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Governing Authority Special Meeting

Location: Virtual

June 13, 2022 | 6:30PM

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Agenda

1. Call to Order/Roll Call

- Tiffany Biedenbach, President
- Jennifer Rainey, Vice President
- Rachel Murphy, Secretary
- Jacqueline Trainor
- Derrick Wyman

2. General Action Items

- Resolution Approving Sponsor Contract Modification
- Resolution Approving the Annual Review of the Parent/Family Engagement in Title I Programs and Parental Involvement and Use of Evidence Based Research
- Resolution Approving the Ohio Department of Education's Special Education Model Policies and Procedures for the 2022-2023 School Year
- Resolution Appointing EMIS Designee for the 2022-2023 School Year
- Resolution Regarding Summer Food Program
- Resolution Approving Management Agreement Extension

3. Other Business

- Plans for Use of Federal IDEA Part B, and ARP IDEA Part B Funds for the 2022-2023 School Year – Public Discussion
- Resolution Acknowledging Public Presentation and Discussion

4. Public Participation

- *Public Participation is limited to 20 minutes. Any individual wishing to address the Governing Authority must register with the Secretary prior to the meeting. Upon recognition by the presiding officer, comments are limited to two minutes.*

5. Adjournment

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## Governing Authority Resolution June 13, 2022

Whereas, the School's sponsor has asked the Governing Authority to approve the attached contract modification; and,

Whereas, Amy Goodson, Esq., has reviewed the modification on behalf of the Governing Authority; Therefore, Be it

Resolved, the Governing Authority approves the attached sponsor contract modification.

Signed:

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Governing Authority President/Representative

**MODIFICATION NO. 3**  
**TO OHIO COMMUNITY SCHOOL CONTRACT**  
**BY and BETWEEN**  
**Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)**  
**AND**  
**Summit Academy Secondary School – Canton (“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, 2020; and

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

**NOW THEREFORE**, the parties modify the Contract as follows:

- 1. Article IV, Section 4.1.** In the first sentence of the section add “3319.238” in the appropriate numerical order. The rest of Section 4.1 remains as originally written in the Contract.
- 2. Article VI, Section 6.11.** In the third sentence insert “the requirements prescribed in R.C. 3313.6027 and” after the phrase “successfully complete.” The rest of Section 6.11 remains as originally written in the Contract.

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

**Educational Service Center of  
Lake Erie West**

**Governing Authority of  
Summit Academy Secondary School -  
Canton**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(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 executive this Contract  
for and on behalf of **Governing Authority**  
and with full authority to bind **Governing  
Authority**.

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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## Governing Authority Resolution June 13, 2022

Resolved, The Governing Authority has reviewed and approves the attached Parent and Family Engagement in Title I Programs Policy and the Parent Involvement – Use of Evidence Based Research Policy.

Signed:

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Governing Authority President/Representative



## Policy

### Parent and Family Engagement in Title I Programs Parental Involvement – Use of Evidence Based Research

#### Parent and Family Engagement in Title I Programs

In accordance with the requirements of Federal law, programs supported by Title I funds must be planned and implemented in meaningful consultation with Parents and family members (family) of the students being served. Accordingly, the School establishes this parent and family engagement policy, which will be reviewed and approved annually by the Governing Authority and distributed to each family of children receiving Title I services. The School will address and strive to achieve the following:

- A. involve family in the development of the School's Title I plans and in the development of support and improvement plans, if necessary;
- B. provide coordination, technical assistance, and other support necessary to plan and implement effective family involvement activities;
- C. coordinate and integrate family engagement strategies, to the extent feasible and appropriate, with other federal, state, and local laws and programs;
- D. in consultation with family, annually evaluate the content and effectiveness of the parent and family engagement policy in improving the academic quality of schools, including:
  - 1. identifying barriers to greater family participation;
  - 2. identifying the needs of family to assist with the learning of their children;
  - 3. identifying strategies to support successful school and family interactions; and
  - 4. designing evidence-based strategies for more effective family involvement based on the findings of the annual evaluation, and revising the parent and family engagement policy, if necessary;
- E. provide opportunities for the informed participation of family who are English language learners, family with disabilities, and family of migratory children, including providing information and school reports in a format, and to the extent practicable, in a language such family can understand;
- F. conduct meetings with family including provisions for flexible scheduling and assistance to family to better assure their attendance at meetings;
- G. develop agendas for family meetings to include review and explanation of the curriculum, means of assessments, and the proficiency levels students are expected to achieve and maintain;



- H. communicate information concerning school performance profiles and their child's individual performance to family;
- I. assist family in helping their children in achieving the objectives of the program by such means as ensuring regular attendance, monitoring television-watching, providing adequate time and the proper environment for homework; guiding nutritional and health practices, and the like;
- J. provide timely responses to family questions, concerns, and recommendations;
- K. conduct other activities as appropriate to the Title I plan and State and Federal requirements.
- L. convene an annual meeting at a convenient time to which all family of participating children are invited and encouraged to attend to explain the parents' rights to be involved and the school's obligations to develop a parent and family engagement plan. The School-Family Compact will be given to parents prior to school opening. It describes how the staff, family, and students will share the responsibility for improving student achievement. See Attached.
- M. provide materials and training to help family work with students to improve achievement;
- N. educate teachers, specialized instructional support personnel, school leaders, and other staff, with the assistance of family, about the value and utility of contributions of family, how to reach out to, communicate with, and work with family as equal partners, how to implement and coordinate family programs, and how to build ties between families and the school;
- O. consider training family to enhance the involvement of other families;
- P. consider establishing a family advisory council to provide advice on all matters related to family engagement programs;
- Q. develop appropriate roles for community-based organizations and businesses in family engagement involvement activities.

The School shall reserve at least one percent of its Title I funds to carry out the activities described in this section, unless one percent constitutes less than \$5,000.00, in which case the School is not required to reserve a specific amount.

*20 U.S.C. 6318 et seq.*



### Parental Involvement — Use of Evidence-Based Research

The School will use evidence-based research to provide the parents of its students with meaningful opportunities to participate effectively in their children's education to foster their children's achievement. The School will use evidence-based research to lower the barriers to the parents' participation in school planning, review, and improvement.

20 U.S.C. 6318



Dear Summit Academy Families,

The Summit Academy School-Parent Compact shows how families, staff, and students, all participating in the Title 1-Part A program, share the responsibility of improving academic achievement and building partnerships that will help children achieve Ohio's standards. On-going events and programs that are offered to build partnerships include parent-teacher conferences, volunteering opportunities, family nights, and open houses. These events are communicated through One Call, newsletters, social media, and the school website. Communications can be requested from School Office Administrative Assistant in a language understandable to the parent.

Staff, students, and families collaborate on the compact responsibilities and are encouraged to participate in an annual Title 1 survey each spring. The survey is used to collect feedback on the current programs. It also provides an opportunity to revise the compact based on the ideas expressed in the survey results. Annual open houses and conference times also offer an opportunity to review the compacts.

To understand how working together can benefit your child, it is important to understand Summit Academy's goals for student academic success. School Improvement goals are focused on both academic improvement; increasing the number of students that demonstrate a year's growth and student behavior; increasing the number of students engaged in the school-wide behavior plan.

To help your child meet these goals, we will work together on the following items.

| Summit Academy <b>Staff</b><br>Compact Responsibilities   | Summit Academy <b>Student</b><br>Compact Responsibilities   | Summit Academy <b>Family</b><br>Compact Responsibilities  |
|---|---|---|
| <ul style="list-style-type: none"><li>❖ Actively participate in collaborative decision-making for student success.</li><li>❖ Communicate regularly with families about student progress</li><li>❖ Participate in professional development to improve instructional strategies.</li><li>❖ Teach Ohio's state standards in a manner that promotes student achievement.</li><li>❖ Use high-quality curriculum in a supportive learning environment.</li><li>❖ Respect the school, staff, and families.</li></ul> | <ul style="list-style-type: none"><li>❖ Come to school ready to learn and work hard.</li><li>❖ Consistently follow school and class rules.</li><li>❖ Communicate regularly with your family and teachers about school experiences.</li><li>❖ Respect your school, classmates, staff, and families.</li><li>❖ Try your best.</li></ul> | <ul style="list-style-type: none"><li>❖ Ensure that my child attends school every day, prepared to learn.</li><li>❖ Regularly monitor my child's school progress.</li><li>❖ Participate in school activities like parent-teacher conferences or family nights.</li><li>❖ Communicate the importance of an education to my child.</li><li>❖ Respect the school, staff, and families.</li></ul> |

Please sign and date below to acknowledge that you have received, read, and agreed to this School- Parent Compact. We look forward to our school-parent partnership!

|                                 |      |
|---------------------------------|------|
| School Representative Signature | Date |
| Parent Guardian Signature       | Date |
| Student Signature               | Date |





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## Governing Authority Resolution June 13, 2022

Resolved, the Governing Authority has reviewed its special education policies and procedures and hereby re-approves the Ohio Department of Education's Special Education Model Policies and Procedures for the 2022-2023 School Year, as attached.

Signed:

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Governing Authority President/Representative



# **SPECIAL EDUCATION MODEL POLICIES AND PROCEDURES**

Adopted on:

June 13, 2022

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Date

By:

Summit Academy Secondary School - Canton

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District

July 1, 2009

# INTRODUCTION

By adopting these Model Policies and Procedures, the Summit Academy Secondary School - Canton (the “District”) is adopting written policies and procedures regarding the manner in which the District fulfills its obligations under the Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and the *Ohio Operating Standards for Ohio Educational Agencies Serving Children with Disabilities* (hereafter referred to as the “Operating Standards”). The Operating Standards require that the District adopt written policies and procedures in a number of different areas, and the District has chosen to adopt the model policies and procedures promulgated by the Ohio Department of Education’s Office for Exceptional Children (ODE-OEC) in order to satisfy these requirements of the Operating Standards.

This document, while comprehensive, does not include every requirement set forth in the IDEA, the regulations implementing IDEA, the Operating Standards, the Ohio Revised Code (ORC) and/or the Ohio Administrative Code (OAC). The District recognizes its obligation to follow these laws, regardless of whether their provisions are restated in the Model Policies and Procedures.

# **I. FREE APPROPRIATE PUBLIC EDUCATION (FAPE)**

The District ensures that a free appropriate public education (FAPE) is made available to all children with disabilities between the ages of 3 and 21, inclusive, in accordance with IDEA and the Operating Standards.

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## **A. RESIDENTIAL PLACEMENT**

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If the District places a child with a disability in a public or private residential program deemed necessary to provide special education and related services to a child with a disability, the program, including non-medical care and room and board, is at no cost to the parents of the child.

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## **B. ASSISTIVE TECHNOLOGY**

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The District makes assistive technology available if required as part of the child's special education, related services or supplementary aids and services.

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## **C. EXTENDED SCHOOL YEAR (ESY) SERVICES**

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The District ensures that extended school year services are provided if a child's individualized education program (IEP) team determines that the services are necessary for the provision of FAPE to the child. If a child is transitioning from Part C services, the District considers extended school year (ESY) services as part of the IEP process.

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## **D. NONACADEMIC SERVICES**

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The District takes steps, including the provision of supplementary aids and services determined appropriate and necessary by the child's IEP team, to provide nonacademic and extracurricular services and activities in the manner necessary to afford children with disabilities an equal opportunity for participation in those services and activities as provided to students without disabilities.

Nonacademic and extracurricular services and activities include counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the school district, referrals to agencies that provide assistance to individuals with disabilities and employment of students, including both employment by the school district and assistance in making outside employment available.

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## **E. PROGRAM OPTIONS AND PHYSICAL EDUCATION**

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The District takes steps to ensure that children with disabilities served by the District have available to them the variety of educational programs and services available to nondisabled

children served by the school district, including art, music, industrial arts, consumer and homemaking education and vocational education.

The District ensures that a child with a disability receives appropriate physical education services. The District affords each child with a disability the opportunity to participate in a regular physical education program available to non-disabled children, unless the child is enrolled full time in a separate facility or needs specially designed physical education, as prescribed in the child's IEP. The District provides a specially designed physical education program if prescribed by the IEP.

For preschool children, the District considers adapted physical education or related services, as appropriate, in conjunction with center-based or itinerant teacher services, and considers the factors set forth in 3301-51-11(F) of the Operating Standards.

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## **F. TRANSPORTATION**

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The District provides, as a related service, transportation service in accordance with IDEA and the Operating Standards.

## II. CONFIDENTIALITY

The District safeguards the confidentiality of personally identifiable information at use, collection, storage, retention, disclosure and destruction stages. In the District,

\_\_\_\_\_ (name of responsible official) is responsible for maintaining the confidentiality of personally identifiable information. The District ensures that all persons collecting or using personally identifiable information receive training and instruction regarding the District's policies regarding that information. The District maintains for public inspection a current listing of the names and positions of those employees within the agency who may have access to personally identifiable information. The District gives notice to all parents of students receiving special education and related services that is adequate to fully inform parents about confidentiality requirements, in accordance with 3301-51-04(C) of the Operating Standards. The District also ensures that its contractors adhere to applicable confidentiality requirements.

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### A. ACCESS RIGHTS

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The District permits parents (or a representative of a parent) to inspect and review any education records relating to their children that are collected, maintained, or used by the District. If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information. The District does not charge a fee to search for or retrieve information. The District may charge a fee for copies of records, but does not charge a fee for copies of records that will effectively prevent the parents from exercising their right to inspect and review records.

The District complies with a request to access records without unnecessary delay and before any meeting regarding an IEP, or any hearing pursuant to 3301-51-05 of the Operating Standards, and any resolution session pursuant to 3301-51-05 of the Operating Standards, and in no case more than 45 days after the request has been made.

The District responds to reasonable requests for explanations and interpretations of the records, provides copies if failure to provide copies would effectively prevent the parent from exercising the right to inspect and review the records and permits a representative of a parent to inspect and review records.

The District presumes that a parent has the authority to inspect and review records relative to that parent's child unless the District has been advised that the parent does not have the authority under applicable state law governing such matters as guardianship, separation and divorce.

Upon request, the District provides parents a list of the types and locations of education records collected, maintained or used by the District.

The District keeps a record of parties obtaining access to education records collected, maintained or used under Part B of the IDEA (except access by parents and authorized employees of the

participating agency), including the name of the party, the date access was given and the purpose for which the party is authorized to use the records.

