as necessary 	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
<i>Lying</i>	Intentionally giving untrue communication.	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
<i>Misuse of Electronic Online Hardware or Software</i>	Students using school online services for illegal, inappropriate, or obscene purposes.	Level 2 Disciplinary action	Level 3 Disciplinary action	Level 4 Disciplinary action
<i>Obscenities / Verbal Abuse / Vulgarities / Profanity</i>	Directing obscene, abusive, vulgar, profane, harassing, insulting, racial, sexual, religious, or ethnic slurs, written or verbal, toward school personnel or any member of the school community. This shall include use of obscene gestures and signs that willfully intimidate, insult, or in any other manner, abuse others.	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
<i>Offensive Material</i>	The production, possession, and/or distribution of materials that offend common decency or morals.	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
<i>Other Overt Disruptive Behavior</i>	Knowingly engaging in any behavior meant to alter the teaching/learning process; to demean, intimidate, or harm another or the property of individual or the school.	Level 2 Disciplinary action	Level 3 Disciplinary action	Level 4 Disciplinary action
<i>Physical Contact</i>	Participating in unacceptable physical contact, including but not limited to fighting, pushing, intentionally hurting other students.	Level 1 - 2 Disciplinary action.	Level 2 - 3 Disciplinary action	Level 3 - 4 Disciplinary action.

INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
<i>Playground Behavior</i>	<p>The playground area is a place to develop friendships in a relaxed setting. Improper behavior or other dangerous actions may include, but are not limited to:</p> <ul style="list-style-type: none"> ▪ Any use of physical force or violence ▪ Throwing objects of any kind, including snow and/or ice. ▪ Taking property of others (hats, gloves, etc) ▪ Not being in the supervised area ▪ Using unapproved playground equipment 	Level 1 – 2 Disciplinary action.	Level 2 – 3 Disciplinary action	Level 3 – 4 Disciplinary action.
<i>Refusal to Do Classroom Work</i>	The refusal to complete work, projects, or other assignments given by the teacher.	Level 1 Disciplinary action.	Level 2 Disciplinary action	Level 3 – Disciplinary action.
<i>Sale, Use, Possession, or Distribution of Alcohol, Drugs Tobacco or other Chemical Controlled Substances</i>	Using, selling/purchasing, distributing, possessing, or attempting to possess, mood altering chemicals, or substances, distributing narcotics, drugs, controlled substances of any kind, tobacco products or alcoholic beverages or other intoxicant on school property or at school events.	Level 3 – Disciplinary action and one (1) year discretionary expulsion	Level 4 Disciplinary action and one (1) year discretionary expulsion	Level 4 Disciplinary action and one (1) year discretionary expulsion
<i>Student Hall and Rest Rooms</i>	<p>Students will conduct themselves according to the standards of character education, values training, positive character traits, and proper behavior taught at home and at the school.</p> <p>Violations include, but not limited to:</p> <ul style="list-style-type: none"> ▪ Cheating, stealing, lying, coarse language, etc. ▪ Any use of physical force or violence at any time anywhere in school premises ▪ Harassment of other students, teachers, volunteers, etc. ▪ Disrespect toward staff members, substitutes, volunteers, and/or visitors. 	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 – 4 Disciplinary action

INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
<i>School Property</i>	<p>Textbooks, computers, and school facilities are available for student use. Proper care and use of school property is expected at all times. All violations on this area require restoration and/or restitution.</p> <p>Violations include, but not limited to:</p> <ul style="list-style-type: none"> ▪ Defacing textbooks, library books, and other school materials. ▪ Destruction or improper use of school computers, I-pads, printers, or other technology. ▪ Defacing/destruction of school property including desks, walls, lockers, cabinets, etc. ▪ Failure to respect the property of other students, teachers, school personnel, etc. ▪ Gum chewing on school property. ▪ Improper use of restrooms and/or supplies provided. ▪ Stealing 	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
<i>School Telephone</i>	<p>Use of the school telephone by students is STRONGLY DISCOURAGED. To help students develop responsibility, phone calls home require the written consent of the student's teacher. V</p> <p>Violations will include, but are not limited to:</p> <ul style="list-style-type: none"> ▪ Calls not approved by teacher ▪ Calls not approved by School Secretary ▪ Calls not approved by School Leader 	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
<i>Sexual or Other Harassment</i>	<p>Unwelcome advances of a sexual nature, requests for sexual favors, and/or other verbal or physical conduct or communication of a sexual nature.</p> <p>Sexual harassment that includes unwelcome physical contact shall be assumed to have the effect of substantially interfering with the victim's educational or employment environment.</p>	Level 2 - 3 Disciplinary action	Level 3 - 4 Disciplinary action.	Level 4 Disciplinary action

INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
<i>Social Behavior</i>	<p>Students will conduct themselves according to the standards of character education, values training, positive character traits, and proper behavior taught at the school.</p> <p>Violations include but are not limited to:</p> <ul style="list-style-type: none"> ▪ Cheating, stealing, lying, coarse language, etc. ▪ Lack of courtesy and respect (namecalling, talking back, harsh language...) ▪ Harassment of other students, teachers, volunteers, etc. ▪ Disrespect toward school personnel, substitutes and/or visitors. ▪ Any use of physical force or violence at any time anywhere on school property and premises. 	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
<i>Tardiness</i>	To class: The act of a student not being in his/her classroom or seat when class is scheduled to begin as defined in the school master schedule.	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
<i>Theft</i>	Stealing, attempting to steal, possessing or transferring school or private property, or participating in the theft or attempted theft of school or private property.	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
<i>Toys of Play Objects</i>	<p>School is a place of learning. Distractions cause students to be inattentive. Therefore, students are to keep all toys or play objects at home.</p> <p>Violations include but are not limited to:</p> <ul style="list-style-type: none"> ▪ Bringing toys or distracting objects to school. ▪ Creating toys or distracting objects at school. 	Level 1 Disciplinary action	Level 1 Disciplinary action	Level 1 Disciplinary action

INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
<i>Transportation</i>	<p>Riding in the school bus is a privilege.</p> <p>The applicable guidelines, rules and policies established by our school district which provides transportation will be supported by the School.</p> <p>Violations include but are not limited to:</p> <ul style="list-style-type: none"> ▪ Disrespectful behavior towards the driver, Bus Aide or another student. ▪ Physical violence and/or abusive language (swearing). ▪ Eating on the bus. ▪ Constant yelling or screaming (which could endanger the lives and safety of others). ▪ Failure to remain seated. ▪ Threatening behavior ▪ Possession of drugs, glass, weapons, animals, or stolen merchandise. ▪ Any other violation of school policy. 	<p>Level 1 – 2 Disciplinary action. Possible indefinite suspension of school bus transportation service.</p>	<p>Level 2 – 3 Disciplinary action Possible indefinite suspension of school bus transportation service.</p>	<p>Level 3 - 4 Disciplinary action. Possible indefinite suspension of school bus transportation service.</p>
<i>Trespassing</i>	<p>Being in a school building or on school grounds/premises without permission or authorization, or refusing to comply with request to leave school premises.</p>	<p>Level 1 Disciplinary action</p>	<p>Level 2 Disciplinary action</p>	<p>Level 3 - 4 Disciplinary action</p>
<i>Truancy</i>	<p>Habitual or chronic absence from school or class without legitimate excuse and failure to follow proper attendance check-in/check-out and absence procedures.</p>	<p>Level 1 Disciplinary action Possible referral to Juvenile Court system or local Family Services entity.</p>	<p>Level 2 Disciplinary action Possible referral to Juvenile Court system or local Family Services entity.</p>	<p>Level 3 - 4 Disciplinary action Possible referral to Juvenile Court system or local Family Services entity.</p>
<i>Verbal altercation</i>	<p>Engaging in minor verbal altercations. Insulting, taunting, or challenging another person under circumstances in which such conduct could provoke a violent or disruptive response.</p>	<p>Level 1 Disciplinary action</p>	<p>Level 2 Disciplinary action</p>	<p>Level 3 - 4 Disciplinary action</p>
<i>Violation of Classroom Rules</i>	<p>Not following the classroom rules as determined by the classroom teacher.</p>	<p>Level 1 Disciplinary action</p>	<p>Level 2 Disciplinary action</p>	<p>Level 3 - 4 Disciplinary action</p>



