

**MODIFICATION NO. 6
 TO OHIO COMMUNITY SCHOOL CONTRACT
 BY and BETWEEN
 Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)
 AND
 Autism Model School (“Governing Authority” OR “School”)**

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

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

NOW THEREFORE, the parties modify the Contract as follows:

1. **Article II, Section 2.1.** At the end, add the following new sentences:

“All Governing Authority members must provide copies of clean BCI and FBI criminal background checks and signed Conflict of Interest Disclosure Forms to the Sponsor before the effective date of the member’s term. All BCI and FBI criminal background checks must be repeated at least every five (5) years, unless the Governing Authority member has lived in Ohio for the past five (5) years, in which case only a BCI check must be repeated. Results must be submitted to the Sponsor within thirty (30) days of the expiration of the previously completed background check.”

2. **Article II, Section 2.2.**

a. Replace the first sentence with the following new sentence: “Existing Governing Authority members are required to attend board training, which must include training on public records and open meetings laws, for a minimum of two (2) hours on an annual basis to remain current in their responsibilities and obligations.”

b. Replace the fourth and fifth sentences with the following new sentence: “The Governing Authority must hold a minimum of six (6) regular meetings bi-monthly per year.”

3. **Article II, Section 2.4.** Replace the sixth bullet with the following new requirement: “Maintenance of attendance and participation records in accordance with current FTE manuals or guidance, in consultation with the Ohio Department of Education, the Auditor of State, and the Area Coordinator.”

4. Remove **Article III, Section 3.4** and leave intentionally blank.

5. **Article III, Section 3.7.** Replace “parent involvement policy” with “parent and foster caregiver involvement policy.”

6. **Article IV, Section 4.1.**

a. In the first sentence, add new sections 3301.0729, 3313.5310, and 3313.668 in the appropriate numerical order.

- b. At the end, add the following new paragraph: “The School shall comply with R.C. 3313.6021 and 3313.6023 as if it were a district, unless it is either an internet- or computer-based school or a school in which a majority of the enrolled students are children with disabilities as described in R.C. 3314.35(A)(4)(b).”
7. **Article V, Section 5.2.** At the beginning, add the following new sentence: “The Governing Authority shall not enter into a lease with the operator of the School, if any, for any parcel of real property until an independent professional in the real estate field verifies via addendum (“operator addendum”) that the lease is commercially reasonable at the time of signing.”
8. **Article VI, Section 6.3.** Remove “expulsion” from the authorized educational opportunities described in the first sentence of the second paragraph.
9. **Article VI, Section 6.8** shall be replaced in its entirety with the following new paragraph:
- “Assuring Student Growth.** The School shall annually develop a plan of intervention for all students not found proficient or not on grade level, and shall make such plan available for review by Sponsor.”
10. **Article VI, Section 6.12, subsection (b).** At the end of the penultimate sentence, add the following: “and to children of full-time staff members employed by the School, provided the total number of student receiving this preference is less than five percent (5%) of the School’s total enrollment.”
11. **Article VII, Section 7.2.** Add the following new subsection as subsection (k):
- “a comprehensive plan for the School, and any updates to such plan, which shall specify:
- i. the process by which the Governing Authority will be selected in the future;
 - ii. the management and administration of the School;
 - iii. the instructional program and educational philosophy of the School; and
 - iv. internal financial controls.”
12. **Article VIII, Section 8.1.** In the fourth sentence, replace “by the No Child Left Behind Act” with “by law.”
13. **Article IX, Section 9.2** shall be replaced in its entirety with the following new section:
- “Fiscal Services.** The School agrees that its Fiscal Officer shall be its Treasurer, **Christopher “Dave” Massa**. If the Governing Authority contracts with its Fiscal Officer to provide fiscal services, the fiscal services agreement must be included in **Attachment 9.2**. The School may not change its Fiscal Officer without prior written approval from the Sponsor, which will not be unreasonably withheld. Any changes to the fiscal services agreement must be reported to the Sponsor within five (5) business days. If the School and the Sponsor have waived the requirement of employing or contracting directly with the Fiscal Officer, pursuant to R.C. 3314.011(D), the current resolution waiving this requirement must be attached to this Contract in **Attachment 9.2**. Such resolution shall only be valid for one year, and any subsequent resolution adopted by the School must be approved by the Sponsor and submitted to the Ohio Department of Education. Should the School be declared unauditible under R.C. 3314.51, the Governing Authority shall, and shall cause its operator to (if applicable), suspend and replace the Fiscal Officer, and require his/her dedication to assist any replacement fiscal officer(s).