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## **B. AMENDMENT OF RECORDS/HEARING PROCESS**

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If a parent requests the District to amend the information in the education records collected, maintained or used in the provision of special education or related services, the District decides whether to amend the information in accordance with the request within a reasonable period of time. If the District decides to refuse to amend the information in accordance with the request, it informs the parent of the refusal and advises the parent of the right to a hearing as set forth below and in 3301-51-04 of the Operating Standards.

### **(1) HEARING PROCEDURE**

If the parent requests a hearing to challenge information in education records, the hearing is conducted in accordance with the procedures in 34 Code of Federal Regulations (C.F.R.) 99.22 (July 1, 2005) and within a reasonable period of time after the District receives the request. The hearing is conducted in accordance with the following procedures:

- (a) The parents shall be given notice of the date, time and place reasonably in advance of the hearing;
- (b) The records hearing shall be conducted by any individual, including an official of the District, who does not have a direct interest in the outcome of the hearing;
- (c) The parents shall be afforded a full and fair opportunity to present evidence relevant to the child's education records and the information the parent believes is inaccurate or misleading or violates the privacy or other rights of the child;
- (d) The parents may, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney;
- (e) The District makes its decision in writing within a reasonable period of time after the hearing; and
- (f) The decision is based solely upon the evidence presented at the hearing and includes a summary of the evidence and the reasons for the decision.

### **(2) RESULTS OF HEARING**

If the District, as a result of the hearing, decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it amends the information accordingly and informs the parent in writing.

If the District, as a result of the hearing, decides that the information is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it must inform the parent of the parent's right to place in the child's records a statement commenting on the information or setting forth any reasons the parents disagree with the decision of the District.

Any explanation placed in the records of a child are:

- (a) Maintained by the District as part of the records of the child as long as the record or contested portion is maintained by the District; and

- (b) Disclosed any time the records of the child or the contested portion is disclosed by the District to any party.

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### **C. PARENTAL CONSENT PRIOR TO DISCLOSURE OF RECORDS**

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The District obtains parental consent before personally identifiable information is disclosed to parties, other than officials of participating agencies in accordance as defined by 3301-51-04(B)(3) of the Operating Standards, unless the information is contained in education records and the disclosure is authorized without parental consent under the Family Educational Rights and Privacy Act of 1974, August 1974, 20 U.S.C. 1232g (FERPA).

The parent's consent must be in writing, signed and dated and must:

- (1) Specify the records to be disclosed;
- (2) State the purpose of the disclosure; and
- (3) Identify the party or class of parties to whom the disclosure may be made.

The District obtains parental consent, or the consent of an eligible child who has reached the age of majority under Ohio law, before personally identifiable information is released:

- (1) To officials of participating agencies providing or paying for transition services in accordance with 3301-51-07 of the Operating Standards;
- (2) To officials in another district or school in connection with the child's enrollment in a nonpublic school; and/or
- (3) For purposes of billing insurance and/or Medicaid.

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### **D. TRANSFER OF RIGHTS AT AGE OF MAJORITY**

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The District affords rights of privacy to children similar to those afforded to parents, taking into consideration the age of the child and type or severity of disability.

The rights of parents regarding education records under FERPA transfer to the child at age 18.

If the rights accorded to parents under Part B of the IDEA are transferred to a child who reaches the age of majority (which is 18 in Ohio), the rights regarding education records also transfer to the child. See Chapter IV, Procedural Safeguards, Section G, regarding the transfer of rights under IDEA at the age of majority.

Once a child reaches the age of 17, the IEP must include a statement that the child has been informed regarding this transfer of rights.

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### **E. DISCIPLINARY INFORMATION AND REPORTS TO LAW ENFORCEMENT**

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The District includes in the records of a child with a disability a statement of any current or previous disciplinary action that has been taken against the child and transmits the statement to



the same extent that disciplinary information is included in, and transmitted with, the records of nondisabled children.

When a child transfers from the District, the transmission of any of the child's records includes both the child's current IEP and any statement of current or previous disciplinary action that has been taken against the child.

A statement of disciplinary action shall:

- (1) Specify the circumstances that resulted in the disciplinary action and provide a description of the disciplinary action taken if the disciplinary action was taken because the child:
  - (a) Carried a weapon to or possessed a weapon at school, on school premises or to or at a school function;
  - (b) Knowingly possessed or used illegal drugs, or sold or solicited the sale of a controlled substance, while at school, on school premises or at a school function; or
  - (c) Inflicted serious bodily injury upon another person while at school, on school premises or at a school function; and
- (2) Include any information that is relevant to the safety of the child and other individuals involved with the child.

A statement of disciplinary action may include a description of any other behavior engaged in by the child that required disciplinary action, and a description of the disciplinary action taken.

If the District reports a crime to the appropriate law enforcement officials, the District transmits copies of the special education and disciplinary records of the child to those officials only to the extent that the transmission is permitted by FERPA and any other applicable laws.

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## **F. DESTRUCTION OF RECORDS**

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The District informs parents when personally identifiable information is no longer needed to provide educational services to the child. If the parents request, the information is then destroyed. However, a permanent record of a student's name, address, telephone number, grades, attendance record, classes attended, grade level completed and year completed is maintained without time limitation.

### III. CHILD FIND

In accordance with federal law, the District assumes responsibility for the location, identification and evaluation of all children birth through age 21 who reside within the district and who require special education and related services.

This includes students who are:

- (1) Advancing from grade to grade;
- (2) Enrolled by their parents in private elementary or private secondary schools, including religious schools, located in our District (regardless of the severity of their disability);
- (3) Wards of the state and children who are highly mobile, such as migrant and homeless children; and
- (4) Home-schooled.

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#### A. RESPONSIBILITY FOR DETERMINING ELIGIBILITY

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In the District, the Evaluation Team ensures that the student meets the eligibility requirements of IDEA and state regulations.

In all cases, the Evaluation Team will not determine that a student has a disability if the suspected disability is because of a lack of instruction in reading or math. If the student is not proficient in English, the District will not identify the student as disabled if the limited English proficiency (LEP) is the cause of the suspected disability.

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#### B. CHILD IDENTIFICATION PROCESS

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##### (1) GENERAL

The District has a child identification process that includes the location, identification and evaluation of a child suspected of having a disability. \_\_\_\_\_  
(title of individual or department) coordinates the child identification process. The department and its staff use a variety of community resources and systematic activities in order to identify children requiring special services. District staff members consult with appropriate representatives of private school students attending private schools located in the District in carrying out this process. The District ensures that this process for students attending private or religious schools located in the District is comparable to activities undertaken for students with disabilities in the public schools.

##### (2) IDENTIFICATION OF CHILDREN BETWEEN THE AGES OF BIRTH TO AGE 3.

When the District becomes aware of a child between the ages of birth to 3 who has or may have a disability, it either:

- (a) Makes a child referral directly to the county family and children first council responsible for implementing the “Help Me Grow” (HMG) early intervention services under Part C of the IDEA; and/or

- (b) Provides the parents with the information so that they can make the referral themselves.

Parents may opt out of and/or opt not to be referred for Part C services. They may request an evaluation from the District to determine if their child has a disability that may require special education. These parents are entitled to an evaluation from the District, even if the child is between the ages of birth to 3. The District is responsible for providing an evaluation but is not responsible for the provision of FAPE for an eligible child until the child is age 3.

### **(3) TRANSITION TO SPECIAL EDUCATION FROM HELP ME GROW (HMG).**

The District and the county family and children first council responsible for HMG have a current interagency agreement that includes processes for the referral of children from HMG to the District. The District has an assigned transition contact, \_\_\_\_\_, who is the primary person responsible for contact with HMG regarding children transitioning from that program.

- (a) If invited by a representative of HMG (and with parent permission), a District representative attends a transition conference to discuss transition from early intervention services to preschool for a child suspected of having a disability.
- (b) If the parents request, the District invites the Part C service coordinator to the initial IEP meeting.

If there is a suspected disability and the child is eligible for special education and related services as a preschool child, the District works to ensure that an IEP is in place and implemented by the child's third birthday. In the case of children who are 45 days or less from their 3<sup>rd</sup> birthdays and who are suspected of having disabilities, an evaluation is completed within 60 days of parental consent, but an IEP is not required by their third birthdays.

As part of the IEP process, the IEP team determines if extended school year services are required for the preschool child.

### **(4) COORDINATION WITH OTHER AGENCIES.**

The District has interagency agreements with Head Start programs within the school district's service delivery that provide for:

- (a) Service coordination for preschool children with disabilities, 3 through 5 years of age, in a manner consistent with the state interagency agreement for service coordination with Head Start; and
- (b) Transition of children eligible for special education and related services as a preschool child at age 3.

The District also has interagency agreements with the relevant county board(s) of MR/DD for identification, service delivery and financial responsibilities to adequately serve preschool children with disabilities 3 through 5 years of age.

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## **C. DATA COLLECTION**

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The District maintains an education management information system and submits data to ODE pursuant to rule 3301-14-01 of the Administrative Code. The District's collection of data includes information needed to determine if significant disproportionality based on race and ethnicity is occurring in the District with respect to the identification of children as children with disabilities, the placement of children in educational settings and the incidence, duration and type of disciplinary actions.

## **IV. Procedural Safeguards**

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### **A. PRIOR WRITTEN NOTICE**

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The District provides prior written notice as required by IDEA and Operating Standards. See Appendix A which summarizes the situations in which prior written notice is required. The District uses the form required by ODE-OEC Prior Written Notice PR-01.

#### **(1) CONTENT OF PRIOR WRITTEN NOTICE**

The prior written notice, in accordance with the IDEA regulations and the Operating Standards, includes the following information to ensure that parents are fully informed of the action being proposed or refused:

- (a) A description of the action proposed or refused by the District;
- (b) An explanation of why the District proposes or refuses to take this action;
- (c) A description of other options that the IEP team considered and the reasons why those options were rejected;
- (d) A description of each evaluation procedure, assessment, record or report that the District used as a basis for the proposed or refused action;
- (e) A description of other factors that are relevant to the District's proposal or refusal;
- (f) A statement that the parents of a child with a disability have procedural safeguards and, if the notice is not an initial referral for evaluation, the means by which a copy of the description of procedural safeguards can be obtained; and
- (g) Sources for parents to contact to obtain assistance in understanding the provisions of Ohio's rule regarding procedural safeguards.

#### **(2) COMMUNICATION OF THE PRIOR WRITTEN NOTICE**

The District provides the notice in the native language of the parents or other mode of communication used by the parents unless it is clearly not feasible to do so.

If the native language or other mode of communication is not a written language, the District takes steps to have the notice translated orally or by other means to the parent in the parent's native language or other mode of communication. The District takes steps to ensure that such parents understand the content of the notice and maintains written evidence that both requirements set forth in this paragraph, if applicable, have been met.

The District may provide the prior written notice, procedural safeguards notice and the notification of a due process complaint by e-mail if the parents choose to receive the notices electronically.

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### **B. PROCEDURAL SAFEGUARDS NOTICE**

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Parents of a child with a disability are entitled to specific procedural safeguards under IDEA and the Operating Standards.

*Whose IDEA Is This? A Parent's Guide to the Individuals with Disabilities Education Improvement Act of 2004*, developed by ODE-OEC, includes a full explanation of these procedural safeguards as required by IDEA and 3301-51-02, 3301-51-04 and 3301-51-05 of the Operating Standards.

The District provides parents with a copy of *Whose IDEA Is This?* at least once a year. This includes:

- (1) Providing a copy to the parents of a child who transfers into the District from out-of-state; and
- (2) Providing a copy to the parents of a child who transfers into the District from an in-state school if the sending District has not provided a copy to the parents during the current school year.

In addition, the District provides parents with a printed copy of this procedural safeguards notice in each of the following circumstances:

- (1) The initial referral or parental request for evaluation;
- (2) The receipt of the first due process complaint in a school year;
- (3) A change in placement for disciplinary action; and
- (4) When requested by the parents or the child who has reached the age of majority.

In providing *Whose IDEA is This?*, the District follows the procedures for communication that are described above under Prior Written Notice.

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## **C. PARENTAL CONSENT**

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Consent means that the parents:

- (a) Have been fully informed, in the parents' native language or other mode of communication, of all information relevant to the activity for which consent is sought;
- (b) Understand and agree in writing to the carrying out of the activity for which the consent was asked. The consent describes that activity and lists the records (if any) that will be released and to whom they will be released; and
- (c) Understand that the granting of consent is voluntary and may be revoked at any time.

### **(1) ACTIONS REQUIRING INFORMED WRITTEN PARENTAL CONSENT**

The District obtains written consent from the parents before:

- (a) Conducting an initial evaluation to determine if a child is eligible for special education;
- (b) Initially providing special education and related services;
- (c) Conducting a reevaluation when assessments are needed;
- (d) Making a change in placement on the continuum of alternative placement options (i.e., regular classes, special classes, special schools, home instruction and instruction in hospitals and institutions); and
- (e) Releasing personally identifiable information about the child to any person other than a person authorized to obtain those records without parental consent pursuant to FERPA. For example, parental consent is obtained prior to releasing records to a representative of

an agency that is likely to be responsible for providing or paying for transition services or for the purposes of billing Medicaid.

The District uses the ODE-OEC required Consent for Evaluation PR-05 form to obtain written parental consent for evaluation and reevaluation and the required IEP PR-07 form to obtain written parental consent for the initial provision of special education and related services and for making a change in placement.

The District does not obtain written parental consent when reviewing existing data as part of an evaluation or reevaluation or when administering a test or evaluation that is given to all children, unless consent is required of all parents.

## **(2) CHANGE IN PLACEMENT**

Once the District receives the initial parental consent for special education and related services, the District must obtain consent only for a change in placement. A “change of placement” means a change from one option on the continuum of alternative placements to another (instruction in regular classes, special schools, home instruction and instruction in hospitals and institutions).

If the District cannot obtain parental consent, it may file a due process complaint requesting a due process hearing or engage in conflict resolution to obtain agreement or a ruling that the placement may be changed.

## **(3) PARENTS’ FAILURE TO RESPOND OR REFUSAL TO PROVIDE CONSENT**

The District makes “reasonable efforts” to contact parents and obtain written parental consent that may include:

- (a) Written correspondence;
- (b) Phone calls;
- (c) Electronic mail communications, to include but not limited to e-mail and password-protected parent pages; and/or
- (d) Visits to the home or parents’ places of employment.

The District documents its attempts. If the parents fail to respond or refuse to provide consent, the District proceeds as follows:

## **(4) INITIAL EVALUATION**

If the parents fail to respond to the District’s efforts to obtain consent or refuse consent for the initial evaluation, the District may:

- (a) Request a due process hearing and engage in conflict resolution (e.g., resolution meeting and/or mediation) to convince the parents to provide their consent; or
- (b) Decide not to pursue the initial evaluation and provide the parents with prior written notice.