**SCHOOL POLICY FOR SUSPENSION, EXPULSION
AND REMOVAL OF STUDENTS:
CODE OF CONDUCT PROTOCOL**

2018-2019



Principal's Office

ACADEMY OF EDUCATIONAL EXCELLENCE 728 Parkside Blvd., Toledo, Ohio 43607

REVIEWED AND APPROVED BY THE AEE GOVERNING BOARD – FEBRUARY 19TH, 2019

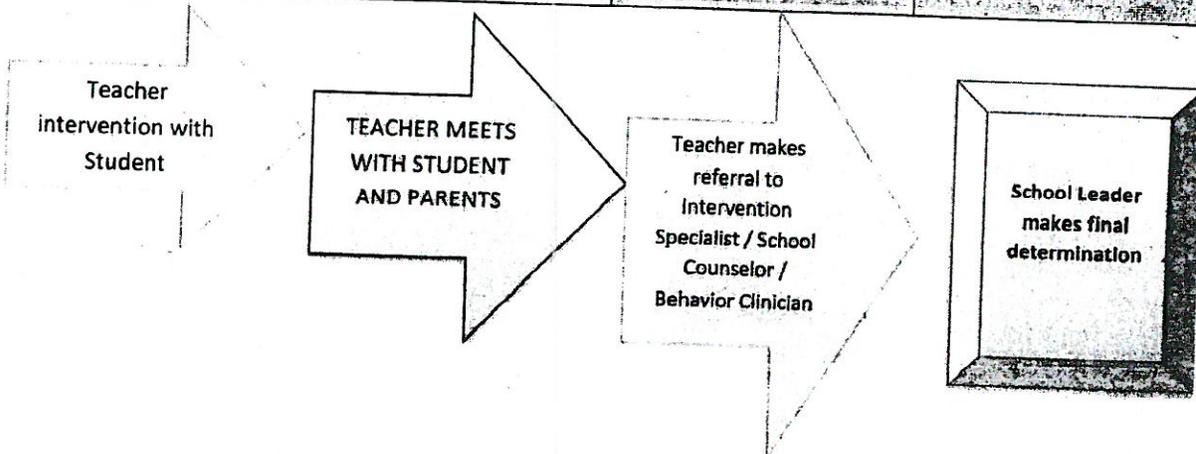
ACADEMY OF EDUCATIONAL EXCELLENCE

STUDENT CODE OF CONDUCT PROTOCOL

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<i>Dangerous Weapon</i>	Bringing a dangerous weapon onto School Property or premises or possessing a dangerous weapon on school property or premises. Dangerous weapon means a weapon, device, instrument, material, or substance, animate or inanimate, that is used form, or is readily capable of causing death or serious bodily injury.	Level 3 – 4 disciplinary action.	Level 3 – 4 disciplinary action.	Level 4 disciplinary action.
<i>Display of Affection</i>	Any physical display of affection between students is prohibited.	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 – 4 Disciplinary action
<i>Disruptive Behavior</i>	Engaging in any conduct that causes or results in the breakdown of the orderly process of instruction and/or School activities, including but not limited to failure to carry out directions given by teachers/school personnel and/or School Guidelines, failure to cooperate with School personnel or parent volunteers, verbally harassing other students, and running and/or making excessive noise in the school building and/or premises.	Level 3 – 4 disciplinary action.	Level 3 – 4 disciplinary action.	Level 4 disciplinary action.
<i>Dress Code Violations</i>	ALL students must comply with AEE school dress code as established at the beginning of the school year.	Level 1 – 2 disciplinary action. Parent may be called.	Level 1 – 2 disciplinary action. Parent may be called.	Level 3 – 4

INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
<i>Electronic Access</i>	The unauthorized use of electronic password codes for any reason, including but not limited to, accessing, controlling, or disabling technological devices or services,	Level 2 – 3 Disciplinary action.	Level 2 – 3 Disciplinary action.	Level 3 – 4 Disciplinary action
<i>Electronic and Other Communication Devices</i>	NO Student shall use ANY electronic devices (cellular telephones, CD players, I-Pods, gaming devices, cameras, etc) without the approval, on School property between the hours of 8am to the conclusion to School.	Level 1 – 2 Disciplinary action.	Level 2 – 3 Disciplinary action	Level 4 Disciplinary action.
<i>Extortion / Robbery</i>	Obtaining money, information, or property from another by threat, intimidation, or coercion.	Level 2 – 3 Disciplinary action.	Level 3 – 4 Disciplinary action.	Level 4 Disciplinary action.
<i>Firearm</i>	Bringing a firearm to the School or onto School Property or School-Bus (any property owned, used, or leased by the School for school related activities or extracurricular events.	1 year mandatory expulsion	Level 4 disciplinary action and 1 year discretionary expulsion	Level 4 disciplinary action and 1 year discretionary expulsion
	Bringing a firearm to an interscholastic competition, an extracurricular event, or any other School program or activity that is located at School property and premises	Level 4 disciplinary action and 1 year discretionary expulsion	Level 4 disciplinary action and 1 year discretionary expulsion	Level 4 disciplinary action and 1 year discretionary expulsion
	Possessing a firearm at School, on School property/premises which was initially brought onto School property by another person.	Level 4 disciplinary action and 1 year discretionary expulsion	Level 4 disciplinary action and 1 year discretionary expulsion	Level 4 disciplinary action and 1 year discretionary expulsion
<i>Gambling</i>	Illegal participation in, or the organization of, games of chance for money and/or items of value.	Level 1 – 2 Disciplinary action.	Level 2 – 3 Disciplinary action	Level 4 Disciplinary action.
<i>Gang Activity</i>	No student shall be involved in initiations, hazing, intimidations and/or related activities of group affiliations which are likely to cause bodily danger, physical harm, or personal degradation or disgrace resulting in physical or mental harm to students and/or Staff,	Levels 1 – 3 Disciplinary action	Levels 3 – 4 Disciplinary action	Level 4 Disciplinary action
	No student shall wear, carry or display gang paraphernalia or exhibit behaviors or gestures which symbolize gang membership or cause and/or participate in activities which intimidate or affect the attendance of another student.			
<i>Hazing</i>	Committing any act or coercing another, including the victim, to do any act of initiation into any student or other organization that causes or creates risk of causing mental or physical harm to any person.	Level 2 – 3 Disciplinary action	Level 3 – 4 Disciplinary action	Level 4 Disciplinary action

INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Homework	<p>Daily homework assignments are an extension of, and reinforce class work, and may be assigned Monday through Friday evenings. The amount of homework and time required for its completion will depend on the grade level of the student and the type of skill or content being developed.</p> <p>All homework must be completed in a timely manner, as determined by the classroom teacher.</p> <p>Repeated failure to timely complete homework is of great concern, and may result in appropriate disciplinary measures.</p>	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 2 – 3 Disciplinary action
Illegal or Dangerous Substances	Using, selling / purchasing, distributing, possessing, or attempting to possess, substances capable of producing a change in behavior or altering a state of mind or feeling, and/or paraphernalia.	Level 2 – 4 Disciplinary action	Level 3 – 4 Disciplinary action	Level 4 Disciplinary action
Inappropriate Language	Using or directing, insulting, degrading, or demeaning language, written or verbal, toward School personnel or any member of the school community.	Level 1 – 2 Disciplinary action.	Level 2 – 3 Disciplinary action	Level 3 - 4 Disciplinary action.
Insubordination	Verbal or non-verbal refusal to comply with a reasonable request or directive while on School property or at any School related activity.	Level 1 – 2 Disciplinary action.	Level 2 – 3 Disciplinary action	Level 3 - 4 Disciplinary action.
Intimidation/ Menacing/ BULLYING / CYBER- BULLYING	<p>Threats, verbal or physical, that inflict fear, injury, or damage to a student, Staff member or any other person related to the school community.</p> <p>Cyber-bullying is a sub-set of bullying and involves the use of information and communication technologies, including but not limited to e-mail, cell-phone, and text messaging. Blogs, MySpace, Facebook, Wikipedia, Bebo,, the Internet, Xanga, Piczo, Tweeter, instant messaging, defamatory online personal polling Web sites, to support deliberate or repeated, or hostile behavior by an individual, or group, that is intended to harm, intimidate, or harass others on School time or the School premises or off School time or School premises if such acts affect other students or Staff of the School.</p>	Level 2 – 3 Disciplinary action	Level 3 - 4 Disciplinary action.	Level 4 Disciplinary action
Knife	<p>Bringing a knife to school, onto school property, to an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the school or which the school is participant.</p> <p>Possessing a knife at school initially brought to school property by another person.</p>	Level 3 - 4 Disciplinary action and one (1) year discretionary expulsion.	Level 4 Disciplinary action and one (1) year discretionary expulsion.	Level 4 Disciplinary action and one (1) year discretionary expulsion.

INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Littering	Throwing paper, trash, or other materials on the floor, inside the school building or on school grounds.	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
Lunch and Lunch Time Behaviors	<p>Lunch should be a pleasant experience for everyone, teachers, students, and staff. Students must display decent good manners, courteous conversation, and cooperation with volunteers, teachers, and school personnel.</p> <p>Violations include but not limited to:</p> <ul style="list-style-type: none"> ▪ Eating outside the designated area or room. ▪ Leaving Student Hall without permission ▪ Littering ▪ Discourtesy (toward volunteers, other students and/or staff members ▪ Failure to remain seated and to clean-up their space ▪ Talking too loud and/or inappropriately ▪ Spill floor all over the table or floor ▪ Running around in the Student Hall ▪ Others, as necessary 	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
Lying	Intentionally giving untrue communication.	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
Misuse of Electronic Online Hardware or Software	Students using school online services for illegal, inappropriate, or obscene purposes.	Level 2 Disciplinary action	Level 3 Disciplinary action	Level 4 Disciplinary action
Obscenities / Verbal Abuse / Vulgarities / Profanity	Directing obscene, abusive, vulgar, profane, harassing, insulting, racial, sexual, religious, or ethnic slurs, written or verbal, toward school personnel or any member of the school community. This shall include use of obscene gestures and signs that willfully intimidate, insult, or in any other manner, abuse others.	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
Offensive Material	The production, possession, and/or distribution of materials that offend common decency or morals.	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
Other Overt Disruptive Behavior	Knowingly engaging in any behavior meant to alter the teaching/learning process; to demean, intimidate, or harm another or the property of individual or the school.	Level 2 Disciplinary action	Level 3 Disciplinary action	Level 4 Disciplinary action
Physical Contact	Participating in unacceptable physical contact, including but not limited to fighting, pushing, intentionally hurting other students.	Level 1 - 2 Disciplinary action.	Level 2 - 3 Disciplinary action	Level 3 - 4 Disciplinary action.

