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COMPREHENSIVE INSTRUCTIONAL SERVICES AGREEMENT
FOR NON-COMMUNITY SCHOOLS

This Comprehensive Instructional Services Agreement (“Agreement”) is entered into on August 1, 2021, between Wapakoneta City Schools and Auglaize County Educational (ACE) Academy.

Both the School and ACE Academy agree to:

1. For Fiscal Year 2022, and except as otherwise provided herein, ACE Academy shall provide the School with specifically contracted instructional, supervisory/administrative, and technical services sufficient to deliver an innovative and much-needed educational program to the school’s children as both credit flexibility educational option and a traditional credit option.
2. All personnel providing services in fulfillment of ACE Academy’s responsibilities hereunder shall be employees or contractors of ACE Academy and ACE Academy shall be solely responsible for all payroll functions, including retirement system contributions and all other legal withholding and/or payroll taxes, with respect to its employees. All personnel providing such services shall possess any certification or licensure, which may be required by law.
3. The School shall secure the services of a Program Coordinator, who shall be the chief operating officer of the School, with primary responsibility for day-to-day operations of the School. The Program Coordinator shall oversee and coordinate the daily operation and management of the school and shall serve as a liaison between the School and both ACE Academy and the School’s sponsoring school district board of education.
4. All services are to be agreed upon and written as listed on the Cost Sheet.
5. In exchange for the services and support provided by ACE Academy pursuant to this Agreement, the School agrees to pay ACE Academy in accordance with ACE Academy’s invoice terms and subject to the terms outlined in the Cost Sheet. If payment is not received within thirty (30) days of invoice, ACE Academy reserves the right to immediately suspend and/or terminate all contracted services to the School and pursue any additional legal remedies.

6. In the case of students enrolled in the School who are Disabled or Suspected Disabled, as defined in the Exhibit entitled "ACE Academy Enhancement Services and Special Education Obligations of the School and ACE Academy," the parties shall provide the services identified as their respective obligations in such Exhibit.
7. At all times, the relationship of the parties shall be as independent contractors. Each party shall exercise independent professional judgment and determined for itself the manner by which it fulfills its obligations hereunder. This Agreement creates no third party beneficiaries.
8. This Agreement sets forth the entire agreement of the parties with respect to the subject matter herein; it may be amended or modified only by a writing signed by the parties; and, it shall be governed by and interpreted in accordance with the laws of Ohio.
9. Notices shall be in writing. Any such notice shall be deemed given when received by ACE Academy and confirmation email sent to sender.

**ACE ACADEMY ENHANCEMENT SERVICES
AND
SPECIAL EDUCATION OBLIGATIONS
OF THE
___ Wapakoneta City ___ SCHOOL AND ACE ACADEMY**

This Exhibit sets forth the respective obligations of the School and ACE Academy with respect to students who are enrolled in the School and who are Disabled or Suspected Disabled, as defined herein, or who could otherwise benefit from the enhancement services described herein, except that ACE Academy shall have no obligation with respect to, and shall receive no payments on account of, Disabled or Suspected Disabled students who, at the School's discretion, are designated as "non-ACE Academy students" and who, accordingly, shall receive no services whatsoever from ACE Academy (i.e., who do not receive ACE Academy's standardized digital curriculum or any modification of such curriculum). This Exhibit relates solely to students who are enrolled in the School, who are Disabled or Suspected Disabled (or who could otherwise benefit from the enhancement services described herein), who receive services from ACE Academy, and who require services that exceed the basic services provided by ACE Academy under the Comprehensive Instructional Services Agreement.

I. SERVICES

a. Services Provided by ACE Academy

ACE Academy shall provide all of the following services in connection with students enrolled in the School ("ACE Academy Services"), with the remainder of any services required for such students by virtue of their status as Disabled or Suspected Disabled Students being the responsibility of the School, pursuant to Section (B) of this Paragraph

1. ACE Academy shall provide, via online delivery, its standardized digital curriculum.
 - a. **Enhancement Services**
The standardized digital curriculum shall be modified by ACE Academy for students who have IEPs required modifications and for students without IEPs who the School or ACE Academy has determined could benefit from such modifications. The modified curriculum shall be delivered online by ACE Academy utilizing regular and/or special education teachers, as appropriate.
2. ACE Academy shall collaborate with the School in conducting assessments and in developing a draft evaluation team report as part of any required initial evaluation of a Suspected Disabled Student or reevaluation of a Suspected Disabled or Disabled Student.
3. ACE Academy shall provide for the participation of the teacher(s) of the Disabled Student, in person or by telephone, in IEP or related meetings.