If the child is being home schooled or has been placed in a private school at the parents' expense, the District cannot file a due process complaint or request the parents to participate in a resolution meeting and/or mediation.

## **(5) REEVALUATION**

If the parents fail to respond to the District's efforts to obtain consent for a reevaluation when assessments are needed, the District proceeds with the reevaluation.

If the parents expressly refuse consent for a reevaluation when assessments are needed, the District may:

- (a) Agree with the parents that a reevaluation is unnecessary;
- (b) Conduct a reevaluation by utilizing data and/or documentation that the District already possesses;
- (c) Request a due process hearing and engage in conflict resolution (e.g., resolution meeting and/or mediation) to convince the parents to provide their consent; or
- (d) Decide not to pursue having the child reevaluated.

The District continues to provide FAPE to the child if the District agrees with the parents that a reevaluation is unnecessary.

## **(6) INITIAL PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES**

If the parents do not attend the IEP meeting to develop the IEP for the initial provision of services, the District attempts to obtain written parental consent through other methods such as calling the parents, corresponding with the parents and or visiting the parents.

If the parents expressly refuse consent, as evidenced by their signatures on the IEP indicating that consent is not given, the District maintains a copy of the signed IEP showing that the District offered FAPE.

If the parents fail to respond or refuse consent, the District provides the parents with prior written notice and continues to provide the child with appropriate interventions in the regular education classroom. The District may not request a due process hearing or engage in conflict resolution to obtain agreement or a ruling that services may be provided to the child.

The District does not use the parents' refusal to consent to one service or activity to deny the parents or the child any other service, benefit or activity in the District, except in those instances in which IDEA authorizes that denial.

## **(7) REVOCATION OF CONSENT**

The parents may revoke consent for and remove the child from special education and related services. Once the District receives written revocation of consent, it provides the parents with prior written notice and continues to provide the child with appropriate interventions through the regular education environment.



The District is not required to amend the child's education records to remove any references to the child's receipt of special education and related services because of the revocation of consent.

If a parent has provided written revocation of consent, the District does not file a due process complaint or engage in conflict resolution to attempt to obtain agreement or a ruling that special education and related services may be provided to the child.

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## **D. INDEPENDENT EDUCATIONAL EVALUATION**

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Parents who disagree with an evaluation that was completed or obtained by the District may request an independent educational evaluation at public expense. Parents are entitled to request only one independent educational evaluation at public expense each time the District conducts an evaluation with which the parents disagree.

### **(1) INDEPENDENT EDUCATIONAL EVALUATION AT PUBLIC EXPENSE**

If the parents request an independent educational evaluation at public expense, the District either:

- (a) Ensures that an independent evaluation is provided at public expense; or
- (b) Files a due process complaint requesting a hearing to show that the District's evaluation is appropriate.

If the District files a due process complaint and the final decision is that the District's evaluation is appropriate, the parent still has the right for an independent educational evaluation, but not at the public expense.

### **(2) PARENT INITIATED EVALUATIONS**

If a parent obtains an independent educational evaluation at public expense or shares with the District an evaluation obtained at private expense, the District considers that evaluation, if it meets District criteria, in any decision made with respect to the provision of FAPE to the child.

### **(3) DISTRICT CRITERIA**

If an independent educational evaluation is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria which the District uses when it initiates an evaluation, to the extent those criteria are consistent with the parent's right to an independent educational evaluation. Except for the above-mentioned criteria, the District does not impose conditions or timelines related to obtaining an independent educational evaluation at public expense.

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## **E. CONFLICT RESOLUTION**

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### **(1) ADMINISTRATIVE REVIEWS**

Within 20 days of receipt of a complaint from a child's parents or another educational agency, the District's superintendent, or the superintendent's designee, conducts a review, may hold an administrative hearing and notifies all parties of the decision in writing.

- (a) All parties have the right to invite others, including legal counsel, to participate in the review.
- (b) The review is conducted at a time and place convenient to all parties.
- (c) Every effort is made to resolve any disagreements at the administrative review.

### **(2) MEDIATION**

At its discretion, the District participates in the resolution of disputes with other parties through the voluntary mediation processes available through ODE-OEC.

### **(3) IMPARTIAL DUE PROCESS HEARING/RESOLUTION MEETINGS**

Due process complaints filed against the District proceed in the manner set forth in 3301-51-05(K) of the Operating Standards.

The District convenes a resolution meeting before the initiation of a due process hearing. The resolution meeting:

- (a) Occurs within 15 days of the receipt of notice of the parents' due process complaint;
- (b) Includes a representative of the District who has decision-making authority on behalf of the District;
- (c) Does not include the District's attorney unless the parents are accompanied by an attorney;
- (d) Provides an opportunity for the parents to discuss their due process complaint and the facts the complaint is based on; and
- (e) Provides the District an opportunity to resolve the dispute.

The District does not hold a resolution meeting if the parents and the District agree in writing to waive the meeting or agree to use the mediation process. Also, if the District files the due process complaint, it is not required to hold a resolution meeting.

The District, if it is the child's school district of residence, is responsible for conducting the impartial due process hearing utilizing the hearing officer appointed by ODE-OEC. The District follows the procedures required by 3301-51-05(K)(10)–(15) of the Operating Standards when conducting a hearing at a time and place that is reasonably convenient to the parents and the child involved.

If the parents request to inspect and review any education records relating to their child, the District replies without unnecessary delay and makes the records available before the hearing.

The District provides the parents with one copy of the written, or at the option of the parents, an electronic verbatim record of the hearing and findings of fact and decision at no cost. The decision is final except that any party to the hearing may appeal the decision to ODE-OEC.

The District pays for the costs incurred for the hearing except for expert testimony, outside medical evaluations, witness fees, subpoena fees and cost of counsel requested by the other party to the hearing and compensates the hearing officer as provided in 3301-51-05(K)(16)(d) of the Operating Standards. If the hearing was requested by another agency, the District shares the costs of the hearing except for the costs identified in the preceding sentence.

Any further appeals or actions proceed in accordance with 3301-51-05 of the Operating Standards.

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## **F. CHILD'S STATUS DURING DUE PROCESS PROCEEDINGS/CODE OF CONDUCT VIOLATIONS**

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### **(1) CHILD'S STATUS DURING DUE PROCESS PROCEEDINGS**

The District ensures that a child remains in the current educational placement during the pendency of any administrative or judicial proceeding regarding a due process complaint, unless the state or the District and the parents of the child agree otherwise. If the state level review officer agrees with the child's parents that a change in placement is appropriate, that placement is treated as an agreement between the state and the parents.

If the complaint involves an application for initial admission to the District, the child, with the consent of the parents, is placed in the District until the completion of all proceedings.

If the complaint involves an application for services from a child who is transitioning from Part C to Part B, the District provides those special education and related services that are not in dispute, if the child is found eligible for special education and related services under Part B and the parent consents to the initial provision of special education and related services.

### **(2) DISCIPLINARY PROCEEDINGS**

The District may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the other requirements of 3301-51-05 of the Operating Standards, is appropriate for a child with a disability who violates a code of student conduct.

#### **(a) Changes in placement less than 10 consecutive school days**

The District may remove a child with a disability who violates a code of student conduct from the child's current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 consecutive school days (to the extent those alternatives are applied to children without disabilities), and for additional removals of not more

than 10 consecutive school days in that same school year for separate incidents of misconduct (as long as those removals do not constitute a change of placement).

The District considers on a case-by-case basis whether a pattern of removals constitutes a change of placement. A change in placement occurs if:

- (1) The removal is for more than 10 consecutive school days, **or**
- (2) The child has been subjected to a series of removals that constitute a pattern:
  - (a) Because the series of removals totals more than 10 school days in a school year;
  - (b) Because the child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and
  - (c) Because of such additional factors as the length of each removal, the total amount of time the child has been removed and the proximity of the removals to one another.

#### **(b) Services during removal from current placement**

The District provides services to a child removed from the child's current placement as follows:

- (1) If the child has been removed from the child's current placement for 10 school days or less in the school year, services are provided only to the extent that services are provided to a child without disabilities who is similarly removed;
- (2) After a child with a disability has been removed from the child's current placement for 10 school days in the same year (under circumstances in which the current removal is for not more than 10 consecutive days and is **not** a change in placement), the District provides services, as determined by school personnel in consultation with at least one of the child's teachers, so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP;
- (3) If the removal is a change in placement, the child's IEP team determines appropriate services; and
- (4) If a child with a disability is removed from the child's current placement for either more than 10 consecutive days for behavior that is determined **not** to be a manifestation of the child's disability or under circumstances that constitute special circumstances, as defined below, the District ensures that the child:
  - (a) Continues to receive educational services so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and
  - (b) Receives, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

#### **(c) Manifestation determination**

Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the school district, the parent and relevant members of the child's IEP team (as determined by the parent and the school district) must review all relevant information in the child's file, including the child's IEP, any teacher observations and any relevant information provided by the parents to determine if the conduct

was a manifestation of the child's disability. The District determines that the conduct is a manifestation of the child's disability:

- (1) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- (2) If the conduct in question was the direct result of the school district's failure to implement the IEP.

If the District, parents and relevant members of the IEP team determine that the conduct in question was the direct result of the school district's failure to implement the IEP, the District takes immediate steps to remedy those deficiencies.

- (1) If the conduct was a manifestation of the child's disability, the IEP team either:
  - (a) Starts to conduct a functional behavioral assessment within 10 days of the manifestation determination and complete the assessment as soon as practicable, unless the school district had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implemented a behavioral intervention plan for the child; **or**
  - (b) If a behavioral intervention plan already has been developed, within 10 days of the manifestation determination, reviews the behavioral intervention plan and the implementation of the plan, and modifies it, as necessary, to address the behavior subject to disciplinary action; **and**
- (2) Returns the child to the placement from which the child was removed, unless the parent and the District agree to a change of placement as part of the modification of the behavioral intervention plan.

**(d) Special circumstances.**

The District may remove a child to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child's disability, if the child:

- (1) Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of ODE or a school district;
- (2) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of ODE or a school district; or
- (3) Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of ODE or a school district.

The District defines the terms controlled substance, weapon, illegal drug and serious bodily injury in accord with 3301-51-05(K)(20)(h)(i) of the Operating Standards.

On the date on which the decision is made to make a removal that constitutes a change of placement of a child with a disability because of a violation of a code of student conduct, the school district must notify the parents of that decision and provide the parents with the procedural safeguards notice described in Section B above.

### **(e) Expedited Due Process Hearing**

The District or the parents may submit a due process complaint requesting an expedited due process hearing to appeal a decision made during disciplinary procedures.

- (1) The District may request a an expedited due process hearing if it believes that maintaining the current placement of a child is substantially likely to result in injury to the child or to others.
- (2) The parents may request an expedited due process hearing to appeal decisions regarding placement for disciplinary removals or the manifestation determination.

The District is responsible for conducting the expedited due process hearing utilizing the hearing officer appointed by ODE-OEC. The District follows the procedures that apply for other due process hearings except that the expedited due process hearing must occur within 20 school days after the date the due process complaint is filed and no extensions of time shall be granted. The hearing officer then must make a determination within 10 school days after the hearing. The District follows the expedited timelines and the procedures set forth in 3301-51-05(K)(22)(c)-(d) of the Operating Standards.

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## **G. TRANSFER OF PARENTAL RIGHTS AT AGE OF MAJORITY/STUDENT NOTIFICATION**

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Once a child reaches the age of majority, the District sends all required notices to both the student and parent, unless the student has been determined incompetent under state law. If a child with a disability is incarcerated in an adult or juvenile correctional institution, prior written notices are provided to both the parents and the student.

One year before the child's 18<sup>th</sup> birthday, the District notifies both the parents and the child of the parental rights that will transfer to the child upon reaching the age of majority (age 18) and provides the child with a copy of *Whose IDEA Is This?* The District documents this notice on the child's IEP PR-07 form.

Once the child turns 18, the District obtains informed written consent, as required by the Operating Standards, from the student, unless the student has been determined incompetent under state law.

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## **H. SURROGATE PARENTS**

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The District ensures that the rights of a child are protected when:

- (1) No parent, as defined in 3301-51-01 of the Operating Standards, can be identified;
- (2) The District, after making reasonable efforts, cannot locate a parent;
- (3) The child is a ward of the state; or
- (4) The child is an unaccompanied homeless youth as defined by 3301-51-05(E)(1)(d) of the Operating Standards.

One way in which the District protects the rights of such children is through the assignment of surrogate parents where appropriate. The District has a method for determining when a child needs a surrogate parent and for assigning a surrogate parent to the child, and complies with the requirements of 3301-51-05(E) of the Operating Standards regarding surrogate parents.

## **V. EVALUATION**

The District ensures that initial evaluations are conducted and that reevaluations are completed for children residing within the District. The District uses a referral process to determine whether or not a child is a child with a disability. The District also provides interventions to assist a child who is performing below grade-level standards. The provision of intervention services is not used to unnecessarily delay a child's evaluation for purposes of determining eligibility for special education services.

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### **A. INITIAL EVALUATION**

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#### **1. TIMING AND INITIATION**

The district conducts an evaluation before the initial provision of special education and related services. Either a parent of a child or a public agency may initiate a request for an initial evaluation to determine if the child is a child with a disability.

Within 30 days of receipt of a request for an evaluation, the District either obtains parental consent for an initial evaluation or provides to the parents prior written notice stating that the school district does not suspect a disability and will not be conducting an evaluation.

The initial evaluation:

- (a) Is conducted within 60 days of receiving parental consent for the evaluation unless the exception set forth in 3301-51-06(B)(5) of the Operating Standards applies; and
- (b) Consists of procedures:
  - (i) To determine if the child is a child with a disability as defined in 3301-51-01(B)(10) of the Operating Standards; and
  - (ii) To determine the educational needs of the child.

The district obtains parental consent before conducting an evaluation. See Chapter IV, Section C, regarding parental consent requirements.

The evaluation team consists of the IEP team and other qualified professionals.