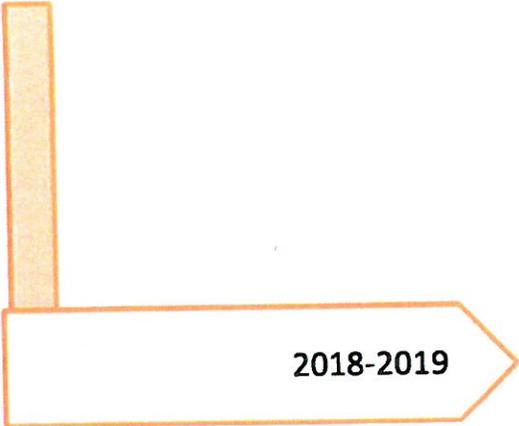
INTERACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
<i>Playground Behavior</i>	<p>The playground area is a place to develop friendships in a relaxed setting. Improper behavior or other dangerous actions may include, but are not limited to:</p> <ul style="list-style-type: none"> ▪ Any use of physical force or violence ▪ Throwing objects of any kind, including snow and/or ice. ▪ Taking property of others (hats, gloves, etc) ▪ Not being in the supervised area ▪ Using unapproved playground equipment 	Level 1 – 2 Disciplinary action.	Level 2 – 3 Disciplinary action	Level 3 - 4 Disciplinary action.
<i>Refusal to Do Classroom Work</i>	The refusal to complete work, projects, or other assignments given by the teacher.	Level 1 Disciplinary action.	Level 2 Disciplinary action	Level 3 – Disciplinary action.
<i>Sale, Use, Possession, or Distribution of Alcohol, Drugs, Tobacco or other Chemical Controlled Substances</i>	Using, selling/purchasing, distributing, possessing, or attempting to possess, mood altering chemicals, or substances, distributing narcotics, drugs, controlled substances of any kind, tobacco products or alcoholic beverages or other intoxicant on school property or at school events.	Level 3 – Disciplinary action and one (1) year discretionary expulsion	Level 4 Disciplinary action and one (1) year discretionary expulsion	Level 4 Disciplinary action and one (1) year discretionary expulsion
<i>Student Hall and Rest Rooms</i>	<p>Students will conduct themselves according to the standards of character education, values training, positive character traits, and proper behavior taught at home and at the school.</p> <p>Violations include, but not limited to:</p> <ul style="list-style-type: none"> ▪ Cheating, stealing, lying, coarse language, etc. ▪ Any use of physical force or violence at any time anywhere in school premises ▪ Harassment of other students, teachers, volunteers, etc. ▪ Disrespect toward staff members, substitutes, volunteers, and/or visitors. 	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action

INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
<i>School Property</i>	<p>Textbooks, computers, and school facilities are available for student use. Proper care and use of school property is expected at all times. All violations on this area require restoration and/or restitution.</p> <p>Violations include, but not limited to:</p> <ul style="list-style-type: none"> ▪ Defacing textbooks, library books, and other school materials. ▪ Destruction or improper use of school computers, I-pads, printers, or other technology. ▪ Defacing/destruction of school property including desks, walls, lockers, cabinets, etc. ▪ Failure to respect the property of other students, teachers, school personnel, etc. ▪ Gum chewing on school property. ▪ Improper use of restrooms and/or supplies provided. ▪ Stealing 	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
<i>School Telephone</i>	<p>Use of the school telephone by students is STRONGLY DISCOURAGED. To help students develop responsibility, phone calls home require the written consent of the student's teacher. V</p> <p>Violations will include, but are not limited to:</p> <ul style="list-style-type: none"> ▪ Calls not approved by teacher ▪ Calls not approved by School Secretary ▪ Calls not approved by School Leader 	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
<i>Sexual or Other Harassment</i>	<p>Unwelcome advances of a sexual nature, requests for sexual favors, and/or other verbal or physical conduct or communication of a sexual nature.</p> <p>Sexual harassment that includes unwelcome physical contact shall be assumed to have the effect of substantially interfering with the victim's educational or employment environment.</p>	Level 2 – 3 Disciplinary action	Level 3 - 4 Disciplinary action.	Level 4 Disciplinary action

INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
<i>Social Behavior</i>	<p>Students will conduct themselves according to the standards of character education, values training, positive character traits, and proper behavior taught at the school.</p> <p>Violations include but are not limited to:</p> <ul style="list-style-type: none"> ▪ Cheating, stealing, lying, coarse language, etc. ▪ Lack of courtesy and respect (namecalling, talking back, harsh language...) ▪ Harassment of other students, teachers, volunteers, etc. ▪ Disrespect toward school personnel, substitutes and/or visitors. ▪ Any use of physical force or violence at any time anywhere on school property and premises. 	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
<i>Tardiness</i>	To class: The act of a student not being in his/her classroom or seat when class is scheduled to begin as defined in the school master schedule.	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
<i>Theft</i>	Stealing, attempting to steal, possessing or transferring school or private property, or participating in the theft or attempted theft of school or private property.	Level 1 Disciplinary action	Level 2 Disciplinary action	Level 3 - 4 Disciplinary action
<i>Toys of Play Objects</i>	<p>School is a place of learning. Distractions cause students to be inattentive. Therefore, students are to keep all toys or play objects at home.</p> <p>Violations include but are not limited to:</p> <ul style="list-style-type: none"> ▪ Bringing toys or distracting objects to school. ▪ Creating toys or distracting objects at school. 	Level 1 Disciplinary action	Level 1 Disciplinary action	Level 1 Disciplinary action

INFRACTION	DEFINITION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
<i>Transportation</i>	<p>Riding in the school bus is a privilege.</p> <p>The applicable guidelines, rules and policies established by our school district which provides transportation will be supported by the School.</p> <p>Violations include but are not limited to:</p> <ul style="list-style-type: none"> ▪ Disrespectful behavior towards the driver, Bus Aide or another student. ▪ Physical violence and/or abusive language (swearing). ▪ Eating on the bus. ▪ Constant yelling or screaming (which could endanger the lives and safety of others). ▪ Failure to remain seated. ▪ Threatening behavior ▪ Possession of drugs, glass, weapons, animals, or stolen merchandise. ▪ Any other violation of school policy. 	<p>Level 1 – 2 Disciplinary action. Possible indefinite suspension of school bus transportation service.</p>	<p>Level 2 – 3 Disciplinary action Possible indefinite suspension of school bus transportation service.</p>	<p>Level 3 - 4 Disciplinary action. Possible indefinite suspension of school bus transportation service.</p>
<i>Trespassing</i>	<p>Being in a school building or on school grounds/premises without permission or authorization, or refusing to comply with request to leave school premises.</p>	<p>Level 1 Disciplinary action</p>	<p>Level 2 Disciplinary action</p>	<p>Level 3 - 4 Disciplinary action</p>
<i>Truancy</i>	<p>Habitual or chronic absence from school or class without legitimate excuse and failure to follow proper attendance check-in/check-out and absence procedures.</p>	<p>Level 1 Disciplinary action Possible referral to Juvenile Court system or local Family Services entity.</p>	<p>Level 2 Disciplinary action Possible referral to Juvenile Court system or local Family Services entity.</p>	<p>Level 3 - 4 Disciplinary action Possible referral to Juvenile Court system or local Family Services entity.</p>
<i>Verbal altercation</i>	<p>Engaging in minor verbal altercations. Insulting, taunting, or challenging another person under circumstances in which such conduct could provoke a violent or disruptive response.</p>	<p>Level 1 Disciplinary action</p>	<p>Level 2 Disciplinary action</p>	<p>Level 3 - 4 Disciplinary action</p>
<i>Violation of Classroom Rules</i>	<p>Not following the classroom rules as determined by the classroom teacher.</p>	<p>Level 1 Disciplinary action</p>	<p>Level 2 Disciplinary action</p>	<p>Level 3 - 4 Disciplinary action</p>

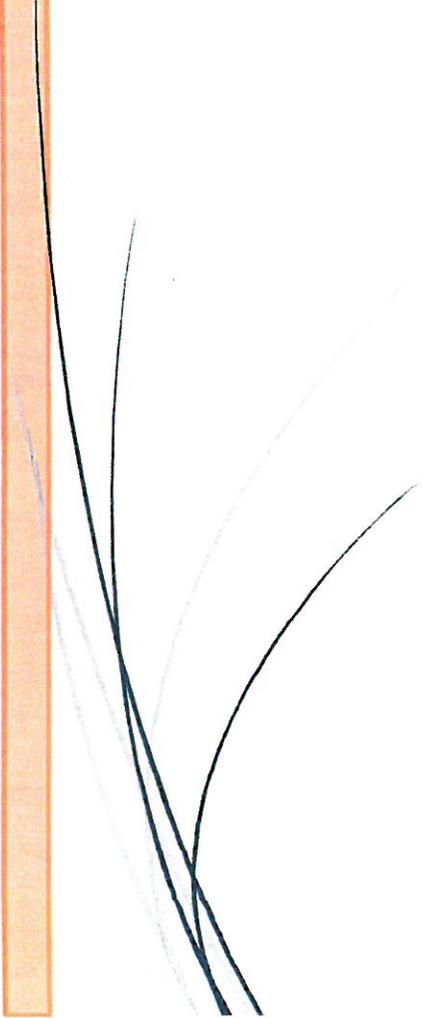




2018-2019

SCHOOL POLICY

RESTRAINT AND SECLUSION



ADOPTED AUGUST 2016
REVIEWED AND APPROVED BY AEE GOVERNING BOARD –
August 21, 2018

728 PARKSIDE BOULEVARD, TOLEDO, OHIO 43607
WWW.AEETOLEDO.COM

TEL: 419/ 382-2280

ACADEMY OF EDUCATIONAL EXCELLENCE

GOVERNING BOARD

Meeting Packet

AUGUST 21ST , 2018

2018

GOVERNING BOARD MEETING

AGENDA

AUGUST 21ST , 2018

6:30pm

Call to Order

Roll Call

- **Approval of Last Meeting Minutes** **June, 2018**
- **Financial Reports – Todd Johnson** **Approval of JUNE AND JULY 2018-- Financial Report**