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

14. Article IX, Section 9.7. Replace the first two paragraphs with the following new paragraph:

"For and in consideration of two and a half percent (2.5%) of the total amount of payments for operating expenses received by the School from the State of Ohio (but only up to three percent (3%) of such funds unless otherwise allowed by law), the Sponsor shall provide the monitoring, oversight, and technical assistance required by law. Payments to the Sponsor shall be made by monthly automatic transfer to the general fund of the Sponsor, and the School agrees to sign documentation necessary to accomplish the same. The Sponsor reserves the right to increase the fee upon not less than sixty (60) days prior written notice, for not more than one half percent (0.5%) each increase, at any rolling 18-month interval during the term of this Contract, provided the total oversight fee shall never exceed statutory limits."

15. Article XI, Section 11.7, subsection (a).

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

"Renewal decisions are based upon an analysis of the following:

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

- 16. Attachment 6.12 shall be replaced in its entirety with the attached.
- 17. Attachment 6.13 shall be replaced in its entirety with the attached.
- 18. Attachment 9.2 shall be replaced in its entirety with the attached.
- 19. Attachment 9.3 shall be replaced in its entirety with the attached.
- 20. Attachment 9.4 shall be replaced in its entirety with the attached.

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

Educational Service Center of Lake Erie West
 By: [Signature]
 (Signature)

Governing Authority of Autism Model School
 By: [Signature]
 (Signature)

Its: Superintendent

Its: President

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

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

Date: 8-10-2017

Date: 6-27-17

The Autism Model School
Board Meeting Minutes
June 27, 2017
Location: ProMedica Health and Wellness Center
Community Education Room 1
5700 Monroe Street
Sylvania, OH 43560
5:30 PM

Attending: Isaac Demarest, Cynthia Frye, Toni Gerber, Mark Greenblatt, James Rothschild, Bruce Weinberg

Excused: Ed Cancio, Lisa Marsalek, Raj Parikh,

Also Attending: Mary Walters, Director; Catherine Moore, Administrator 2 /Recorder of the Minutes; Luke Reed, Development Director; Kristie Hayward, Sponsor Representative - ESC Lake Erie West; Joel Vidovic, Behavioral Management Director; Mary Cornell, Assistant Behavioral Management Director; Dave Massa, Fiscal Officer – Massa Financial Solutions

Meeting began at 5:30 PM

- I. Welcome and Public Comments
 - Nothing presented.

- II. Minutes
 - From the May 30, 2017 board meeting. Discussion and approval.

Motion to approve the May 30, 2017 minutes as written:

 - 1. Mark Greenblatt**
 - 2. Cynthia Frye**

Vote – Yes – Unanimous: Demarest, Frye, Gerber, Greenblatt, Rothschild

- III. Standing Reports
 - a. Sponsor Representative Report
 - i. Site Visit

- Hayward discussed the rules and responsibilities of stakeholders that were highlighted in the newsletter e-mailed to the members earlier in the month. Of the June site visit she said the Authorizers' Assurances were completed and the school was in compliance, including all of the items on the giant spreadsheet.
 - In terms of board member compliance, members can use the ESC's background checking service. The members are only required to repeat the BCI. However, if the board member has moved out of state and returned, then FBI is required.
- ii. Contract modification
- Hayward assured the board that the contract modifications are updates reflecting new state legislative requirements.

Motion to approve the modifications to the contract between the Autism Model School and the Education Services Center of Lake Erie West:

1. Toni Gerber
2. Isaac Demarest

Vote – Yes – Unanimous: Demarest, Frye, Gerber, Greenblatt, Rothschild

b. Financial Report

- i. May, 2017 Financials—budget & variance reports.
- Massa and the Board reviewed and discussed the May, 2017 budget & variance report.
 - Rothschild praised the new report layout; Gerber seconded the praise.

Motion to approve the May, 2017 Financials:

1. Mark Greenblatt
2. Toni Gerber

Vote – Yes – Unanimous: Demarest, Frye, Gerber, Greenblatt, Rothschild

- ii. FY18 Draft

- Massa and the Board reviewed and discussed the FY18 Draft Budget.
- Rothschild asked Walters about the status of the school's van fleet. Most of the vans are approximately five years old and in need of frequent repairs. The board recommended looking into the purchase of new vans.

Motion to approve the FY18 Budget:

1. James Rothschild

2. Isaac Demarest

Vote – Yes – Unanimous: Demarest, Frye, Gerber, Greenblatt, Rothschild

c. Director's Report

- i. The Board reviewed and discussed the May, 2017 New Hires and Resignations.