#### **2. THE EVALUATION PLAN AND EVALUATION TEAM REPORT**

As part of the initial evaluation, if appropriate, and as part of any reevaluation, the evaluation team shall develop an evaluation plan that will provide for the following and be summarized in an evaluation team report:

- (a) Review of existing evaluation data on the child, including:
  - (i) Evaluations and information provided by the parents of the child;
  - (ii) Current classroom-based, local or state assessments and classroom-based observations;
  - (iii) Observations by teachers and related services providers;
  - (iv) Data about the child's progress in the general curriculum, or, for the preschool-age child, data pertaining to the child's growth and development;



- (v) Data from previous interventions, including:
  - (a) Interventions required by rule 3301-51-06 of the Operating Standards and
  - (b) For the preschool child, data from early intervention, community, or preschool program providers; and
- (vi) Any relevant trend data beyond the past twelve months, including the review of current and previous IEPs; and
- (b) On the basis of that review and input from the child's parents, identify what additional data, if any, are needed to determine:
  - (i) Whether the child is a child with a disability, as defined in 3301-51-01 of the Operating Standards, and the educational needs of the child;
  - (ii) In the case of a reevaluation of a child, whether the child continues to have such a disability and the educational needs of the child;
  - (iii) The present levels of academic achievement and related developmental needs of the child;
  - (iv) Whether the child needs special education and related services; or
  - (v) In the case of a reevaluation of a child, whether the child continues to need special education and related services; and
  - (vi) Whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the IEP of the child and to participate, as appropriate, in the general education curriculum.

The District administers such assessments and other evaluation measures as may be needed to produce the data identified above. The district provides prior written notice to the parents of a child with a disability that describes any evaluation procedures the school district proposes to conduct.

### **3. CONDUCT OF EVALUATION**

In conducting the evaluation, the District:

- (a) Uses a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the child, including information provided by the parent, that may assist in determining:
  - (i) Whether the child is a child with a disability as defined in 3301-51-01(B)(10) of the Operating Standards; and
  - (ii) The content of the child's IEP, including information related to enabling the child to be involved in and progress in the general education curriculum (or for a preschool child to participate in appropriate activities);
- (b) Does not use any single measure or assessment as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child; and
- (c) Uses technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.

The District ensures that:

- (a) Assessments and other evaluation materials used to assess a child:
  - (i) Are selected and administered so as not to be discriminatory on a racial or cultural basis;
  - (ii) Are provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information about what the child knows and can do academically, developmentally and functionally, unless it is clearly not feasible to so provide or administer;
  - (iii) Are used for the purposes for which the assessments or measures are valid and reliable;
  - (iv) Are administered by trained and knowledgeable personnel; and
  - (v) Are administered in accordance with any instructions provided by the producer of the assessments.
- (b) Assessments and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.
- (c) Assessments are selected and administered so as best to ensure that if an assessment is administered to a child with impaired sensory, manual or speaking skills, the assessment results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure rather than reflecting the child's impaired sensory, manual or speaking skills (unless those skills are the factors that the test purports to measure);
- (d) A school age child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status and motor abilities;
- (e) Preschool children are assessed in the following developmental areas: adaptive behavior, cognition, communication, hearing, vision, sensory/motor function, social-emotional functioning and behavioral function.
- (f) Assessments of children with disabilities who transfer from one school district to another school district in the same school year are coordinated with the children's prior and subsequent schools, as necessary and as expeditiously as possible, consistent with 3301-51-06(B)(5)(b) and (B)(6) of the Operating Standards, to ensure prompt completion of the full evaluations.
- (g) In evaluating each child with a disability under 3301-51-06(E)-(G) of the Operating Standards, the evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.
- (h) Assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child are provided.
- (i) Medical consultation shall be encouraged for a preschool or school-age child on a continuing basis, especially when school authorities feel that there has been a change in the child's behavior or educational functioning or when new symptoms are detected; and
- (j) For preschool-age children, as appropriate, the evaluation shall include the following specialized assessments:

- (i) Physical examination completed by a licensed doctor of medicine or doctor of osteopathy in cases where the disability is primarily the result of a congenital or acquired physical disability;
- (ii) Vision examination conducted by an eye care specialist in cases where the disability is primarily the result of a visual impairment; and
- (iii) An audiological examination completed by a certified or licensed audiologist in cases where the disability is primarily the result of a hearing impairment.

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## **B. ELIGIBILITY DETERMINATION AND EVALUATION TEAM REPORT**

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### **1. COMPLETION OF THE EVALUATION TEAM REPORT**

The following occurs upon completion of the administration of assessments and other evaluation measures:

- (a) The IEP team and other qualified professionals and the parent of the child determines whether the child is a child with a disability, in accordance with the Operating Standards; and
- (b) The District provides a copy of the evaluation report and the documentation of determination of eligibility at no cost to the parent.

The written evaluation team report shall include:

- (a) A summary of the information obtained during the evaluation process; and
- (b) The names, titles and signatures of each team member, including the parent, and an indication of whether or not they are in agreement with the eligibility determination. Any team member who is not in agreement with the team's determination of disability shall submit a statement of disagreement.

The District provides a copy of the evaluation team report and the documentation of determination of eligibility or continued eligibility to the parents prior to the next IEP meeting and in no case later than 14 days from the date of eligibility determination.

### **2. DETERMINATION OF ELIGIBILITY**

A child is not determined to be a child with a disability:

- (a) If the determinant factor for that determination is:
  - (i) Lack of appropriate instruction in reading, including the essential components of reading instruction as defined in Section 1208(3) of the Elementary and Secondary Act of 1965, as amended and specified in the No Child Left Behind Act of 2002, January 2002, 20 U.S.C. 6301 (ESEA);
  - (ii) Lack of appropriate instruction in math; or
  - (iii) LEP; and
- (b) If the child does not otherwise meet the eligibility criteria under 3301-51-01(B)(10) of the Operating Standards.

The district, in interpreting evaluation data for the purpose of determining if a child is a child with a disability, does the following:

- (a) Draws upon information from a variety of sources, including aptitude and achievement tests, state and district wide assessments, parent input and teacher recommendations, as well as information about the child's physical condition, social or cultural background and adaptive behavior; and
- (b) Ensures that information obtained from all of these sources is documented and carefully considered.

If a determination is made that a child has a disability and needs special education and related services, the District develops an IEP for the child.

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## **C. REEVALUATIONS**

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The District conducts reevaluations of a child with a disability:

- (a) If the District determines that the child's educational or related services needs, including improved academic achievement and functional performance, warrant a reevaluation; or
- (b) If the child's parent or teacher requests a reevaluation; or
- (c) When a child transitions from pre-school to school-aged services; or
- (d) In order to make a change in disability category.

A reevaluation may not occur more than once a year, unless the parent and the District agree otherwise.

A reevaluation must occur at least once every three years, unless the parent and the District agree that a reevaluation is unnecessary.

The District evaluates a child with a disability before determining that child is no longer a child with a disability, although this evaluation is not required if the child's eligibility terminates due to graduation from secondary school with a regular diploma or due to exceeding the age eligibility for FAPE under state law. If a child's eligibility terminates for one of these reasons, the District provides the child with a summary of the child's academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child's postsecondary goals.

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## **D. IDENTIFYING CHILDREN WITH SPECIFIC LEARNING DISABILITIES (SLD)**

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The District has written procedures for the implementation of the evaluation process the District uses to determine the existence of a specific learning disability (SLD). In addition, the District uses the form required by ODE-OEC, Evaluation Team Report PR-06 and completes Part 3: Documentation for Determining the Existence of a Specific Learning Disability of PR-06 when the District suspects the child has a SLD.

## **(1) DETERMINING THE EXISTENCE OF A SPECIFIC LEARNING DISABILITY**

The parents, the IEP team, and a group of qualified professionals from the District determine that a child has a SLD if:

- (a) The child does not achieve adequately for the child's age or to meet state-approved grade-level standards in one or more of the following areas, when the District provides learning experiences and instruction appropriate for the child's age or state-approved grade-level standards:
  - (i) Oral expression;
  - (ii) Listening comprehension;
  - (iii) Written expression;
  - (iv) Basic reading skill;
  - (v) Reading fluency skills;
  - (vi) Reading comprehension;
  - (vii) Mathematics calculation; or
  - (viii) Mathematics problem-solving;

**AND**

- (b) The child does not make sufficient progress to meet age or state-approved grade-level standards in one or more of the areas identified in number 1, above, when the District uses an evaluation process to determine the child's response to scientific, research-based intervention;

**OR**

- (c) The child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, state-approved grade-level standards, or intellectual development, when the District uses appropriate assessments consistent with 3301-51-06(E) and (F) of the Operating Standards that the group has determined to be relevant to the identification of a SLD.

Alternatively, the District may choose a third method of evaluation, for determining if a child has a SLD. The District seeks prior approval from ODE-OEC if it chooses to use an alternative research-based assessment procedure to determine if a child has a SLD.

## **(2) USE OF AN EVALUATION PROCESS BASED ON THE CHILD'S RESPONSE TO SCIENTIFIC, RESEARCH-BASED INTERVENTION FOR SLD DETERMINATION**

If the District uses an evaluation process based on the child's response to scientific, research-based intervention to determine whether a child has a SLD. The District ensures that this process:

- (a) Begins when the District has gathered and analyzed sufficient data from scientifically-based instruction and targeted and intensive individualized interventions that provide evidence that the child's needs are unlikely to be met without certain specialized instruction, in addition to the regular classroom instruction;
- (b) Employs interventions that are scientifically-based and provided at appropriate levels of intensity, frequency, duration and integrity, relative to the child's identified needs;

- (c) Is based on results of scientifically-based, technically adequate assessment procedures that assess ongoing progress while the child is receiving scientifically-based instruction and the results of these procedures have been reported to the child's parents; and
- (d) Includes the analysis of data described in 3301-51-06(H)(3)(b)(i) and (H)(3)(b)(ii) of the Operating Standards to determine whether a discrepancy is present between the child's actual and expected performance, in both the child's rate of progress in developing skills, and in the child's level of performance on measures assessing one or more of the academic areas listed in 3301-51-06(H)(3)(a)(i) of the Operating Standards

The District will not use this process to delay unnecessarily a child's referral for a comprehensive evaluation to determine eligibility for special education services.

### **(3) ADDITIONAL REQUIREMENTS FOR SLD DETERMINATION**

The District ensures that the following additional requirements are satisfied when determining if a child has a SLD:

#### **Inclusion of additional required group members for SLD determination**

The group that determines that a child suspected of having a SLD is a child with a disability includes the child's parents and a group of qualified professionals consisting of, but not limited to:

- (a) In the case of a school-age child, the child's regular teacher (or if the child does not have a regular teacher, the District includes a regular classroom teacher qualified to teach a child of the child's age);
- (b) In the case of children less than school-age, an individual qualified by ODE to teach a child of the child's age; and

At least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist or remedial reading teacher.

#### **Observation requirements**

The District ensures that the child is observed in the child's learning environment, including the regular classroom setting, to document the child's academic performance and behavior in the areas of difficulty. The group of qualified professionals identified by the District conducts the observation by:

- (a) Using information from an observation of the child's performance conducted during routine classroom instruction, including monitoring of the child's performance during instruction, that was done before the child was referred for an evaluation; or
- (b) Having at least one member of the group conduct an observation of the child's academic performance in the regular classroom after the child has been referred for an evaluation and parent consent has been obtained.

In the case of a child of less than school-age or a child who is out of school, the District ensures that a group member observes the child in an environment appropriate for a child of that age.

## **Ensuring the child's underachievement is not due to a lack of appropriate instruction in reading and math**

In order to ensure that underachievement in a child suspected of having a SLD is not due to lack of appropriate instruction in reading or math, the District considers:

- (a) Data demonstrating that prior to, or as part of, the referral process, the child received appropriate instruction in regular education settings delivered by qualified personnel; and
- (b) Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of the child's progress during instruction, the results of which were provided to the child's parents.

## **Obtaining parental consent to evaluate**

The District promptly requests parental consent to evaluate a child to determine if the child needs special education and related services:

- (a) If prior to the referral, the child does not make adequate progress after an appropriate period of time when provided with appropriate instruction. To make this determination, the District considers:
  - (i) Data demonstrating that prior to, or as part of, the referral process, the child received appropriate scientifically-based instruction in regular education settings delivered by qualified personnel; and
  - (ii) Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of the child's progress during instruction, the results of which were provided to the child's parents; and
- (b) Whenever a child is referred for an evaluation.

## **Consideration of exclusionary factors**

When determining that a child has a SLD, the District ensures that the findings from the evaluation process are not primarily the result of:

- (a) A visual, hearing, or motor disability;
- (b) Mental retardation;
- (c) Emotional disturbance;
- (d) Cultural factors;
- (e) Environmental or economic disadvantage; or
- (f) LEP.

If the District determines that one of these factors is the primary reason for the child's suspected disability, the District does not identify the child as having a SLD.

## **VI. INDIVIDUALIZED EDUCATION PROGRAMS (IEPs)**

The District ensures that an IEP is developed and implemented for each child with a disability, ages 3 through 21, inclusive, who requires special education and related services and who resides in the district. For all children with disabilities for whom our district is the district of residence, the District is responsible for ensuring that the requirements of 3301-51-07 of the Operating Standards are met regardless of which district, county board of MR/DD, or other educational agency implements the child's IEP.

The meeting to develop an IEP is conducted within 30 days of a decision that a child needs special education and related services.

The initial IEP is developed within whichever of the following time periods is the shortest:

- (a) Within 30 calendar days of the determination that the child needs special education and related services;
- (b) Within 90 days of receiving informed parental consent for an evaluation; or
- (c) Within 120 calendar days of receiving a request for an evaluation from a parent or school district (unless the evaluation team has determined it does not suspect a disability).

The District ensures that the parents receive a copy of the child's IEP at no cost to the parents. The parents may receive a copy of the IEP either at the conclusion of the IEP meeting or within 30 calendar days of the date of the IEP meeting.

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### **A. MEMBERS OF THE IEP TEAM**

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The IEP team includes:

- (1) The child's parents;
- (2) Not less than one of the child's regular education teachers, if the child is or may be participating in the regular education environment;
- (3) Not less than one special education teacher of the child or, where appropriate, not less than one special education provider of the child;
- (4) A representative of the school district who:
  - a) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
  - b) Knows the general education curriculum; and
  - c) Knows about the availability of resources of the school district.
- (5) Someone who can interpret the instructional implications of the evaluation results, who may be one of the team noted previously;
- (6) At the discretion of the parents or the school district, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and
- (7) The child, whenever appropriate. The child must be invited if a purpose of the meeting is the consideration of postsecondary goals for the child and the transition services needed to assist the child in reaching those goals.



A member of the IEP team, other than the parent and the child if appropriate, is not required to attend an IEP team meeting, in whole or in part, if the parent and the district agree, in writing, that the attendance of that member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting or portion of the meeting.