EXECUTIVE SESSION:

- Presentation and approval of NEW Board Members
- Meeting with attorney Albin Bauer

NEW BUSINESS:

1. **Founder/ Superintendent Report**
 - a. Employees Medical Insurance
 - b. Bus Transportation UPDATE
2. **School Leader Report**
 - a. Enrollment Update
 - b. Staff Professional Development
 - i. Success For All—
 - ii. The Leader in Me
 1. Principal's Institute
 2. Staff Coaching
 3. TLIM – Study Group
 - iii. Great Minds: Eureka Math
 - c. After-School Tutorial Program
3. Update school building Lease Agreement

4. Update Approval of School Policies
 - a. #110—Blizzard Bag/ Calamity Day Policy
 - b. #111—Career Advising Policy (6th grade)
 - c. #426—Admission Procedure Policy
 - d. #427—School Policy—Admission for Residents Outside the District
 - e. #438—Admission Policy for Kindergarten and First Grade
 - f. #708—School Policy for Diabetes Drug Administration
 - g. #761—School Policy for Harassment, Intimidation, and Bullying
 - h. #804—School Policy for Transportation Emergencies
 - i. #806—School Policy for School Bus Usage
 - j. #814—School Policy for Transportation Management
 - k. School Policy for Suspension, Expulsion and Removal of Students

Next Board Meeting – OCTOBER 16TH, 2018 – 6:30pm

Adjournment

**ACADEMY OF EDUCATIONAL EXCELLENCE
Governing Board Meeting
Meeting Minutes**

Meeting attended by:	ADMINISTRATORS: Ann D. Harris, Superintendent; Dr. Israel I. Koppisch, School Leader BOARD MEMBERS: Allison Cox, Beverly Tucker, Charles Harrison and Bill Harris NCOESC: ---Mr. Mike Cool AEE Legal Advisor: Mr. Albin Bauer School Treasurer: Todd Johnson	
Absent from meeting:	----	
Date:	Tuesday , AUGUST 21 st , 2018	
Time:	6:30 pm	
Call to Order:	6:39pm	
Approval of last board meeting minutes	Motion by: Beverly Tucker Seconded by: Allison Cox	Approved
Approval of Financial Report JUNE-JULY, 2018	Motion by: Allison Cox Seconded by: Beverly Tucker	Approved
NCOESC REPORT	Mr. Mike Cook oriented the board members on the August/September 2018-19 Compliance Items for Governing Boards. He also passed out information about <i>Crisis Prevention and Intervention</i> (2018-19 Training Schedule).	

Agenda Topic #1: EMPLOYEE MEDICAL INSURANCE BENEFIT	New Business	
Notes: After considering different medical insurance options and having the employees express their interest in one of the options offered, AEE administration is able to submit its recommendation to the Board of which one to adopt.		
ACTION: MOTION TO APPROVE the Medical Insurance Benefit for school employees (Buy—Up) based on a \$3,723.83 monthly payment, of which 70% will be AEE’s participation and the difference to be paid by employees starting in September 1 st , 2018. Motion to APPROVE AEE membership to the Toledo Chamber or Commerce and authorize \$500.00 annual fee for 2018—2019.	Motion by: Beverly Tucker Seconded by: Allison Cox	Approved

ACADEMY OF EDUCATIONAL EXCELLENCE
 Governing Board
 Meeting Minutes—August 21st, 2018

Agenda Topic #2: BUS TRANSPORTATION	NEW Business	
Notes : After hearing information concerning the new bus purchased by the school, board members requested that the Superintendent negotiate a leasing contract with the seller.		
ACTION:	Motion by:	Approved
	Seconded by:	

Agenda Topic #3: CURRICULUM PURCHASES	New Business	
Notes: In order to be able to implement the different school curriculums, instructional materials for students and teachers had to be purchased for school year 2018-2019. Purchase orders were placed for the following curriculums: SFA / Eureka Math / TLIM / Star 360 Assessments / Strong Schools.		
ACTION :	Motion by:	
	Seconded by:	

Agenda Topic #4: MARKETING BUCKEYE CABLE	NEW Business	
Notes: A quote was received from Buckeye Cable for a marketing strategy on social media/digital solutions to promote AEE. On approving the contract the board members suggested school administration to keep track of where parents heard about the school, to show effectiveness of the strategy being used for promoting the school.		
ACTION: A MOTION was presented to authorize school administration to contract BUCKEYE CABLE for promoting AEE on social media/digital solutions on a rate of \$1600.00 a month (for four non-consecutive months and an additional free month) starting immediately, in order to advertise the school enrollment for school year 2018—2019.	Motion by: Beverly Tucker	Approved
	Seconded by: Allison Cox	

ACADEMY OF EDUCATIONAL EXCELLENCE
 Governing Board
 Meeting Minutes—August 21st, 2018

Agenda Topic #5: NEW STAFF MEMBERS	NEW BUSINESS	
Notes: New staff members for school year 2018-2019: Mrs. Tomeka Shum—Math Specialist 3-4-5-6 Mr. Clarence Nedd—Paraprofessional Mrs. Holly Coen—Music Teacher This positions have previously been approved by the board.		
Action Items: No action needed	Motion by: Seconded by:	Approved

Agenda Topic #6: ELECTION OF NEW BOARD MEMBER	NEW BUSINESS	
NOTES: Board members reviewed and analyzed Mrs. Lena Webb credentials and Resume.		
Action Items: MOTION to elect Mrs. Lena Webb as an AEE Board Member starting on with our next board meeting on October 2018.	Motion by: Allison Cox Seconded by: Beverly Tucker	Approved

Agenda Topic #7: School Leader's Report	NEW BUSINESS	
NOTES: 1. Enrollment Update—149 students enrolled—up-to-date (in addition: approximately 6 students in enrollment process). 2. Faculty members want to extend to the board members their appreciation for having approved the different professional development trainings that took place during the summer. 3.		
Action Items:	Motion by: Seconded by:	Approved

ACADEMY OF EDUCATIONAL EXCELLENCE
 Governing Board
 Meeting Minutes—August 21st, 2018

Agenda Topic #8: Update and Approval of School Policies	NEW BUSINESS	
<p>NOTES: Following school policies need to be updated/ re-approved by Governing Board:</p> <ol style="list-style-type: none"> 1. #110—Blizzard Bag/ Calamity Day Policy 2. #111—Career Advising Policy (6th grade) 3. #426—Admission Procedure Policy 4. #427—School Policy—Admission for Residents Outside the District 5. #438—Admission Policy for Kindergarten and First Grade 6. #708—School Policy for Diabetes Drug Administration 7. #761—School Policy for Harassment, Intimidation, and Bullying 8. #804—School Policy for Transportation Emergencies 9. #806—School Policy for School Bus Usage 10. #814—School Policy for Transportation Management 11. School Policy for Suspension, Expulsion and Removal of Students 		
<p>Action Items: MOTION presented to accept update and re-approval of AEE School Policies as presented by school leadership, as follows:</p> <ol style="list-style-type: none"> 1. #110—Blizzard Bag/ Calamity Day Policy 2. #111—Career Advising Policy (6th grade) 3. #426—Admission Procedure Policy 4. #427—School Policy—Admission for Residents Outside the District 5. #438—Admission Policy for Kindergarten and First Grade 6. #708—School Policy for Diabetes Drug Administration 7. #761—School Policy for Harassment, Intimidation, and Bullying 8. #804—School Policy for Transportation Emergencies 9. #806—School Policy for School Bus Usage 10. #814—School Policy for Transportation Management 11. School Policy for Suspension, Expulsion and Removal of Students 	<p>Motion by: Allison Cox</p> <p>Seconded by: Beverly Tucker</p>	<p>Approved</p>