Motion to approve the May, 2017 hires and resignations:

1. Isaac Demarest

2. Cynthia Frye

Vote – Yes – Unanimous: Demarest, Frye, Gerber, Greenblatt, Rothschild

ii. School Cellular Phones – update

- Fourteen new iPhone 6 phones will be active before June 30, 2017 for an additional annual cost of \$1,060.08.
- The functional benefits of the upgrade include: ease of use, decrease or elimination of the use of walkie-talkies for emergent situations, and the ability to implement appropriate programming during severe behavior situations through text, rather than talk, capabilities.

iii. Update of Parent Satisfaction Survey (handout)

- Moore briefly presented the survey report that was handed out to the board members. Demarest noted that the return rate was good; it was up from the previous year. Greenblatt liked the numbers.

iv. Summer Administrative Work Plan

- Update and re-organize policy and procedure manual, including revising job descriptions as needed. Walters and Tony Baird are already working on the updates.
- Job Training Program – contact local vendors to solicit and secure wholesale or close to wholesale purchased for the E-commerce program.
 - Development of presentation and pamphlets/marketing materials for marketing pitch to potential partners. Walters and Reed have been working on the materials.
- v. Maintenance follow-up regarding the bathrooms – the janitorial staff asked “what do you want cleaned?” Walters prepared a list of daily bathroom cleaning tasks and provided the janitorial/maintenance department with the list. Walters and other administrators will continue to monitor the issue.
- vi. Update on Director Position hours
 - Walters updated the board on her hours.
- vii. State Report Card Update
 - This year, when the report cards come out in the fall, we will be allowed to upload information to a website to include specifics about our school. An e-mail from ODE came down 06/26.
- viii. Teacher Work Week Staff Meeting
 - Weinberg will introduce himself to the AMS staff during staff training week in late August. Gerber would like to join. Walters will double check date, but it appears to be August 23 at 1pm.
- ix. Assistant Job Training Coordinator
 - The current Assistant Job Training Coordinator will be stepping down June 30. Walters presented the board with a new job description that would “beef up” the function and required education level of an incoming AJTC to better assist the Job Training Coordinator.
 - Weinberg said he believes that the position would be worth the cost. Gerber agreed that the role is important.

- Demarest looked at the numbers and said it would be “an additional \$38K at a maximum and we have to do it”.

Motion to accept the plan to update the Assistant Job Training Coordinator job description and requirements with a salary range from \$34,200 up to \$50,000:

1. James Rothschild

2. Isaac Demarest

Vote – Yes – Unanimous: Demarest, Frye, Gerber, Greenblatt, Rothschild

d. Development Director’s Report

i. LGPA Marathon Classic Updates

- School providing over 20 volunteers for the event
- Reed invited the board to join Walters on the 18th green on Sunday, July 23rd for the presentation.

ii. AFP Mentorship Program

- Reed will spend his final meeting with his AFP mentor, Vern Snyder, to discuss major gift fundraising, capital campaigns, and future board meeting dates for presenting on the above topics.

iii. Development Activities Year-In-Review (handout)

- Reed summarized the year in grants, giving, and special events with a slide show. The number of individual donors has increased, which is a good thing.

IV. Old Business

i. Strategic Plan

- Vidovic updated the board regarding the strategic planning goals laid out 2 years ago. He reminded the board that goal one of the Strategic Plan, the mission to provide an effective education, was broken down into four objectives: that it be

sustainable, effective, replicable, and, finally, disseminated to the larger community.

- In presenting at the 43rd Annual ABAI convention over Memorial Day weekend, Vidovic and his team were able to share the work they have done over the course of the past two years to develop sustainable, effective, and replicable curriculum through direct instruction, ACE instruction, and the e-commerce program for transition-aged students. There are more conferences planned to continue to meet this objective.

ii. ABAI Convention

- Vidovic shared his experiences at the conference with the board. Gerber asked if there was anything that caught his eyes, because the networking is critical. Vidovic replied that "we're doing the cutting edge stuff," and that he saw a lot of the same things he sees every time he goes to a conference.
- Walters added that most of the talks Alison Thomas, Job Training Coordinator, went to at the conference were focused on the need for transition services, job training and adult employment options with no solutions being presented.
- In terms of networking, Vidovic met a language development specialist from a children's hospital program in Georgia in an elevator and talked to her about the use of direct instruction. They discussed the difficulties as a researcher to find the time to conduct the tests, collect the data, and also publish the results. He was encouraged by her insight and would like to try to partner with her to publish the data that has been collected at AMS.
- On the plane, Vidovic sat next to the leader of the animal behavior clinic here at home and discussed the teamwork of local organizations and the opportunities being presented by that partnership.
- The board asked about expanding the program, but Vidovic said we still need to work on the quality of DI and data collection as a whole system, which is the second goal of the strategic plan.

iii. RELIAS follow-up

- The new policy to incentivize the completion of the online training program seems to be working; one staff member completed her coursework over the June break.

V. New Business

- i. Nothing presented.

Motion to adjourn at 6:28 PM:

1. Mark Greenblatt

2.

Vote – Yes – Unanimous: Frye, Gerber, Greenblatt, Rothschild

The next board meeting is scheduled for July 18, 2017 at 5:30pm in the ProMedica Health and Wellness Center, Community Education Room 1, 5700 Monroe Street, Sylvania, Ohio, 43560.