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## **B. PARENTAL PARTICIPATION**

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The District takes steps to ensure that one or both of the parents of a child with a disability are present at each IEP team meeting or are afforded the opportunity to participate, including:

- (1) Notifying the parents of the meeting early enough to ensure that they will have an opportunity to attend; and
- (2) Scheduling the meeting at a mutually-agreed upon time and place.

A Notice to a Parent Regarding an IEP meeting:

- (1) Indicates the purpose, time and location of the meeting and who will be in attendance; and
- (2) Informs the parents of the provisions of the Operating Standards regarding the participation of other individuals who have knowledge or special expertise about the child and the participation of the Part C service coordinator or other representatives of the part C system at the initial IEP team meeting for a child previously served under Part C. See 3301-51-07(J)(2)(a)(ii) of the Operating Standards.

Beginning no later than the first IEP to be in effect when the child turns 14, the Notice also:

- (1) Indicates that a purpose of the meeting will be the development of a statement of the transition needs of the child; and
- (2) Indicates that the District will invite the child.

Beginning no later than the first IEP to be in effect when the child turns 16, the Notice also:

- (1) Indicates that a purpose of the meeting will be the consideration of the postsecondary goals and transition services for the child;
- (2) Indicates that the school district will invite the child; and
- (3) Identifies any other agency that will be invited to send a representative, if the parents consent.

The District conducts IEP team meetings without a parent in attendance only if it cannot convince parents that they should attend. Before an IEP team meeting is held without a parent, the District makes multiple attempts to contact a parent to arrange a mutually agreed on time and place, and records its attempts to do so.

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## **C. CONTENTS OF AN IEP**

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The District uses ODE's required form, PR-O7, for its IEPs.

In developing each child's IEP, the IEP team considers:

- (1) The strengths of the child;

- (2) The concerns of the parents for enhancing the education of their child;
- (3) The results of the initial or most recent evaluation of the child;
- (4) The results of the child's performance on any state or district-wide assessment programs, as appropriate; and
- (5) The academic, developmental and functional needs of the child.

Further, the IEP team considers the following special factors:

- (1) In the case of a child whose behavior impedes the child's learning or that of others, the use of positive behavioral interventions and supports, and other strategies, to address that behavior;
- (2) In the case of a child with LEP, the language needs of the child as those needs relate to the child's IEP;
- (3) In the case of a child who is blind or visually impaired, the instruction of that child in accordance with the Operating Standards and section 3323.011 of the Revised Code;
- (4) The communication needs of the child, including those of a child who is deaf or hard of hearing; and
- (5) Whether the child needs assistive technology devices and services.

## **(1) CONTENTS OF EVERY IEP**

The District's IEPs are written, and are developed, reviewed and revised in IEP meetings. The District's IEPs include all of the following:

- (a) A statement that discusses the child's future and documents planning information;
- (b) A statement of the child's present levels of academic and functional performance, including:
  - (1) How the child's disability affects the child's involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled children); or
  - (2) For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities;
- (c) A statement of measurable annual goals, including academic and functional goals and benchmarks or short-term objectives designed to:
  - (1) Meet the child's needs that result from the child's disability to enable the child to be involved in and make progress in the general education curriculum; and
  - (2) Meet each of the child's other educational needs that result from the child's disability;
- (d) A description of:
  - (1) How the child's progress toward meeting the annual goals described in the IEP will be measured; and
  - (2) When periodic reports on the progress the child is making toward meeting the annual goals will be provided;
- (e) A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the child, or on behalf of the child, and a statement of the program modifications or supports for school personnel that will be provided to enable the child:
  - (1) To advance appropriately toward attaining the annual goals;

- (2) To be involved in and make progress in the general education curriculum in accordance with the Operating Standards, and to participate in extracurricular and other nonacademic activities; and
- (3) To be educated and participate with other children with disabilities and nondisabled children, as appropriate, in the activities described in 3301-51-07(H)(1)(e) of the Operating Standards;
- (f) An explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular classroom and in activities;
- (g) A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the child on state and districtwide assessments consistent with Section 612(a)(16) of the IDEA;
- (h) If the IEP team determines that the child must take an alternate assessment instead of a particular regular state or districtwide assessment of student achievement, a statement of why:
  - (1) The child cannot participate in the regular assessment; and
  - (2) The particular alternate assessment selected is appropriate for the child; and
- (i) The projected date for the beginning of the services and modifications described in the IEP and the anticipated frequency, location and duration of those services and modifications.

## **(2) TRANSITION SERVICES**

The District's IEPs address transition services as follows:

- (a) For children age 14 or over (or younger, if determined appropriate by the IEP team), the IEP includes a statement, updated annually, of the transition service needs of the child under the applicable components of the child's IEP that focuses on the child's courses of study (such as participation in advanced-placement courses or a vocational education program.); and
- (b) Beginning not later than the first IEP to be in effect when the child turns 16 (or younger if determined appropriate by the IEP team), the IEP includes:
  - (1) Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment and, where appropriate, independent living skills; and
  - (2) The transition services (including courses of study) needed to assist the child in reaching those goals.

## **(3) TRANSFER OF RIGHTS AT AGE OF MAJORITY**

Beginning not later than one year before the child reaches 18 years of age, the IEP includes a statement that the child has been informed of the child's rights under Part B of the IDEA that will transfer to the child on reaching the age of majority.

## **(4) NONACADEMIC SERVICES, PHYSICAL EDUCATION, EXTENDED SCHOOL YEAR AND TRANSPORTATION**

If appropriate, the IEP includes the services to be provided in each of these areas.

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## **D. REVIEW AND AMENDMENT OF AN IEP**

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The District ensures that the IEP team:

- (1) Reviews the child's IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved; and
- (2) Revises the IEP, as appropriate, to address:
  - (a) Any lack of expected progress toward the annual goals and in the general education curriculum;
  - (b) The results of any reevaluation;
  - (c) Information about the child provided to, or by, the parents as part of an evaluation or reevaluation;
  - (d) The child's anticipated needs; or
  - (e) Other matters; and
- (3) Reconvenes if an agency, other than the school district, fails to provide the transition services described in the IEP.

Changes to the IEP may be made either at an IEP team meeting, or by a written document amending or modifying the IEP, if the parent of the child and the District agree not to convene an IEP team meeting for the purposes of making those changes. If the IEP is amended by written document, without a meeting of the IEP team, the District ensures that the IEP team is informed of the changes made. When an IEP is amended, the District sends a copy of the amended IEP to the parent within thirty days of the date the IEP was amended.

## **VII. LEAST RESTRICTIVE ENVIRONMENT (LRE)**

The District ensures that, to the maximum extent appropriate, children with disabilities, including children in public or nonpublic institutions or other care facilities, are educated with children who are nondisabled. Placement of students with disabilities in special classes, separate schooling or other removal from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services, modifications and/or accommodations cannot be achieved satisfactorily.

The District ensures that a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services in the least restrictive environment (LRE).

The District determines the placement of a child with a disability at least annually, and the placement is based on the child's IEP, and is as close as possible to the child's home.

Unless the IEP of a child with a disability requires some other arrangement, the child is educated in the school that the child would attend if nondisabled.

In selecting the LRE for a child with a disability, the IEP team considers any potential harmful effect on the child or on the quality of the services that the child needs.

A child with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general education curriculum.

## VIII. PARENTALLY PLACED NONPUBLIC SCHOOL CHILDREN

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### A. CHILD FIND

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#### (1) GENERALLY

The District locates, identifies and evaluates all children with disabilities who are enrolled by their parents in chartered and nonchartered nonpublic schools, including religious elementary and secondary schools located within the District's geographical boundaries.

The District consults with the nonpublic school representatives and representatives of parents of parentally placed nonpublic school children with disabilities regarding the child find process, including:

- (a) How parentally placed nonpublic school children suspected of having a disability can participate equitably; and
- (b) How parent, teachers and nonpublic school officials will be informed of the child find process.

After timely and meaningful consultation with representatives of nonpublic schools, the District carries out child find activities for parentally placed nonpublic school children, including children whose parents live out-of-state. These activities are similar to the child find activities the District conducts for its public school children and ensures an accurate count of children with disabilities. The District completes these activities in a time period comparable to that for children attending its public schools, including completing any evaluations within 60 days of receiving parental consent. See Chapter V, Section A(1).

The District follows all IDEA and FERPA confidentiality requirements when serving children with disabilities attending nonpublic schools located within the District's boundaries and obtains parental consent before releasing any personally identifiable information about a child to officials of the child's district of residence or the nonpublic school in which the child is enrolled.

The District conducts, either directly or through contract, a full and individual initial evaluation of any parentally placed nonpublic school child suspected of having a disability who is enrolled in a nonpublic school within the District's boundaries. The District obtains written parental consent before conducting an initial evaluation.

- (a) If the parents of a parentally placed nonpublic school child do not provide consent or fail to respond to the District's request for consent to evaluate the child, the District may not use mediation or due process procedures to pursue the evaluation. The District does not have to consider this child as eligible for services.
- (b) If the parents do not make clear their intent to keep their child enrolled in the nonpublic school, the District provides the parents of a child who is determined to be eligible for special education services written documentation stating that the child's school district of residence is responsible for making FAPE available to the child.

- (c) The District sends a copy of this documentation to the child's district of residence, provided the District obtains written parental consent to release the information.

The District conducts reevaluations of parentally placed nonpublic school children with disabilities receiving special education and any related services to determine continued eligibility for services. The District conducts reevaluations no more than once a year, unless the parents and the District agree otherwise, and at least once every three years, unless the parents and the district agree that a reevaluation is unnecessary.

## **(2) AUTISM SCHOLARSHIP PROGRAM PARTICIPANTS**

The District assumes responsibility for the initial evaluations and re-evaluations of children who reside in the District and desire to participate in the Autism Scholarship Program. The district where the nonpublic school is located conducts all reevaluations for children with disabilities participating in the Autism Scholarship Program. (See 3301-51-08(R)(1) of the Operating Standards). The District creates the IEP that is required for eligible children who reside within the District to participate in the Autism Scholarship Program.

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## **B. CONSULTATION**

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The District consults with nonpublic school representatives and representatives of parents who have placed their children with disabilities in nonpublic schools in a timely and meaningful way during the design and development of special education and related services for the children regarding the following:

### **(1) CHILD FIND**

See above requirements.

### **(2) PROPORTIONATE SHARE OF FUNDS**

- (a) The determination of the proportionate share of federal IDEA Part B funds available to serve parentally-placed nonpublic school children with disabilities;
- (b) The determination of how the proportionate share of those funds was calculated; and
- (c) Consideration of the number of children and their needs and location.

“Proportionate share” refers to the amount of federal IDEA Part B funds the District must expend to provide the group of parentally-placed nonpublic school children with disabilities with equitable participation in services funded with federal IDEA Part B funds. The District follows the formula in 3301-51-05(E)(1)–(4) of the Operating Standards to calculate the proportionate amount.

### **(3) CONSULTATION PROCESS**

- (a) How the consultation process will bring together District representatives, nonpublic school officials and representatives of parentally placed nonpublic school children with disabilities;

- (b) How the process will take place throughout the school year to ensure that parentally-placed nonpublic school children with disabilities identified through the child find can meaningfully participate in special education and related services.

**(4) PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES**

- (a) How, where and by whom special education and related services will be provided;
- (b) The types of services, including direct services and alternate service delivery mechanisms;
- (c) How special education and related services will be apportioned if funds are insufficient to serve all parentally placed nonpublic school children; and
- (d) How and when these decisions will be made.

**(5) WRITTEN EXPLANATION BY THE SCHOOL DISTRICT**

How the District will provide the nonpublic school officials a written explanation of the reasons why the District chose not to provide services directly or through a contract if the District disagrees with the views of the nonpublic school officials on the provision of services or the types of services.

The District obtains a written affirmation signed by representatives of the participating nonpublic schools that timely and meaningful consultation has occurred. If representatives of the participating nonpublic schools do not provide the affirmation within a reasonable period of time or choose not to participate under the proportionate share provisions of IDEA and engage in consultation, the District documents its consultation attempts and forwards the documentation to the ODE-OEC. If a nonpublic school located within the boundaries of the District chooses not to participate, the parents may contact the District to request services for the child.

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**C. RIGHTS TO SERVICES**

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The District is not required to pay for the cost of education, including special education and related services, of a child with a disability, enrolled at a nonpublic school or facility if:

- (1) The child's district of residence made FAPE available to the child; and
- (2) The parents elected to place the child in the nonpublic school.

The District includes these children and their needs in the population being considered when making decisions about services to be provided to parentally placed nonpublic school children with disabilities.

If the parents make clear their intention to keep their child with a disability enrolled in the nonpublic school, the child's district of residence does not need to develop an IEP for the child. If the child with a disability re-enrolls in the District, the District makes FAPE available.

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**D. EQUITABLE SERVICES DETERMINED**

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The District makes the final decisions about the services to be provided through a services plan to eligible parentally placed nonpublic school children with disabilities who are attending



nonpublic schools within the District's geographic boundaries. The District makes these decisions after consultation with nonpublic school representatives and parents of parentally placed nonpublic school children and through meetings to develop, review and revise services plans. A child with a disability attending a nonpublic school does not have an individual right to receive some or all of the special education and related services that the child would receive if enrolled in a public school.

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## **E. EQUITABLE SERVICES PROVIDED**

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### **(1) THE SERVICES PLAN**

- (a) The District, whether or not it is the child's school district of residence, convenes the services plan meeting, conference call, or video conference for each eligible child who will receive special education and any related services for children who attend nonpublic schools located within the District's geographical boundaries.
- (b) The District determines required participants at the services meeting.
- (c) The District ensures that a nonpublic school representative participates in the development or revision of the services plan.
- (d) The District conducts a meeting, conference call, or video conference at least annually to review and revise, if appropriate, each child's services plan.
- (e) The District uses the ODE required Services Plan PR-09 form for individually developing a services plan for each participating child that describes the specific special education and related services that the District will provide to the child. Parentally placed nonpublic school children with disabilities may receive a different amount of services than children with disabilities enrolled in the District.

### **(2) PROVISION AND LOCATION OF SERVICES**

- (a) District personnel provide services to parentally placed nonpublic school children who attend nonpublic schools located within the District's geographical boundaries or the District provides services through a contract with an individual, association, agency, organization or other entity.
- (b) The District ensures that special education and related services, including materials and equipment, provided to parentally placed nonpublic school children with disabilities are secular, neutral and non-ideological.
- (c) The District, in consultation with the nonpublic school, will determine where services will be provided. Services may be provided on or off the premises of the nonpublic school. The District may provide services at the nonpublic school with the permission of that school.