Agenda Topic #9: APPROVAL OF 2018-2019 PAY SCALE FOR FACULTY AND STAFF MEMBERS	NEW BUSINESS																																																																																				
<p>NOTES: The following pay scale for 2018—2019 school year is presented for Governing Board approval:</p> <table border="0"> <tr> <td>Ann Harris</td> <td>Superintendent</td> <td>\$55,000.00</td> </tr> <tr> <td>Israel I. Koppisch</td> <td>School Leader</td> <td>\$55,000.00</td> </tr> <tr> <td>Marjorie Goodloe</td> <td>Principal Trainee</td> <td>\$30,000.00</td> </tr> <tr> <td>Anita Bass</td> <td>Registrar/ EMIS Coordinator</td> <td>\$48,000.00</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td>Tameisha Price</td> <td>Secretary</td> <td>Hourly \$14.00</td> </tr> <tr> <td>Brandie Rheams</td> <td>Secretary</td> <td>Hourly \$11.50</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td>Cynthia Kurtz</td> <td>Assessments Coordinator</td> <td>\$120.00 p/day</td> </tr> <tr> <td>Kim Spragues</td> <td>Supp. Educ. Programs</td> <td>\$30,000.00</td> </tr> <tr> <td>Yusseff Woods</td> <td>Bus Transportation Sup.</td> <td>\$34,500.00</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td>Maiya Phenix</td> <td>Kindergarten Teacher / Int Spec</td> <td>\$37,000.00</td> </tr> <tr> <td>Margaret Hallett</td> <td>First Grade Teacher</td> <td>\$32,500.00</td> </tr> <tr> <td>Latoyia Arnold</td> <td>Second Grade Teacher</td> <td>\$35,000.00</td> </tr> <tr> <td>Autumn Fox</td> <td>Third Grade Teacher</td> <td>\$35,000.00</td> </tr> <tr> <td>Frank Baniel</td> <td>Fourth Grade Teacher</td> <td>\$30,000.00</td> </tr> <tr> <td>Liesl Smay</td> <td>Fifth Grade Teacher</td> <td>\$30,000.00</td> </tr> <tr> <td>Tomeka Shum</td> <td>Sixth Grade Teacher</td> <td>\$32,000.00</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td>Sonja Wetzel</td> <td>Paraprofessional</td> <td>\$14.00 p/hr</td> </tr> <tr> <td>Brian Cook</td> <td>Paraprofessional</td> <td>\$11.00 p/hr</td> </tr> <tr> <td>Vonshaye Gree</td> <td>Paraprofessional</td> <td>\$11.00 p/hr</td> </tr> <tr> <td>Rodelle Arnold</td> <td>Paraprofessional</td> <td>\$11.00 p/hr</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td>Phyllis Brown</td> <td>Bus Driver</td> <td>\$18.75 p/hr</td> </tr> <tr> <td>Fatima Robles</td> <td>Bus Driver</td> <td>\$18.75 p/hr</td> </tr> <tr> <td>Deborah Johnson</td> <td>Bus Aide</td> <td>\$8.15 p/hr</td> </tr> </table>	Ann Harris	Superintendent	\$55,000.00	Israel I. Koppisch	School Leader	\$55,000.00	Marjorie Goodloe	Principal Trainee	\$30,000.00	Anita Bass	Registrar/ EMIS Coordinator	\$48,000.00				Tameisha Price	Secretary	Hourly \$14.00	Brandie Rheams	Secretary	Hourly \$11.50				Cynthia Kurtz	Assessments Coordinator	\$120.00 p/day	Kim Spragues	Supp. Educ. Programs	\$30,000.00	Yusseff Woods	Bus Transportation Sup.	\$34,500.00				Maiya Phenix	Kindergarten Teacher / Int Spec	\$37,000.00	Margaret Hallett	First Grade Teacher	\$32,500.00	Latoyia Arnold	Second Grade Teacher	\$35,000.00	Autumn Fox	Third Grade Teacher	\$35,000.00	Frank Baniel	Fourth Grade Teacher	\$30,000.00	Liesl Smay	Fifth Grade Teacher	\$30,000.00	Tomeka Shum	Sixth Grade Teacher	\$32,000.00				Sonja Wetzel	Paraprofessional	\$14.00 p/hr	Brian Cook	Paraprofessional	\$11.00 p/hr	Vonshaye Gree	Paraprofessional	\$11.00 p/hr	Rodelle Arnold	Paraprofessional	\$11.00 p/hr				Phyllis Brown	Bus Driver	\$18.75 p/hr	Fatima Robles	Bus Driver	\$18.75 p/hr	Deborah Johnson	Bus Aide	\$8.15 p/hr	
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<p>Action Items: MOTION presented to accept and approve AEE Staff and Faculty pay scale for school year 2018-2019 as presented by the school administration (listed above).</p>	<p>Motion by: Allison Cox</p> <p>Seconded by:</p>	<p>Approved</p>																																																																																			

	Beverly Tucker	
MEETING ADJOURNED: 8:20 pm	Motion by: Beverly Tucker Seconded by: Allison Cox	Approved
Next Meeting: OCTOBER 16 th , 2018 -6:30pm		

Notes taken and Minutes prepared by: Dr. Israel I. Koppisch

ATTACHMENT VII

- Description of the School's current facilities and includes: (a) a detailed description of each facility used for instructional purposes; (b) the annual costs associated with leasing each facility that are paid by or on behalf of the School; (c) the annual mortgage principal and interest payments that are paid by the School; and (d) the name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the School's management company/operator, if any.
- Contains a copy of the lease document that governs the School's occupancy and use of its facilities.



A.E.E.

Academy of Educational Excellence

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Office of the School Leader

DESCRIPTION OF SCHOOL FACILITIES

LOCATION

728 Parkside Boulevard, Toledo, OHIO 43607

MAIN INSTRUCTIONAL BUILDING*

- 9 classrooms
- 2 Offices
- 1 Maintenance Room
- 3 Storage Rooms

STUDENT HALL/ CAFETERIA*

- Located in the building basement
- Kitchen
- Eating/seating area

REST ROOMS (located in the building basement)*

- Boys
- Girls
- Staff Members

SPED OFFICE (located in the building basement)*

MUSIC ROOM (located in the building basement)*

- See Floor Plans

FIRST AMENDMENT TO LEASE AGREEMENT

RECITALS

This First Amendment to Lease Agreement (“**Lease**”) is made effective as of July 1, 2019 by and between The Roman Catholic Diocese of Toledo in America (“**Landlord**”), and the Governing Board of the North Central Ohio Educational Service Center (“**Tenant**”) and the Governing Authority of the Academy of Educational Excellence (“**Sub Tenant**”).

RECITALS

- A. Landlord is the owner of the real property located at 728 Parkside Boulevard in Toledo, Ohio, (“**Premises**”).
- B. The Landlord and the Tenant and Sub Tenant entered into the Lease dated July 1, 2018, whereby Landlord leased to Tenant and in turn to Sub Tenant space in the Premises, as well as an Indemnification and Release Agreement dated July 1, 2018.
- C. Landlord and the Tenant and Sub Tenant now desire to amend the Lease to effectuate the renewal of the Lease by Tenant as allowed in Paragraph 2 of the Lease.

NOW, THEREFORE, for and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and the Tenant and Subtenant agree as follows:

1. **Term.** The first sentence of Paragraph 2 is hereby amended to state: This Lease shall be for a Term of twelve (12) months beginning on July 1, 2019 and ending on June 30, 2020 unless renewed, extended, or terminated as provided herein (the “**Termination Date.**”).
2. **Rent.** Paragraph 3(a) of the Lease is hereby amended to reflect a **Minimum Rent** of Six Thousand Three Hundred Dollars (\$6,300.00) per month.
3. Except as amended in this First Amendment, the terms and conditions of the Lease shall continue in full force and effect and are hereby ratified in their entirety, as does the Indemnification and Release Agreement.
4. This First Amendment may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. In the event of any conflict or ambiguity between the terms of the Lease and the terms of this Amendment, the terms of this First Amendment shall govern.

728 Parkside Blvd - Google Maps

11/21/2016

728 Parkside Blvd

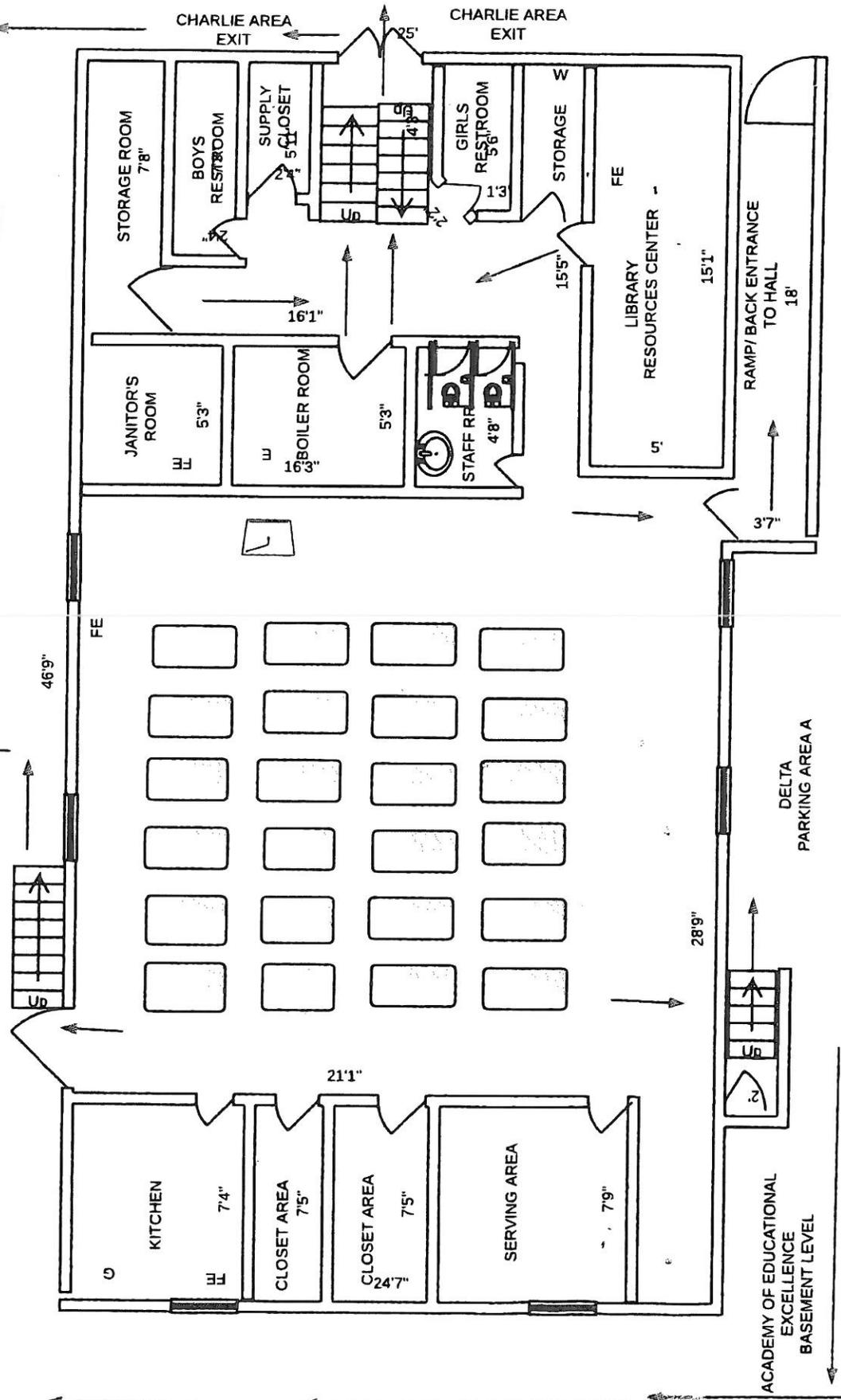


Imagery ©2016 Google, Map data ©2016 Google 100 ft

CRITICAL
 FE Fire Extinguisher
 F Fire Alarm
 W Water Shutoff
 G Gas Shutoff
 E Electrical