4. ACE Academy shall communicate with the School regarding educational or related services that are mandated by a Disabled Student's IEP but which ACE Academy has reasons to believe are not being provided.
5. ACE Academy shall provide such other services such as standard technical and administrative services, as are provided generally by ACE Academy to students.
6. ACE Academy shall promptly notify the School if, at any time, ACE Academy has reason to believe it (or any contractor) is not fulfilling its obligations hereunder to Disabled or Suspected Disabled Students.
7. All personnel providing services on behalf of ACE Academy shall possess any certification, licensure, training and experience that may be required by law.

B. Services Provided by the School

The School, as the "school district of residence," is responsible for compliance with all special education requirements, including but not limited to conducting of evaluations and development and implementation of students' IEPs. In connection with Disabled or Suspected Disabled Students, the School shall provide all educational and related services required by law to be provided to such students other than those required to be provided as ACE Academy Services pursuant to Section (A) of this Paragraph I.¹ The School shall designate a "school district representative" who shall convene and participate in multi-factored evaluation and IEP meetings and who shall have decision-making authority with respect to evaluation, reevaluation, and the IEP.

II. MISCELLANEOUS

- A. The terms Disabled Student and Suspected Disabled Student as used herein shall be interpreted in accordance with the Individuals with Disabilities Education Act, Chapter 3323 of the Ohio Revised Code, and related State and Federal regulations.
- B. This Exhibit does not alter the legal obligations of the School as the "school district of residence" pursuant to Ohio Admin. Code §3301-51-01 (LL) for purposes of special education and the provision of services to Disabled and Suspected Disabled Students. Accordingly, in the event that ACE Academy fails to provide any special education or related services required of it hereunder, the School shall provide such services and ACE Academy shall promptly reimburse the School for the actual costs incurred by the School in the provision of such services.
- C. In the event of a special education related complaint to the Ohio Department of Education or the Office for Civil Rights or a special education related due process hearing (and any subsequent appeals) involving a student enrolled in the School, the School and ACE Academy shall each bear its own costs in connection with such

¹ The parties anticipate that some or all of the School's responsibilities hereunder may be performed by the School's sponsoring school district(s) pursuant to the Community School Sponsorship Contract entered into between such district(s) and the School.

- proceedings.
- D. The School and ACE Academy shall at all times collaborate in their performance of their respective obligations hereunder and may periodically refine, by mutual agreement, the allocation of responsibilities and funding between them in order to improve the quality and the efficiency of the services provided.
 - E. The parties may provide the services required of them hereunder directly or through contractors.
 - F. The parties shall each be solely responsible for all payroll functions, including retirement system contributions and all other legal withholding and/or payroll taxes, for their respective employees who provide services hereunder.
 - G. This Exhibit creates no third-party beneficiaries.

Wapakoneta School District
School-within-a-School Cost Sheet

- 60 renewable seats
 - 1 seat equals one course
- Support Fee Option 3
 - email and phone support, 18 onsite visits
- Weekly Student Progress Reports
- IEP Services IEP
 - review and communicate accommodations
- Student Withdrawal
 - Two week window from date of enrollment to gain reimbursement for that seat/class

Total:

- \$ \$22,000.00
- \$ \$11,000.00 to be paid at the end of the first nine weeks and third nine weeks.

Additional Classes/Seats

- Additional seats can be requested anytime with 10 seat minimum

<u>School within a School</u>	<u>ACE K-12</u>	<u>Details</u>
Account/Progress Management	District of Residence	
Instructional EMIS Tie	District of Residence	
Pricing	\$350/student	Loading student into course, weekly attendance reports, student progress, tracking reports, IEP support ((IEP review, communicate accommodations & interventions to teachers- *this does not include the writing of the IEP), email, and phone support
Yearly Support Fee- Option 1	\$300/Account (one initial visit) (\$200 additional for 15+ miles of the ACE Academy tutoring facility)	
Yearly Support Fee- Option 2	\$700/Account (one initial visit, and 9 personal visits) (\$200 additional (\$200 additional for 15+ miles of the ACE Academy tutoring facility)	
Yearly Support Fee- Option 3	\$1,000/Account (one initial visit, and 18 personal visits) (\$200 additional for 15+ miles of the ACE Academy tutoring facility)	
Course Withdrawal	2 week window or no reimbursement will be received	ASL withdrawal/non-completion- 2 week window or district will reimburse ACE \$85/semester
PD	\$500/ day	

The below signed agree and adhere to the obligations set forth in this document.

District Treasurer

Date

Erica L. Preston
District Board President

6-23-21
Date

Kristy J. Weathers
ACE Academy Treasurer

6-23-21
Date

ACE Academy Director of Educational Options

Date

FOR ACE ACADEMY OFFICE USE ONLY

*Date Received by ACE Academy: _____

*Check receipt of PO-Purchase Order: _____