### **(3) TRANSPORTATION**

- (a) The District provides transportation to parentally placed nonpublic school children with disabilities who attend nonpublic schools located within the District's geographical boundaries if the services being provided under IDEA are being delivered at a location other than the nonpublic school the child is attending. The District provides transportation:
  - (1) From the child's nonpublic school or the child's home to the site other than the nonpublic school; and

- (2) From the service site to the nonpublic school or to the child's home depending on the timing of the services;
- (b) The District may include the cost of transportation to special education and related services that are being delivered at a location other than the nonpublic school in calculating whether it has met the requirements of spending a proportionate amount of federal funds that it receives to serve children with disabilities; and
- (c) The District provides transportation to all children, with and without disabilities, who reside within the District and who are parentally placed in chartered nonpublic schools following the requirements in ORC 3327.01.

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## **F. DUE PROCESS COMPLAINTS AND COMPLAINTS TO ODE**

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Due process rights do not apply to the provision of special education and related services the District has agreed to provide through a services plan. However, the parents of a child with a suspected disability, or a child identified as having a disability, who is enrolled in a nonpublic school, have the right to file a due process complaint against the District where the nonpublic school is located regarding that District's failure to meet the child find requirements, including location, identification, evaluation and reevaluation of the child.

If the District receives a due process complaint requesting a due process hearing from the parents of parentally placed nonpublic school child, the District follows the procedures that apply to other due process complaints.

The parents of a child with a disability, who has been unilaterally placed in a nonpublic school, have the right to file a formal written complaint with ODE-OEC regarding a number of different issues, which are listed in 3301-51-08(L)(3) of the Operating Standards.

# APPENDIX A

## When to Provide

### Prior Written Notice, Informed Consent and Procedural Safeguards Notice (*Whose IDEA Is This?*)

| Steps in the Special Education Process  | Action Required  |   |                            |
|---|--|---|----------------------------|
|   | Notification or Informed Consent   | Prior Written Notice to Parents PR-01   | Whose IDEA Is This?        |
| 1. Procedural safeguards must be provided to the parents once a year  |  |   | X                          |
| 2. Procedural safeguards must be provided upon request of the parents                                       |  |   | X                          |
| 3. Initial referral for a suspected disability  |  | X   | X                          |
| 4. Initial evaluation   | Informed consent (Parent Consent for Evaluation PR-04 form)  | X   |                            |
| 5. Eligibility determination  |  | X   |                            |
| 6. IEP meeting  | Notification (Parent Invitation to Meeting PR-02 form)   | Provide after an IEP, if parents do not agree or do not attend the meeting                                    |                            |
| 7. Reevaluation with assessments conducted  | Informed consent (Parent Consent for Evaluation PR-04 form)  | Provide before, and after if parents do not agree or disability category changes                              |                            |
| 8. Reevaluation without further assessments conducted   | Notification   | May use this form to notify before, and provide after, if parents do not agree or disability category changes |                            |
| 9. No reevaluation conducted  |  | X   |                            |
| 10. Transfers from out of state and out of district   | Informed consent (Parent Consent for Evaluation PR-04 form)<br>(If an evaluation is to be conducted) | Provide only after an IEP, if parents do not agree  | If moved from out of state |
| 11. Change of placement   | Informed consent (IEP PR-07 form)  | Provide only after an IEP, if parents do not agree  |                            |
| 12. Change in the type and amount of services   |  | Provide only after an IEP, if parents do not agree  |                            |
| 13. Exit from special education   | Notification (Summary of performance if graduating or aging out of special education)                | X   |                            |
| 14. District refuses services requested by parents  |  | X   |                            |
| 15. District proposes/refuses to change disability category   |  | X   |                            |
| 16. Releasing personally identifiable information   | Informed consent (written consent)   |   |                            |
| 17. Destruction of personally identifiable information  | Notification prior to destruction  |   |                            |
| 18. Transfer of parental rights   | Statement included in IEP PR-07 form   |   | X                          |
| 19. Upon receipt of the first due process complaint or upon receipt of first state complaint in school year |  |   | X                          |
| 20. Disciplinary change in placement  |  | X   | X                          |
| 21. Revocation of consent   |  | X   |                            |

## **Prior Written Notice, Informed Consent and Procedural Safeguards Notice (*Whose IDEA Is This?*)**

### **1. Procedural safeguards must be provided to the parents once a year.**

The school district must give a copy of the **procedural safeguards notice (*Whose IDEA Is This?*)** to the parents at least once a year, except as noted below:

- Upon initial referral or the parents request for evaluation;
- Upon request by the parents;
- Upon receipt of the first due process complaint or state complaint in a school year; and
- Upon a change in placement for disciplinary action.

### **2. Procedural safeguards must be provided upon request of the parents.**

The school district must give a copy of the **procedural safeguards notice (*Whose IDEA Is This?*)** to the parents whenever the parents request.

### **3. Initial referral for a suspected disability**

On the date of the referral, the district must provide the parents with a copy of the **procedural safeguards notice (*Whose IDEA Is This?*)**. For a parental referral, the date of referral is the date that the district received either the verbal or written request from the parents to conduct an evaluation. For a district referral, the date of referral is the date that the screening or review team decided an evaluation should be conducted. See Evaluation – 6.2 Request and Referral for Initial Evaluation. Within 30 days of the date of initial referral by the parents for a suspected disability, the district must provide the **Prior Written Notice to Parents PR-01** form to the parents if the district does not suspect a disability.

### **4. Initial evaluation**

Within 30 days of the date of initial referral by the parents for a suspected disability, the district must provide the **Prior Written Notice PR-01** form to the parents and receive written, **informed consent (Parent Consent for Evaluation PR-04 form)** from the parents prior to conducting any assessments as part of an initial evaluation. A description of any evaluation procedures the district proposes to conduct must also be provided to the parents. (If the notice relates to an action proposed by the district that also requires parental consent, the district may give notice at the same time it requires parental consent.)

### **5. Eligibility determination**

If the evaluation team determines that a child is not eligible for special education and related services the district will provide the parents the **Prior Written Notice to Parents PR-01** form once this determination is made. If the evaluation team determines that a child is eligible for special education and related services, see Item number 6, IEP Meeting.

### **6. IEP Meeting**

The district must use the required **Parent Invitation PR-02** form to notify and invite the parents to an IEP meeting. Districts must take steps to ensure that one or both parents are present at each IEP meeting or are afforded the opportunity to participate. This requires that the district:

- Notify the parents of the IEP meeting early enough to ensure that they have an opportunity to attend; and
- Schedule the meeting at a mutually agreed upon time and place.

A district must provide the **Prior Written Notice to Parents PR-01** form after an IEP meeting, if the parents do not agree with the IEP or any portion of the IEP or do not attend the meeting.

A district must provide **prior written notice** to the parents and receive **written, informed consent** from the parents before the initial placement of a child in special education. The **IEP PR-07** form serves as prior written notice unless the parents disagree with the IEP. Written informed consent to initiate special education and related services is provided through the parents' signature on the IEP form.

#### **7. Reevaluation with assessments conducted**

A district must provide the **Prior Written Notice to Parents PR-01** form and obtain **informed parental consent (Parent Consent for Evaluation PR-05 form)** before conducting any tests or assessments as part of a reevaluation of a child with disabilities, unless the district has provided notice and the parents have failed to respond to reasonable attempts to obtain consent.

The district must provide the **Prior Written Notice to Parents PR-01** form after the reevaluation is completed, if the parents disagree with the reevaluation or the reevaluation results in a change in the child's disability category.

#### **8. Reevaluation without further assessments conducted**

If the evaluation team determines that no additional data are needed to determine that the child continues to be a child with a disability and to determine the child's educational needs, the evaluation team must notify the child's parents. The notification that no further assessments are necessary must include:

- The team's determination and the reasons for the determination; and
- The parents' right to request an assessment to determine whether the child continues to be a child with a disability and to determine the child's educational needs.

The **Prior Written Notice to Parents PR-01** form may be used for this notification as long as it includes the information listed directly above.

The district must provide the **Prior Written Notice to Parents PR-01** form after the reevaluation is completed, if the parents disagree with the reevaluation or the reevaluation results in a change in the child's disability category.

#### **9. No reevaluation conducted**

If the IEP team, including the parents, agrees that a reevaluation of a child is unnecessary, the district must provide the **Prior Written Notice to Parents PR-01** form.

#### **10. Transfers from out of state and out of district**

Upon the enrollment of a child with an existing IEP from another district or state, the district must convene the IEP team and determine if the team will accept the existing IEP or change the existing IEP. If the parents disagree with the IEP team on the IEP that will be implemented by the district, the **Prior Written Notice to Parents PR-01** form must be provided to the parents. See IEP – 7.1 General.

##### **Transfers from out of state**

If the child moved into the district from another state, the district must provide the parents with a copy of the **procedural safeguards notice (Whose IDEA Is This?)**.

If the district determines that a new evaluation is necessary for a child who transfers from out of state, the evaluation is considered an initial evaluation and the district must provide the **Prior Written Notice to Parents PR-01** form and obtain written parental consent (**Parent Consent for Evaluation PR-05 form**). See Evaluation – 6.2 Request and Referral for Initial Evaluation.

### **Transfers from out of district**

If the child transfers into the district from another district in the state, the district provides the parents with a copy of the **procedural safeguards notice (Whose IDEA Is This?)** if the sending school district had not provided the parents with a copy during the current school year.

If the IEP team refers a child who transfers from another district in the state for additional evaluation, the evaluation is considered to be a reevaluation. The district must provide the **Prior Written Notice to the Parents PR-01** form and obtain written parental consent (**Parent Consent for Evaluation PR-05** form). See Evaluation – 6.5 Reevaluation.

### **11. Change of placement**

The district must provide the **Prior Written Notice to Parents PR-01** form after an IEP meeting, if the parents do not agree with the IEP team's proposed change of placement on the continuum of alternative placement options. The district may not change the child's placement until the parents consent to the proposed change of placement.

### **12. Change in the type and amount of services**

The district must provide the **Prior Written Notice to Parents PR-01** form after an IEP meeting, if the parents do not agree with the changes in the types and amount of services being proposed. The district may then proceed to implement the IEP.

### **13. Exit from special education**

The district must provide the **Prior Written Notice to Parents PR-01** form whenever a child exits special education. In addition, for a child whose eligibility for special education terminates because the child is graduating with a regular diploma or exceeding the age eligibility for special education, the school district must provide the child with a **summary of the child's academic achievement and functional performance**, which shall include recommendations on how to assist the child in meeting the child's postsecondary goals.

### **14. District refuses services requested by parents**

The district must provide the **Prior Written Notice to Parents PR-01** form to the parents any time the district refuses the request of the parents to provide special education and related services to the child.

### **15. District proposes/refuses to change disability category**

The district must provide the **Prior Written Notice to Parents PR-01** form to the parents any time the district proposes or refuses to change the child's disability category. The ETR and the documentation of eligibility can be considered a prior written notice if all the elements required in a prior written notice are present in the ETR and determination of eligibility.

### **16. Releasing personally identifiable information**

The district must obtain **written parental consent** prior to releasing any personally identifiable information about the child to any person or agency not entitled by law to see it, and to a representative of any participating agency that is likely to be responsible for providing or paying for transition services.

### **17. Destruction of personally identifiable information**

The school district must inform the parents when personally identifiable information collected, maintained and used is no longer needed to provide educational services to the child. The information must be destroyed at the request of the parents. However, a permanent record of a child's name, address, telephone number, grades, attendance record, classes attended, grade level completed and year completed shall be maintained without time limitation. This **notification may be in writing or provided verbally**. If provided verbally, the school district should document this notification in the child's education record.

**18. Transfer of parental rights**

One year before the child's 18<sup>th</sup> birthday, the district must notify both the child and the parents of the parental rights, under Part B, that will transfer to the child upon reaching the age of majority. The district also must provide the child with a copy of the **procedural safeguards notice (Whose IDEA Is This?)**. This notification is documented on the child's **IEP PR-07** form.

**19. Upon receipt of the first due process complaint or upon receipt of the first state complaint in the school year**

The school district must give the parents a copy of the **procedural safeguards notice (Whose IDEA Is This?)** upon receipt of the parents' first due process request. The Ohio Department of Education, Office for Exceptional Children gives the parents a copy of the **procedural safeguards (Whose IDEA Is This?)** upon the parents' filing of the first state complaint within the school year.

**20. Disciplinary change in placement**

Whenever a change of placement occurs due to disciplinary action, a copy of the **procedural safeguards notice (Whose IDEA Is This?)** and **Prior Written Notice PR-01** form must be provided.

**21. Revocation of consent (must be in writing)**

The district must provide the **Prior Written Notice to Parents PR-01** form if the parents of a child with a disability revoke consent in writing for the continued provision of all special education and related services. This notice must include:

- A summary of all of the supports and services the child will no longer receive, and any change in educational placement that will occur as a result of the revocation of consent.
- Statements that once the revocation takes effect, the district will not be considered to be in violation of its requirement to make FAPE available, is not required to convene an IEP meeting or develop an IEP, is not required to conduct a three year reevaluation, is not required to offer the child the discipline protections available under IDEA and is not required to amend the child's education records to remove any reference to the child's receipt of special education and related services.
- A statement that by revoking consent for special education and related services for the child, the parent is not waiving the right to request an initial evaluation or to receive services in the future.



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## Governing Authority Resolution June 13, 2022

Resolved, the Governing Authority hereby appoints Nancy Butts as EMIS Designee for the 2022-2023 school year.

Signed:

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Governing Authority President/Secretary/Presiding Officer





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## Governing Authority Resolution June 13, 2022

Resolved, that the Governing Authority has determined that the School cannot provide a summer food extension program due to financial reasons. The School shall communicate this to parents by posting information on the School's webpage prior to June 30, 2022.

Signed:

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Governing Authority President/Representative



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## Governing Authority Resolution June 13, 2022

Be it resolved that the Governing Authority approves attached addendum with a one-year extension to the agreement with Summit Academy Management. The addendum has been reviewed by the Governing Authority's counsel, Amy Goodson, Esq.

Signed:

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Governing Authority President/Representative

## MANAGEMENT AGREEMENT ADDENDUM

This addendum is made to the agreement between Summit Academy Secondary School – Canton and Summit Academy Management dated July 1, 2017, attached hereto.

- I. Amendment to Article I - Term. The attached management agreement is set to expire on June 30, 2022. Both parties desire to extend the agreement by one year to expire on June 30, 2023.