N
E
W
S

BRAVO
PARKING AREA B



ACADEMY OF EDUCATIONAL
EXCELLENCE
BASEMENT LEVEL

DELTA
PARKING AREA

FIRE AND EVACUATION PLAN

ATTACHMENT VIII

- Description of the health insurance and other fringe benefits provided to the School's employees.
-



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Office of the School Leader

EMPLOYEE'S MEDICAL INSURANCE

Benefits Programs

AEE is committed to sponsoring a comprehensive benefits program for all eligible employees. In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible for other benefits that will enhance your job satisfaction. We are certain that the benefits program described in our Employee Handbook represents investments by AEE.

AEE will periodically review the benefits program and will make modifications as appropriate to the company's condition. AEE reserves the right to modify, add or delete the benefits it offers.

Eligibility for Benefits

Full-time 12 month employees are eligible for all of the benefits described in our Employee Handbook provided the employee meets the eligibility requirements for each particular benefit. Coverage will (at some given time) be available to the employee and their dependents.

Part-time employees will be eligible for only those benefits specifically outlined in the Employee Handbook and as required by law.

Temporary employees and employees working less than 30 hours per week on a regular basis are not eligible for benefits.

Insurance Coverage

All benefits-eligible employees may participate in alternative medical coverage as presented by various companies. AEE will make every effort to assist employees in gaining needed coverage. Our goal has been to provide a school's benefits program which includes a Health Insurance.

During school year 2018-2019 AEE was able to provide medical, hospitalization and prescription benefits to its full-time employees. School pays 70% and employees pay 30% of their medical insurance plan.

Actually the medical plan is underwritten with: MEDICAL MUTUAL.

ATTACHMENT IX

- Financial plan detailing the School's estimated budget for each fiscal year of the Contract and specifying the total estimated per pupil expenditure amount for each year.



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GOVERNING BOARD

Resolution of the Governing Authority

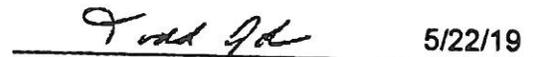
WHEREAS: At the Governing Board Emergency Meeting that took place on May 18th, 2019, the following resolution was proposed by the school's Treasurer and approved by the Board.

NOW, THEREFORE BE IT RESOLVED, that the Governing Authority of the Academy of Educational Excellence ADOPTS THIS RESOLUTION APPROVING THE 2018-19 FIVE YEAR FORECAST as presented by the fiscal officer of the school copy of which is included with this document.

Certify correct:


Governing Authority, Chairperson Date


Governing Authority, Secretary Date


School Treasurer Date

	9,320.00	9,976.00	12,497.00	20,000.00	24,200.00	24,650.00	26,282.00
Utilities							
Other Facility Costs	12,600.00	4,180.00	45,002.00	42,000.00	50,630.00	56,902.00	81,482.20
Insurance	9,725.00	9,950.00	10,180.00	10,500.00	11,550.00	12,780.00	15,373.06
Management Fee							
Sponsor Fee							
Audit Fees	18,661.00	28,783.00	35,057.00	34,214.00	39,814.00	41,614.00	43,814.00
Contingency	9,750.00	9,620.00	9,565.00	10,000.00	10,500.00	11,000.00	12,000.00
Transportation							
Legal	24,840.00	21,380.00	20,075.00	21,050.00	23,100.00	25,410.00	27,651.00
Misfitting	12,070.00	8,050.00	9,190.00	11,000.00	11,000.00	11,000.00	11,000.00
Consulting	1,588.00	2,181.00	780.00	9,000.00	9,800.00	10,640.00	11,712.80
Salaries and Wages							
Employee Benefits							
Special Education Services							
Technology Services	9,847.00	11,003.00	12,489.00	18,500.00	19,150.00	19,886.00	24,157.45
Food Services	45,832.00	54,397.00	69,827.00	73,000.00	80,300.00	87,183.00	106,879.30
Other	134,653.00	114,080.00	149,002.00	85,067.00	89,228.71	80,879.51	83,599.72
Total	\$ 350,318.00	\$ 352,437.00	\$ 439,221.00	\$ 492,877.00	\$ 458,440.71	\$ 454,997.51	\$ 514,864.81
Capital Assets							
Debt Service Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service Coverage	0.00%	50.75%	40.58%	-2.62%	7.25%	6.76%	6.33%
Growth in Enrollment	0.00%	0.00%	-100.00%	0.00%	-100.00%	0.00%	0.00%
Growth in New Capital Outlay	0.00%	78.29%	20.91%	0.20%	4.84%	8.48%	9.00%
Growth in Operating Receipts	0.00%	42.68%	-20.84%	63.81%	-18.32%	5.00%	5.72%
Days of Cash	0.00	0.01	0.24	0.30	0.28	0.22	0.20

Assumptions/Methodology Summary

FY18 State funding for community schools was based on \$6,020 per pupil, plus various weighted funding mechanisms such as Economic Disadvantaged, Special Education, etc that varies by student.
 FY19 assumes a similar per pupil amount for state funding as the base amount did not change significantly in the base budget.
 Additional state funding is received for facilities funding and semi-annual cash-on-hand payments.
 Enrollment is projected to grow at 10 students per year.
 STAS/SEIS is automatically deducted from the State Foundation Payment and booked as an expense in the Employee Retirement and Insurance Benefits line.
 Payroll and benefits for teachers and other staff are the largest expenditures for the school.
 Purchased Service expenditures include a 3% sponsor fee, facility lease, utilities, legal fees, etc.
 Capital Outlay expenditure was for a school bus.
 For projection purposes, it is assumed that expenditures will increase proportionate to enrollment and an inflation factor of 3%.
 Federal grants include CCP grants and federal lunch/breakfast reimbursements.
 No projected debt.
 Treasurer: Todd Johnson

Fiscal Year 2019-2023 Projected Debt						
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debtor/Creditor	
FTE Review	\$ -	\$ -	\$ -	\$ -		
Loan A	\$ -	\$ -	\$ -	\$ -		
Loan B	\$ -	\$ -	\$ -	\$ -		
Line of Credit	\$ -	\$ -	\$ -	\$ -		
Notes, Bonds	\$ -	\$ -	\$ -	\$ -		
Capital Leases	\$ -	\$ -	\$ -	\$ -		
Payables (Part Due 180+ days)	\$ -	\$ -	\$ -	\$ -		
Total	\$ -	\$ -	\$ -	\$ -		

FD-15 - May 2019 submission
 (2019) No. 07318
 Type of Report: Budget and Status
 Contract Term: 2019

School Name: Academy of Educational Excellence
 County: Lucas

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 2023, Forecasted

Description/Account	Actual		Actual		Actual		Forecasted		Forecasted	
	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023		
Operating Receipts										
State Foundation Payments (3110, 3211)	\$ 543,038	\$ 558,448	\$ 1,188,991	\$ 1,145,482	\$ 1,225,482	\$ 1,305,482	\$ 1,385,482	\$ 1,469,482		
Changes for Supplies (1500)	-	-	-	-	-	-	-	-		
Rose (1800, 1700)	1,870	30,853	27,824	53,388	28,000	30,000	31,000	32,000		
Other (1850, 1840, 1890, 1870, 1890, 3180)	544,590	990,204	1,199,415	1,199,850	1,284,482	1,335,482	1,418,482	1,487,482		
Total Operating Receipts	\$ 279,118	\$ 442,898	\$ 603,495	\$ 780,000	\$ 792,800	\$ 861,000	\$ 946,812	\$ 913,570		
Operating Disbursements										
100 Salaries and Wages	44,053	77,830	83,118	195,900	204,750	214,888	228,737	237,024		
200 Employee Retirement and Insurance Benefits	338,216	324,671	358,221	492,871	428,440	454,887	483,728	514,884		
400 Purchased Services	7,480	41,700	73,507	83,000	54,900	57,350	60,197	63,209		
500 Supplies and Materials	-	-	-	38,200	-	-	-	-		
600 Capital Outlay - Major	-	-	-	-	-	-	-	-		
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-		
800 Other	14,712	-	-	550	-	-	-	-		
819 Other Debt	-	-	-	-	-	-	-	-		
Total Operating Disbursements	\$ 683,809	\$ 800,312	\$ 1,180,342	\$ 1,446,721	\$ 1,470,590	\$ 1,596,395	\$ 1,668,890	\$ 1,728,818		
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (110,730)	\$ 80,892	\$ (217)	\$ (241,671)	\$ (216,120)	\$ (232,033)	\$ (244,119)	\$ (231,152)		
Reconciliation Between (Disbursements) Federal Grants (61400 except Land IS2) State Grants (6200, except IS21) Restricted Grants (6210, Community School Facilities Grant) Donations (1820) Interest Income (1400) Debt Proceeds (1900) Debt Principal Retirement Interest and Fiscal Charges Transfers - In Transfers - Out Total Nonoperating Revenues (Expenses)	\$ 128,407	\$ 184,832	\$ 145,002	\$ 236,000	\$ 280,000	\$ 210,000	\$ 220,000	\$ 230,000		
Excess of Operating and Nonoperating Receipts Over (Under) Operating and Nonoperating Disbursements	\$ 10,877	\$ 274,624	\$ 143,773	\$ (8,671)	\$ (18,120)	\$ (42,833)	\$ (20,119)	\$ (1,152)		
Fund Cash Balance Beginning of Fiscal Year	\$ 944	\$ 11,621	\$ 28,745	\$ 432,020	\$ 423,148	\$ 407,821	\$ 394,089	\$ 343,871		
Fund Cash Balance End of Fiscal Year	\$ 11,821	\$ 289,245	\$ 43,000	\$ 423,148	\$ 407,821	\$ 384,089	\$ 343,871	\$ 342,819		

Fiscal Year	Actual		Actual		Forecasted		Forecasted	
	2016	2017	2018	2019	2020	2021	2022	2023
Total Student FTE	67	101	142	130	148	158	168	178
Total Student FTE Instructional Staff	5	7	8	8	8	8	8	8
Total Student FTE Administrative Staff	2	2	2	2	2	2	2	2
Total Student FTE Other Staff	60	92	132	120	138	148	158	168
Purchased Services	\$ 51,400.00	\$ 60,280.00	\$ 59,200.00	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00

ATTACHMENT X

- Rubric to be used by the Sponsor in determining whether to renew the Contract.
-

ATTACHMENT 11.6, Part I

**North Central Ohio Educational Service Center
Community School Accountability Plan & Scoring Rubric**

Annual Review and Renewal Application

Academic Performance- (Not all data points are applicable to all schools)

School Year/ Measurement	PI (Performance Index)	IM (Indicators Met)	Value Added (Growth)	K – 3 Literacy (if applicable)	AMOs (Gap Closing)	Prepared for Success (if applicable)	Graduation Rate (4YR) (if applicable)	Graduation Rate (5YR) (if applicable)
FY2017								
FY2016								
FY2015								
FY2014								
FY2013								

1. Is the school meeting acceptable standards according to the existing Ohio Local Report Card?
2. Are students making sufficient growth to attain grade level proficiency? (1 or more academic year)
3. Is the school showing progress with interventions provided with students who are reading below grade level?
4. Are students graduating from high school?

Performance Index (PI)	Indicators Met (IM)	Overall, SWD, & Lowest 20% VA/Growth	K – 3 Literacy	AMOs (Gap Closing)	Prepared for Success (if applicable)	Graduation Rate(4YR)	Graduation Rate(5YR)
3 Points: Contract term average 90% – 100% with letter grade of (A) (Exceeds Standard)	3 Points: Contract term average 90% – 100% with letter grade of (A) (Exceeds Standard)	3 Points: Contract term average composite VA grade of (A) or (B) (Exceeds Standard)	3 Points: Contract term average 80% - 100% with letter grade of (A) (Exceeds Standard)	3 Points: Contract term average 90% – 100% with letter grade of (A) (Exceeds Standard)	3 Points: Contract term average 85% – 100% with letter grade of (A) (Exceeds Standard)	3 Points: Contract term average 93% – 100% with letter grade of (A)	3 Points: Contract term average 95% – 100% with letter grade of (A)
2 Points: Contract term average 70 % – 89.9 % with letter grade of (B) or (C) (Meets Standard)	2 Points: Contract term average 70 % – 89.9 % with letter grade of (B) or (C) (Meets Standard)	2 Points: Contract term average composite VA grade of (C) (Meets Standard)	2 Points: Contract term average 45 % – 79.9 % with letter grade of (B) or (C) (Meets Standard)	2 Points: Contract term average 70 % – 89.9 % with letter grade of (B) or (C) (Meets Standard)	2 Point: Contract term average 65 % – 84.9 % with letter grade of (B) (Meets Standard)	2 Points: Contract term average 84 % – 92.9 % with letter grade of (B) or (C) (Meets Standard)	2 Points: Contract term average 85% – 94.9% with letter grade of (B) or (C)
1 Point: Contract term average 50 % - 69.9 % with letter grade of (D) (Does Not Meet	1 Point: Contract term average 50 % - 69.9 % with letter grade of (D)	1 Point: Contract term average composite VA grade of (D)	1 Point: Contract term average 25 % - 44.9 % with letter grade of (D)	1 Point: Contract term average 60 % - 69.9 % with letter grade of (D) (Does Not Meet	1 Point: Contract term average 15 % – 64.9 % with letter grade of (C) or (D)	1 Point: Contract term average 79 % – 83.9 % with letter grade of grade of	1 Point: Contract term average 80 % – 84.9 % with letter

Standard)	(Does Not Meet Standard)	(Does Not Meet Standard)	(Does Not Meet Standard)	Standard)		(D)	grade of (D)
0 Points: Contract term average below 50% with letter grade of (F) (Falls Far Below Standard)	0 Points: Contract term average below composite VA grade of Contract term average composite VA grade of (F) (Falls Far Below Standard)	0 Points: Contract term average below 25% with letter grade of (F) (Falls Far Below Standard)	0 Points: Contract term average below 60% with letter grade of (F) (Falls Far Below Standard)	0 Points: Contract term average below 15% with letter grade of (F) (Falls Far Below Standard)	0 Points: Overall Graduation Rate equals (F)	0 Points: Contract term average below 80% with letter grade of (F) (Falls Far Below Standard)	0 Points: Contract term average below 80% with letter grade of (F) (Falls Far Below Standard)

Total Points Possible = ___ / ___ earned (total may vary due to applicability of some components) **Weight = 20% of contract renewal application**

<u>Charter Contract Monitoring Measures</u>	Score 1 (Meets Standard)	Score 0 (Does not meet Standard)	NOTES
<p>Education Program- Is the school implementing the terms of the education program as defined in the current charter contract?</p> <p>The School implemented the material terms of the education program in all material aspects and the education program in operation reflects the material terms as defined in the charter contract, or the school has gained approval from the NCOESC for a charter modification to the material terms.</p>			
<p>Education Requirements- Does the school materially comply with applicable laws, rules, regulations, and provisions of the charter contract relating to education requirements? Including but not limited to the following:</p> <ul style="list-style-type: none"> • Academic Program Assurances Instructional days or hours requirements • Graduation requirements • Promotion and Acceleration requirements • Alignment with Ohio's Learning Standards • State Assessments • Implementation of mandated programming as a result of state or federal funding. • 			
<p>Students with Disabilities- Is the school protecting the rights of students with disabilities? Consistent</p>			

		<p>with the school's status and responsibilities as an LEA, the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including IDEA, Section 504, and ADA) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:</p> <ul style="list-style-type: none"> • Equitable access and opportunity to enroll • Identification and referral • Appropriate development and implementation of IEPs and 504 Plans • Operational compliance, including provision of services in the LRE, and appropriate inclusion in the school's academic program, assessments, and extracurricular activities • Discipline, including due process protections, manifestation determinations, and behavioral intervention plans • Access to the school's facility and program to students in a lawful manner and consistent with students' IEPs or 504 Plans • Appropriate use of all available funding • The school is on a Corrective Action Plan and is actively making progress to cure the deficiency.
	<p>*English Language Learners (ELL) Students- Is the school protecting the rights of ELL students?</p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to requirements regarding English Language Learners (ELLs), including but not limited to:</p> <ul style="list-style-type: none"> • Equitable access and opportunity to enroll • Required policies related to the service of ELL students • Compliance with native language communication requirements • Proper steps for identification of students in need of ELL services • Appropriate and equitable delivery of services of identified students • Appropriate accommodations on assessments • Exiting of students from ELL services-Ongoing monitoring of exiting students 	
	<p>Governance Requirements — Is the school complying with governance requirements?</p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to:</p> <ul style="list-style-type: none"> • Board policies, including those related to oversight of an Education Service Provider (ESP), if applicable • Board Bylaws • Board Training 	

	<ul style="list-style-type: none"> • Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancellation notices, and starting on time • Code of Ethics • Conflicts of Interest • Board composition and/or membership rules • Compensation for attendance at meetings 	
	<p>*Management Accountability- Is the school holding management accountable?</p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to:</p> <ul style="list-style-type: none"> • Maintaining authority over management, holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP • Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement 	
	<p>Reporting Requirements- Is the school complying with reporting requirements?</p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the ESC, ODE, and/or federal authorities, including but not limited to:</p> <ul style="list-style-type: none"> • Accountability tracking • Attendance and enrollment reporting • Compliance and oversight • Additional information requested by RCS 	
	<p>Attendance Requirements- Is the school supporting attendance requirements?</p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to attendance goals by, including but not limited to:</p> <ul style="list-style-type: none"> • Reducing truancy • Incentives • Promoting daily student attendance • Promoting student retention • Counseling parents 	
	<p>Students - Is the school protecting the right of all students?</p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the rights of students, including but not limited to:</p>	