All other terms and conditions remain unchanged and in effect. This addendum is hereby incorporated by reference into the original agreement dated July 1, 2017, as if fully rewritten therein.

Signed:

Summit Academy Secondary School – Canton

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Summit Academy Management

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MANAGEMENT AGREEMENT**

**by and between the**

**Summit Academy Secondary School – CANTON**

**and**

**SUMMIT ACADEMY MANAGEMENT**

**Dated January 9th, 2017**

## Table of Contents

| <u>Article</u> |  | <u>Page</u> |
|----------------|--|-------------|
| Article I      | Term                                     | 4           |
| Article II     | Contracting Relationship                 | 4           |
| Article III    | Functions of SAM                         | 5           |
| Article IV     | Personnel and Training                   | 8           |
| Article V      | Obligations of Summit                    | 10          |
| Article VI     | Financial Arrangements                   | 10          |
| Article VII    | Additional Programs                      | 13          |
| Article VIII   | Termination of Agreement with Cause      | 13          |
| Article IX     | Proprietary Information                  | 14          |
| Article X      | Indemnification                          | 15          |
| Article XI     | Warranties and Representations           | 16          |
| Article XII    | Alternative Dispute Resolution Procedure | 16          |
| Article XIII   | Miscellaneous                            | 17          |
|                | Signatories                              | 18          |

## MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, between Summit Academy Management ("SAM"), an Ohio non-profit corporation, by and through its Board of Directors, located at 2791 Mogadore Rd, Akron, Ohio 44312, and the Summit Academy Secondary School – CANTON ("Summit" or "School"), an Ohio non-profit corporation, by and through its Board of Directors, located at 2400 Cleveland Ave. N.W., Canton, Ohio 44709.

### **RECITALS**

**Summit** is organized as an Ohio community school under the Ohio Revised Code ("Code"), Chapters 3314 and 1702. Ultimate authority over **Summit** is vested in its Board of Directors (the "Board"). The School was authorized to operate as an Ohio public community school when it entered into a Community School Contract ("Contract") with the ESCLEW ("Educational Service Center of Lake Erie West") ("Sponsor") to operate an Ohio community school, with the ESCLEW as the sponsoring body.

**SAM** was organized to support educational institutions, with a variety of educational services and products, and human resources administration, including school personnel and business management, curricula, educational programs, contract administration and technology. The products and services of **SAM** are designed to serve the needs of the organizations it serves.

**Summit** and **SAM** desire to enter into this Agreement, whereby **Summit** and **SAM** will work together to bring educational excellence and innovation to the State of Ohio, based on a mutual agreed upon school design, comprehensive educational program, and sound school and business principles and management methodologies.

In order to implement the educational program at the school, the parties desire to establish this arrangement for the management and operation of **Summit's** activities and functions.

THEREFORE, it is mutually agreed as follows.

## ARTICLE I

### TERM AND RENEWAL

This Agreement shall become effective July 1, 2017, and shall end on June 30, 2022 for so long as **Summit** has renewed its Contract or has entered into or is continuing to operate under any chartering school contract with an authorizing body (as defined under the Code), unless earlier terminated pursuant to Article VIII. This Agreement can be renewed for an additional five (5) year term (the “Renewal Term”) only upon the mutual written agreement of **Summit** and **SAM** no later than one hundred and eighty (180) days before the end of the Initial Term. The Initial Term and any Renewal Terms are sometimes herein referred to collectively as the “Term”.

## ARTICLE II

### CONTRACTING RELATIONSHIP

- A. Authority. **Summit** represents that it is authorized to contract and the Sponsor has approved **Summit**’s contracting with a separate entity to provide educational management services. **Summit** further represents that it has received its charter through the Sponsor to organize and operate a community school throughout the State of Ohio. **Summit** is therefore vested with all powers under the applicable law for providing the educational program contemplated by this Agreement. **SAM** represents that it is authorized by law and by its Board of Directors to enter into this Agreement and provide the services contemplated herein.
- B. Agreement. Acting under and in the exercise of its authority, **Summit** hereby contracts with **SAM**, and **SAM** agrees to provide certain specific functions relating to the management and operation of the school in accordance with the terms of this Agreement and in compliance with **Summit**’s Contract. **SAM** and **Summit** acknowledge that each has reviewed this Agreement and all related documents and that they shall comply with the terms and conditions set forth in this Agreement.
- C. Relationship and Status of the Parties. **SAM** is a separate Ohio non-profit corporation, and is not a division or a part of **Summit**. **SAM** has tax-exempt status under Section 501(c)(3)

of the Internal Revenue Code ("IRC") as a charitable and educational IRC Section 509(a)(3) supporting organization that is organized and operated to support its certain Summit Ohio Community Schools. **Summit** is an Ohio non-profit corporation and an entity authorized by the Code to be an Ohio public school, and is not a division or part of **SAM**. **Summit** has applied or will apply for tax-exempt status under Section 501(c)(3) of the IRC as a charitable and educational organization.

D. Designation of Agents. The Governing Authority of **Summit** designates the Directors of **SAM** as agents of the school having a legitimate educational interest solely for the purpose of entitling such persons access to education records under 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act ("FERPA").

### ARTICLE III

#### FUNCTIONS OF SAM

A. Responsibility. Except for those obligations and duties that are specifically reserved to **Summit** or its Governing Authority by Code Chapters 3314 and 1702 or the Contract, **SAM**, subject to the supervision of the Summit Board, has responsibility for and is obligated to take the actions and perform the obligations needed to operate Summit as an Ohio Community School.

At least one representative of **SAM** will meet with **Summit** at **Summit's** regularly scheduled Board meetings to account to **Summit** for the roles and responsibilities of **SAM** to manage the following areas, including but not limited to:

- Personnel and Human Resources Administration
- Program of Instruction
- Purchasing
- Strategic Planning
- Public Relations
- Financial Planning
- Recruiting
- Compliance Issues
- Budgets
- Contracts
- Equipment and Facility



- Such other reasonable responsibilities as **SAM** or Ohio Revised Code may deem necessary to carry out the obligations under the Contract

B. Educational Program. The educational program and the program of instruction shall be implemented by **SAM**. **SAM** shall provide all administrative and educational services of **Summit**. **SAM** shall be responsible for day-to-day supervision of the teaching staff and the day-to-day supervision of, or implementation of, the educational program of instruction. **SAM** shall be responsible for the following areas:

- Recruitment and Hiring of Educational Staff
- Professional Development of Educational Staff
- Management of day-to-day activities of Educational Staff
- Performance and Evaluation of Educational Staff
- Evaluate, recommend and oversee implementation of course and curriculum design
- Develop, maintain and administer all State mandated and other testing
- Parent education as deemed necessary
- Such other reasonable responsibilities as **SAM** may deem necessary to carry out the obligations under the Contract

C. Strategic Planning. **SAM** shall design and present strategic plans for the continuing educational success of **Summit** annually.

D. Public Relations. **SAM** shall design and manage the public relations strategy for the development of beneficial and harmonious relationships with other organizations, the community and the State of Ohio and its agencies and instrumentalities.

E. Grants and Fund Raising. Either **Summit** or **SAM** shall locate grants and potential sources for donations and shall recommend consultants or other entities to help with the same. All grants and private donations shall be applied for by **SAM** in the name of **Summit**, on behalf of **Summit**, or by **Summit** and received for the benefit of **Summit**. Unless otherwise agreed to between the parties and permitted under the terms of the donation or grant, all donations or grants, be they public or private, received for **Summit** shall be exclusively used for **Summit**.

F. Special Functions. The services **SAM** shall manage for **Summit** shall include but are not limited to the following:

## Operational Services

### 1. Financial Management

- Revenue and cash management
- Manage and monitor invoices for the sponsor
- Coordinate monthly budgets and financial reports to the Board of Directors of **SAM** and Governing Authority of **Summit**
- Coordinate yearly audits
- Manage banking relationships
- Select benefit packages for **Summit** staff

### 2. Compliance Management

- Student enrollment reports
- **SAM** will generate the annual report to the State of Ohio and help manage any and all audits
- Budgets/financial plans
- Reports to the Sponsor (including EMIS)
- Policies for the Governing Authority and for **Summit**
- Such other reasonable responsibilities as **SAM** may deem necessary to carry out the obligations under the Contract

### 3. Management of Equipment/Furniture/Property

- Select phone system, furniture, office machines, computers and other equipment procurement
- Negotiate and arrange for leases or purchase agreements
- Inventory and manage all equipment and property
- Maintain Building Code compliance
- Such other reasonable responsibilities as **SAM** may deem necessary to carry out the obligations under the Contract

### 4. Other

- Administrative services management
- Day-to-day management of non-teaching staff
- Professional development not related to teaching
- Management of all contracts and purchased services, including, but not limited to legal and accounting services
- Such other reasonable responsibilities as **SAM** may deem necessary to carry out the obligations under the Contract

G. Subcontracts. To fulfill its obligations under this Agreement, **SAM** may contract with others to provide services or goods for **Summit**, and **SAM** reserves the right to subcontract or to

recommend the subcontract of any and all aspects of all services it agrees to manage for **Summit** including without limitation, payroll, fiscal services and/or any technology related services.

H. Place of Performance. **SAM** shall operate the school at the location approved in the Contract or in such other location as is subsequently approved by the Sponsor. **SAM** may perform its other functions at any location designated by it within the State of Ohio.

I. Student Recruitment. **SAM** shall be responsible for the recruitment of students subject to general recruitment and admission policies. Application by or for students shall be voluntary and shall be in writing. On-line enrollment and signatures may qualify as a valid writing. Students shall be selected in accordance with the procedures set forth in **Summit's** Contract, and in compliance with Ohio Revised Code. **Summit** agrees to cooperate fully with all recruitment efforts.

J. Legal Requirements. **SAM**, in cooperation with **Summit**, shall assist **Summit** in meeting federal, state and local laws and regulations, and the requirements imposed under the Ohio Revised Code and the Contract.

K. Rules and Regulations. **SAM** shall recommend changes in policies, rules, and regulations as directed by the ORC, ODE, and/or sponsor to **Summit** and is authorized and directed to enforce such policies, rules, and regulations adopted by **Summit** or by its Contract.

L. Grades and Student Population. **SAM** shall make the recommendation to **Summit** concerning limiting, increasing or decreasing the number of grades offered and the number of students served per grade or in total. **Summit** and/or **SAM** shall obtain the Sponsor's approval of any such change before it is implemented.

## ARTICLE IV

### PERSONNEL AND TRAINING

A. Personnel Responsibility. **SAM** shall select and hire all teaching staff and evaluate, assign, discipline and transfer and terminate the teaching personnel consistent with state and federal law. **SAM** may remove, with reasonable cause, or if a staff member is an at-will

employee of **SAM** with any or no cause, any staff member, so long as consistent with state and federal law.

B. School Superintendent. **SAM** shall select the superintendent or educational leaders of **Summit** and establish employment terms. **SAM** shall hold such persons accountable for the successful education of the students of **Summit**.

C. Teachers. Prior to the commencement of and during each school year, **SAM** shall determine the subjects to be taught in the upcoming school year and shall determine the number of and provide the teachers required for the operation of **Summit**. **SAM** will select, hire and hold accountable the teachers of **Summit**. Teachers may work at **Summit** on a full- or part-time basis. If assigned to **Summit** on a part-time basis, such teachers may also work elsewhere as long as such other work is also part-time and does not interfere with their work at **Summit**, at the sole judgment of **SAM**. Each teacher assigned to **Summit** shall hold a valid teaching certificate issued by the State Board of Education of Ohio or meet the Code's, requirements for non-certified teachers.

D. Support Staff. Prior to the commencement of and during any school year, **SAM** shall determine the number and functions of and provide support staff required for the operation of **Summit**.

E. Employer of Personnel. The personnel who perform services at **Summit** shall be employees, subcontractors or service providers of **SAM** and contingent upon the payment of the Fee pursuant to Article VI, their compensation shall be paid by **SAM**. For purposes of this Agreement, compensation shall include, to the extent required by law, salary, fringe benefits, and payments into State Retirement Systems or city, state and federal tax withholdings and all other legitimate and reasonable related expenses.

## ARTICLE V

### OBLIGATIONS OF SUMMIT

**Summit** shall exercise good faith and its best efforts in the consideration of the adoption of the recommendations of **SAM** including, but not limited to, recommendations concerning policies, rules, regulations, procedures, curriculum, budgets, fund raising, public relations, and school entrepreneurial affairs. **Summit** shall cooperate with **SAM** in all of **SAM**'s obligations hereunder.

## ARTICLE VI

### FINANCIAL ARRANGEMENTS

- A. The school shall employ or contractually engage a licensed fiscal officer or obtain by resolution a waiver from the sponsor to designate a licensed fiscal officer. The school's Governing Authority and licensed fiscal officer shall incorporate and follow all budgetary and financial statements, reports, and policies of the Governing Authority. The school shall submit to the Governing Authority for review and approval, all employment agreements, contractual engagements and waiver requests to obtain a fiscal officer or attorney, prior to the schools' adoption or approval of any such agreement, contract or waiver.
- B. Payment. **Summit** shall transfer to **SAM** the revenues (the "Fee") consisting of all start-up grants, state and federal per pupil allocations, transportation, technology or other operational funds, including private donations, endowments or grants, whether applied for by **Summit** or **SAM**. Such money shall be used to accomplish **SAM**'s duties hereunder and for reasonable compensation for **SAM** and all employees of **SAM** hired to work for **Summit**. If **Summit** has incurred a debt that **SAM** is obligated to pay, in whole or part, pursuant to this Agreement, **SAM**, in its sole discretion, may allow the payment of such debt to be made directly to the indebted party from **Summit**'s revenues, before the transfer of the revenues to **SAM**.

The parties acknowledge and agree that, as part of the Fee, **SAM** will supply all property necessary to operate **Summit**, including but not limited to facilities, furniture, equipment,

technology, and supplies. All such property purchased by SAM for use in the operation of Summit, that SAM purchases on or after February 1, 2016 using the proceeds of State funds the School paid or pays to SAM for services rendered by SAM, shall be the property of Summit to the extent Summit's ownership of the property is expressly mandated by the Ohio Revised Code. In all other circumstances, all property supplied by SAM to Summit shall be exclusively owned or leased by SAM) unless otherwise agreed upon between the parties in writing. SAM shall also grant to Summit the right to use any and all property owned or leased by SAM, whether real or personal, for no additional consideration. Summit agrees that it will execute any and all documents that SAM may reasonably deem necessary to evidence such grant of the right to use such property, including without limitation a lease for any real property owned or leased by SAM. SAM, in its sole discretion, shall use such property to fulfill its obligations under the Agreement, or, to use the property to support other SAM-managed programming, so long as SAM has met its obligations hereunder to provide facilities and equipment to Summit.