<ul style="list-style-type: none"> • Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment) • The collection and protection of student information • Due process protections, privacy, civil rights, and student liberties requirements including First Amendment protections and the prohibition of public schools from engaging in religious instruction • Conduct of discipline • 		
<p>Highly Qualified Staffing- Is the school meeting teacher and other staff credentialing requirements?</p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to State certification requirements and Federal HQT requirements.</p>		
<p>Employee Rights- Is the school respecting employee rights?</p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations, including those relating the FMLA, ADA, and employment contracts</p>		
<p>Background Checks- Is the school completing required background checks for all employees?</p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to background checks of all applicable individuals.</p>		
<p>Health & Safety- Is the school complying with facilities and transportation requirements?</p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the school facilities, grounds, and transportation, including but not limited to:</p> <ul style="list-style-type: none"> • Americans with Disabilities Act (ADA) • Health and Safety Inspections (Fire, Health, etc.) • Certificate of Occupancy • Liability Insurance Coverage • Student Transportation • Safety Plan Submission to Safer Schools/ Department of Homeland Security • Fire, Emergency Evacuation & Tornado Drills 		
<p>Health & Safety- Is the school complying with health & safety requirements?</p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to:</p> <ul style="list-style-type: none"> • Nursing services and dispensing of medication to students (screenings, logs, policies) • Food Service Inspections 		

	<ul style="list-style-type: none"> • Health and Wellness requirements • Other services 	
	<p>Student Records- Confidentiality Laws- Is the school handling confidential information appropriately?</p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the handling of information, including but not limited to:</p> <ul style="list-style-type: none"> • Maintaining the security of and providing access to student records under FERPA and other applicable authorities • Accessing documents maintained by the school under the state's Freedom of Information Law and other applicable authorities • Transferring of student records • Proper and secure maintenance of testing materials 	
	<p>Other Obligations- Is the school complying with other obligations?</p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources:</p> <ul style="list-style-type: none"> • Revisions to State Charter Law • Intervention requirements by the NCOESC • Intervention requirements by the Ohio Department of Education • Requirements by other entities to which the charter school is accountable 	
	<p>Financial Performance- Near-Term Measures-Current Ratio: Current Assets divided by Current Liabilities Source: Audited Balance Sheet</p> <p>Current Ratio is greater than or equal to 1.1 or Current Ratio is between 1.0 and 1.1 and one-year trend is positive</p>	
	<p>Financial Performance- Near-Term Measures- Unrestricted Days Cash:</p> <p>Unrestricted Cash divided by (Total Expenses minus Depreciation Expenses/ 365</p> <p>60 Days Cash or between 30 and 60 days cash and one-year trend is positive</p>	
	<p>Financial Performance- Debt Default- Is the school able to meet its debt obligations or covenants? (Source: Notes to Audited Financial Statement)</p> <p>School is not in default of loan covenant(s) and/or is not delinquent with debt service payments</p>	

<p>Financial Performance- Sustainability Measures- Enrollment variance: Sufficiency of revenues to fund ongoing operations (Source: Projected Enrollment in the approved budget for the year vs. actual enrollment) Enrollment Variance equals or exceeds 95% in the most recent year</p>		
<p>Financial Performance- Sustainability Measures- Total Assets Source: Audited Balance Sheet) Debt to Asset Ratio is less than 0.9</p>		
<p>Financial Reporting and Compliance- Is the school meeting financial reporting and compliance requirements? The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to:</p> <ul style="list-style-type: none"> • Complete and on-time submission of financial reports, including annual budget, revised budgets (if applicable), periodic financial reports as required by the authorizer, and any reporting requirements if the board contracts with an Education Service Provider (ESP) • On-time submission and completion of the annual independent audit and corrective action plans, if applicable • All reporting requirements related to the use of public funds 		
<p>Financial Management and Oversight- Is the school following generally Accepted Accounting Principles? (GAAP) The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to:</p> <ul style="list-style-type: none"> • An unqualified audit opinion • An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses <p>An audit that does not include a significant going concern disclosure in the notes or explanatory paragraph within the audit report</p>		

*Items that do not apply to all school.

Total Points Possible = ___/___ earned (total may vary due to applicability of some components) Weight = 30% of contract renewal application

Charter Contract Monitoring Measures

Compliance Indicator Scale*	Falls Below Standard 0 Points (sub score is 0) 0%- 75%	Meets Standard 1 Point (sub score is 1) 76% - 100%
Weight 30%		

Date:

Contract Expiration Date:

Reviewer Participants:

Accountability Framework



Annual Review for _____
 _____ School Year

The North Central Ohio Educational Service Center is committed to community school authorizing and adherence to the use of quality authorizing practices. This commitment includes establishing quality partnerships with developers and educational leaders of community schools by providing sponsorship service for monitoring, oversight, and technical support that meets and exceeds excellence in support of school choice options.

Date of Review Meeting: Review Conducted by:	Name:	Title:	Signature:
	Names:	Titles:	Signatures:
Community School Stakeholders Present at Review Meeting:			

Annual Achievement Data Review

<i>How many students passed the state tests? How well did students do on the state tests?</i>				
<i>Percent of Indicators Met 201_-201_:</i>		<i>Grade:</i>		
<i>Percent of Indicators Met 201_-201_:</i>		<i>Grade:</i>		
*Not all data points are applicable to all schools. Data points may change to align with changes in state testing metrics.	Percentage of Students Proficient in Community School 2015-2016	Percentage of Students Proficient in Community School 2016-2017	Percentage of Students Proficient in Similar Districts 2016-2017	Percentage of Students Proficient in the State 2016-2017
Grade 3 Reading				
Grade 3 Mathematics				
Grade 4 Reading				
Grade 4 Mathematics				
Grade 4 Social Studies				
Grade 5 Reading				
Grade 5 Mathematics				
Grade 5 Science				
Grade 6 Reading				
Grade 6 Mathematics				
Grade 6 Social Studies				
Grade 7 Reading				
Grade 7 Mathematics				
Grade 7 Science				
Grade 8 Reading				

Grade 8 Mathematics			
English Language Arts I			
Algebra I			
Integrated Mathematics I			
Geometry			
American History			
American Government			
OGT Reading			
OGT Writing			
OGT Mathematics			
OGT Science			
OGT Social Studies			

Performance Index Points: _____ **Grade:** _____

Performance on other valid and reliable assessments (as defined by contract):

Reinforcement Areas:	Refinement Areas:
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How well are all students doing in your district in reading, math, and graduation? Is every student succeeding, regardless of Income, race, ethnicity, or disability?

Gap Closing	AMO Reading 201_-201_	AMO Reading 201_-201_	AMO Math 201_-201_	AMO Math 201_-201_	AMO Graduation 201_-201_	AMO Graduation 201_-201_
Elementary						

High School					
District					
Graduation Rate					
<i>Reinforcement Areas/Subgroups:</i>			<i>Refinement Areas/Subgroups:</i>		

<i>K-3 Literacy</i>					
K-3 Literacy Grade 201_-201_			K-3 Literacy Grade 201_-201_		
<i>Reinforcement Areas:</i>			<i>Refinement Areas:</i>		

Annual Value Added Review

<i>How much did students learn in a year? Did students get a year's worth of growth? Did they get more? Did they get less?</i>	
Overall Grade 201_-201_:	
Overall Grade 201_-201_:	

	Value Added (below, met, above) 201_-201_:	Value Added (below, met, above) 201_-201_:
Grade 4 Reading		
Grade 4 Mathematics		
Grade 5 Reading		
Grade 5 Mathematics		
Grade 6 Reading		
Grade 6 Mathematics		
Grade 7 Reading		
Grade 7 Mathematics		
Grade 8 Reading		
Grade 8 Mathematics		
English Language Arts I		
English Language Arts II		
Algebra I		
Integrated Mathematics I		
Geometry		
Integrated Mathematics II		
Reinforcement Areas:		Refinement Areas:

Annual Graduation Rate Review

How many ninth graders graduate in four or five years?		
Overall Grade 201_-201_:		
Overall Grade 201_-201_:		
Four Year Graduation Rate 201_-201_	Four Year Graduation Rate 201_-201_	Five Year Graduation Rate (8 Year Graduation Rate) 201_-201_

Post Secondary Enrollment Information (if applicable):	
<i>Reinforcement Areas:</i>	<i>Refinement Areas:</i>

Academic/Growth Related SMART (Specific, Measurable, Action Oriented, Realistic, Time Based) Goals, based on multi-year data trends and to close gaps with similar schools and the state:

Annual Climate Review: Attendance Rate

<i>What is the average attendance?</i>	
201_-201_ Attendance Rate:	201_-201_ Attendance Rate:

<p><i>Reinforcement Areas:</i></p>	<p><i>Refinement Areas:</i></p>
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Annual Climate Review: Classroom Observation/Interview Data

<p><i>Summary of Classroom Observations/Interviews:</i></p>	
<p><i>Reinforcement Areas:</i></p>	<p><i>Refinement Areas:</i></p>

SMART (Specific, Measurable, Action Oriented, Realistic, Time Based) Goals Related to Climate Data:
Attendance Rate, Classroom Observations, Interviews

Annual Fiscal Data Review

<i>Summary of Fiscal Data</i>	
<i>Reinforcement Areas:</i>	<i>Refinement Areas:</i>

SMART (Specific, Measurable, Action Oriented, Realistic, Time Based) Goals Related to Fiscal Data:

Annual Compliance Data Review

<i>Summary of Compliance Data</i>	
Reinforcement Areas:	Refinement Areas:

SMART (Specific, Measurable, Action Oriented, Realistic, Time Based) Goals Related to Compliance Data:			

This annual review was prepared by the North Central Ohio Educational Service Center, with goals set in partnership with _____. This information will inform contract renewal decisions for upcoming school years. The information will be reassessed on _____, with NCOESC using the information to move forward with one of the following actions:

- 1) Continued Sponsorship, 2) Probation, 3) Suspension, 4) Termination, 5) Closure