C. Expenses to be Covered by SAM. From the Fee, pursuant to Article VI, part B above, SAM shall be responsible for payment of the following costs and expenses incurred under this Agreement, including without limitation:

1. All wages, compensation and expenses of SAM including but not limited to those for the superintendent, educational leaders, president, treasurer, assistants, administrators, clerical staff, teachers and janitorial services;
2. Workers' compensation or other insurance including, but not limited to, any necessary directors and officers liability insurance or premises liability insurance;
3. All costs to accomplish the obligations of SAM pursuant to Article III above;
4. Attorney, accounting or other professional fees necessitated by or advisable to carry out the obligations of SAM pursuant to Article III above;
5. All other costs allocated to Summit in this Agreement;
6. SAM office expenses and supplies;
7. The cost of all services of the Sponsor, if any.
8. Leases or payments to service debt for equipment and offices or facilities owned or leased by SAM and used by Summit, or the costs and expenses necessary to

otherwise provide **Summit** with the equipment, offices and facilities needed to fulfill its obligations and duties under the Contract; and

9. Travel, lodging and other expenses incurred pursuant to services rendered for **SAM**.

The expenses to be covered by **SAM** are, however, subject to the payment provisions of Article VI, part B above.

D. Expenses to be Covered by **Summit**. **Summit** shall be responsible for payment of expenses for fund raising and grant writing accomplished by **Summit**, if not approved by **SAM**.

E. Other Schools. **Summit** acknowledges that **SAM** may enter into similar management agreements with other public Ohio community schools or mission related activities. **SAM** shall separately account for all income received and expenses incurred on behalf of **Summit** and any other school or schools. If **SAM** incurs expenses or receives income which it is unable to precisely allocate, then **SAM** shall allocate the same among all community schools it manages on a prorated basis, based on the number of students enrolled or upon such other equitable basis acceptable to the parties and the Auditor of the State of Ohio.

F. Financial Reporting of **SAM**. **SAM** shall provide **Summit** and its Board with:

1. Each fiscal year, a proposed and projected annual budget will be subject to the approval of the **Summit** Board;
2. Statements of all revenues received with respect to **Summit**, and statements of all direct expenditures for services rendered to or on behalf of **Summit**;
3. Consultation on annual audits in compliance with state law and regulations showing the manner in which funds are spent at **Summit**. The cost of all audits will be paid by **SAM**;
4. Reports on **Summit** operations and finances on a regular basis and other information on a reasonably requested basis to enable the Board to monitor the performance of **Summit** and the efficiency of **SAM**'s management of **Summit**;
5. A reasonable opportunity to inspect, examine, audit and otherwise review the books, records, accounts, ledgers and other financial documents of **SAM** to the extent that they relate to or otherwise pertain to activities of **Summit**.
6. **SAM** shall provide annually to the Governing Authority of **Summit**; a list of updated assets the company has purchased for the school in the current school

year, as well as a list of property and assets owned by Summit and property and assets owned by SAM. SAM will deliver the report in August of each year.

7. At the annual meeting for SAM;  
The designated licensed fiscal officer of SAM will present annual budget recommendations and assumptions.

Financial Reporting of Summit. Summit shall provide SAM with statements of all funds received by Summit from grants applied for by Summit, donations or endowments and statements of all expenditures and investments made with such funds.

## ARTICLE VII

### ADDITIONAL PROGRAMS

The services provided by SAM to Summit under this Agreement consist of all management responsibilities during the school year. With the prior approval of the Summit Board, SAM may establish additional programs including, but not limited to, parent, adult, or community education and pre-kindergarten, on such terms and conditions as SAM determines.

## ARTICLE VIII

### TERMINATION OF AGREEMENT WITH CAUSE

A. Termination by SAM. SAM may terminate this Agreement with cause, prior to the end of the Initial Term, or during any Renewal Term, in the event that Summit fails to remedy a material breach of this Agreement no earlier than ninety (90) days after written notice from SAM, or upon the end of the then current education year, whichever is sooner. A material breach may include, but is not limited to, failure to make payments to SAM as required by this Agreement, failure of the State of Ohio to adequately fund the operations of Summit, or Summit's failure to adhere to the personnel, curriculum, program, or fulfill the required governance mandates or similar recommendations of SAM that materially impact SAM's ability to carry out this Agreement or comply with the Contract.



B. Termination by Summit. Summit may terminate this Agreement no earlier than ninety (90) days with written notice to SAM, or upon the end of the then current education year, whichever is sooner, upon the occurrence of any of the following:

1. If Summit shall cease to be approved by the Sponsor as an Ohio Community School and SAM cannot secure another sponsor; or
2. In the event that SAM shall be guilty of a felony or fraud, gross negligence, or other act of willful or gross misconduct in the rendering of services under this Agreement; or
3. In the event that SAM fails to remedy a material breach of its duties or obligations under this Agreement within one hundred and eighty (180) days after written notice of the breach is provided to SAM by Summit.
4. In the event that SAM fails to remedy, within thirty (30) days written notice by Summit to SAM, a violation of any of its obligations under Ohio Revised Code Section 3314 including but not limited to, and specifically sections 3314.024, 3314.0210 and 3314.032.

C. Change in Law. If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party or carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement and if the parties are unable or unwilling to renegotiate the terms within ninety (90) days after the notice, the party requiring the renegotiation may terminate this Agreement upon thirty (30) days further written notice.

D. Termination or Expiration. Upon expiration or termination of this Agreement, SAM shall have the right to reclaim any usable property or equipment including without limitation, copy machines or computers, that were paid for by SAM if purchased prior to February 1, 2016, whether from the Fee or by separate funds, or to claim the depreciation cost of such equipment. Fixtures to the extent required by any lease with the building owner, and building alterations shall become the property of the building owner, if required pursuant to any lease. Equipment leased by SAM to Summit, if any, must be returned to SAM, at SAM's discretion. Equipment and facilities that Summit, has allowed SAM to use as a part of its Fee, if any, shall be returned to Summit.

## ARTICLE IX

### PROPRIETARY INFORMATION

To the extent that materials, documents or ideas were, or are, owned, designed, developed, formulated, written by or created by **SAM**, **Summit** agrees that **SAM** shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials provided by **SAM**, its employees, members, Board of Directors, officers or subcontractors. **Summit** shall have the right to use such materials during the term of this Agreement. To the extent materials, documents or ideas were formulated by, written by or created by **SAM**, **SAM** shall have the sole and exclusive right to license such materials for use by other schools, districts, public schools, customers or other persons or entities or to modify and/or sell materials. **Summit** shall treat any proprietary information owned, designed, developed, written or created by **SAM** as though it were a trade secret or protected by copyright, and shall use efforts as may be reasonably requested by **SAM** in writing to refrain from disclosing, publishing, copying, transmitting, modifying, altering or utilizing such proprietary information during the term of this Agreement or at any time after its expiration other than to the extent necessary for implementation of this Agreement. **Summit** shall require that no **Summit** personnel, officer, director, or agent disclose, publish, copy, transmit, modify, alter or utilize the propriety information of **SAM**.

## ARTICLE X

### INDEMNIFICATION

**Summit** covenants and agrees that it will indemnify and hold **SAM**, and all of its officers, Board of Directors, members, agents, subcontractors, and employees harmless for any claims, losses, damages, costs, charges, expenses, liens, settlements of judgments, including interest thereon, whether to any person, including employees and subcontractors of **SAM**, or property of both, by reason of any negligence or omission on the part of **Summit** arising directly

out of or in connection with **Summit**'s performance under this Agreement, to which **SAM** or any of its officers, Board of Directors, members, agents, subcontractors, or employees may be subject or put, including but not limited to those related in any way to **Summit**'s failure to follow the recommendations of **SAM**. **Summit** shall not be liable to indemnify **SAM** or any of its officers, Board of Directors, members, agents, subcontractors, or employees for damages directly caused by or resulting from the sole negligence of **SAM** or any of its Board of Directors, officers, members, agents, subcontractors, or employees.

**SAM** covenants and agrees that it will indemnify and hold **Summit** and all of its officers, Board of Directors, agents and employees harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person, including employees of **Summit**, or property or both, by reason of any negligent act or omission on the part of **SAM**, arising directly out of or in connection with **SAM**'s performance, under this Agreement, to which **Summit** or any of its officers, Board of Directors, agents or employees may be subject or put. **SAM** shall not be liable to indemnify **Summit** or any of its officers, Board of Directors, agents or employees for damages directly caused by or resulting from the sole negligence of **Summit** or any of its officers, Board of Directors, agents or employees.

## ARTICLE XI

### WARRANTIES AND REPRESENTATIONS

**Summit** and **SAM** each represent to the other that it has the authority under law to execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will take all steps reasonably required to implement this Agreement. **Summit** and **SAM** mutually warrant to the other that, to its knowledge, there are no pending actions, claims, suits or proceedings, threatened or reasonably anticipated against or affecting it, which, if adversely determined, would have a material adverse affect on its ability to perform its obligations under this Agreement.

## ARTICLE XII

### ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Any and all disputes between the parties concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be submitted to mediation, if approved by each party, or to non-binding arbitration. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons, including one person who is selected or recommended by each of the disputing parties and one person recommended by the Sponsor or a similar neutral body. The arbitration shall be conducted in accordance with the local Bar Association arbitration or mediation rules in Akron, Ohio or Columbus, Ohio with such variations as the parties and arbitrator unanimously accept. All arbitrators' fees shall be split equally between the parties attempting to resolve the dispute.

## ARTICLE XIII

### MISCELLANEOUS

- A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between **Summit** and **SAM**.
- B. Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, or act of God, sabotage, accident, or any other casualty, or similar cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- C. Notices. All notices, demands, requirements and consents under this Agreement shall be in writing, shall be delivered to each party and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the another party:

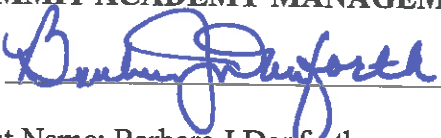
If to **SAM**:  
Summit Academy Management  
2791 Mogadore Road  
Akron, Ohio 44312  
Attn: Board of Directors

If to **Summit**:  
Summit Academy Secondary School – CANTON  
2400 Cleveland Ave NW  
Canton, Ohio 44709  
Attn: Board of Directors

- D. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement. Such invalidated covenant, phrase or clause shall be replaced or the remaining provisions construed so as to represent the parties' original intent as nearly as possible.
- E. Successors and Assign. This Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- F. Entire Agreement. This Agreement is the entire agreement between the parties relating to the services provided and the compensation for such services.
- G. Non-waiver. No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.
- H. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party, provided, **SAM** may without the consent of the Board delegate the performance for such duties and obligations of **SAM** specifically set forth herein.
- I. Survival of Termination. All representations, warranties and indemnities made herein shall survive termination of this Agreement.
- J. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the effective date first written above.

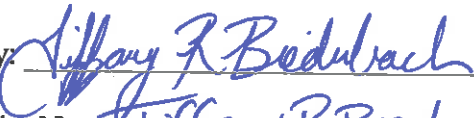
**SUMMIT ACADEMY MANAGEMENT**

By: 

Print Name: Barbara J Danforth

Title: CEO

Date: January 13, 2017

By: 

Print Name: Tiffany R Biedenbach

Title: School Board President

Date: 1-9-17

By: 

Print Name: Karen A Combs

Title: Director of Compliance

Date: January 9, 2017



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## Governing Authority Resolution June 13, 2022

Resolved, the Governing Authority acknowledges that the School's fiscal officer presented the School's plan for the use of Federal IDEA Part B and ARP IDEA Part B funds for the 2022-2023 school year during the Governing Authority's public meeting on the date listed above, that the public was notified prior to the meeting, and that the public was provided the opportunity to hear and comment on the School's plan during the meeting.

Signed:

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Governing Authority President/Representative



### **Board Meeting Public Notice- Parent/Community Participation for Special Education Federal Funding**

Parents/community members are invited to participate in planning for use of federal funds to aide special education needs.

**IDEA-B funds:** Addresses needs of students with disabilities (SWD). We direct funds to staff that provide instruction/support specific to the needs of our students. 15% of funds are used to support Comprehensive Early Intervening Services and PD to provide additional academic/behavioral support for general education students. **Special Education Staff – Special Education Certified Teacher**

- .89 FTE Intervention Specialist position
- .18 FTE Comprehensive Early Intervention Service Plan Coordinator services

Supplies for Protocols/testing and therapeutic materials are the focus for SWD needs.

**ARP IDEA-B funds:** This is a new COVID fund that allows items eligible under IDEA-B. We have completed an analysis of needs that have arisen in our population of students with disabilities and determined the best use of these funds is to acquire more supplies for our related service providers to use and meet the following needs:

-Gross and fine motor skill deficits resulting from a lack of in-person instruction and repeated supervised practice of these skills

-Sensory needs that have surfaced due to being in a school environment that is much more stimulating than the students have become used to in a home environment

-Social/Emotional needs that are part and parcel of being in a larger social setting, than many students were able to experience during the earlier phases of the pandemic

-Pragmatic language needs have become more apparent, particularly with our younger children as they adjust to new routines and environments; children in primary grades have been particularly affected as the pandemic impacted critical early years of formal education

-Communication deficits have become more apparent as students are interacting with many new people.





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## Governing Authority Meeting Public Notice

**Date:** Monday, June 13, 2022  
**Time:** 6:30PM  
**Location:** Virtual

The Governing Authority of Summit Academy Secondary School – Canton has scheduled a special governing authority meeting to be held virtually at the above listed date and time. As part of the meeting, the School's fiscal officer or designee will present information regarding the School's plans to use Federal IDEA Part B, and ARP IDEA Part B funds during the 2022-2023 school year. A public forum will follow the presentation with an opportunity for public comment.

In addition, the following matters will be on the agenda with possible action taken:

- Sponsor Contract Modification
- Annual Review of the School's Parent/Family Engagement in Title I Programs and Parental Involvement and Use of Evidence Based Research Policies
- Annual Review of the Ohio Dept. of Education's Special Education Model Policies and Procedures
- Appointment of an EMIS Designee for the 2022-2023 school year.
- Summer Food Program
- Extension of Management Agreement

The meeting is open to the public and may be accessed via the information and link below.

## Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 234-901-0306,,65126463#](#) United States, Akron

Phone Conference ID: 651 264 63#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)