

**SPONSORSHIP CONTRACT**  
**FOR**  
**OHIO COMMUNITY SCHOOL**

This **CONTRACT** is entered into by and between the **Educational Service Center of Lake Erie West** (ESCLEW or Sponsor) and **Summit Academy School for Alternative Learns – Warren Middle and Secondary** (Governing Authority or School), an Ohio public community school, by and through its Governing Authority.

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

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

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

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

**ARTICLE I**  
**Continuation of Community School**

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

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

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

1.3 **Tax Exempt Status.** The School may, but is not required to, qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. Should the School so qualify, a copy of its federal tax-exempt status determination letter must be forwarded to the Sponsor. Any change in tax status of the School must be reported in writing to the Sponsor within five (5) business days after knowledge thereof by the School, with a copy of any documentation and official/governmental notices or letters.

1.4 **Corporate Documents.** Attached as **Attachment 1.4** are the Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Employer ID Number, Code of Regulations,

IRS Determination Letter (if any), Mission Statement, and Organizational Chart of the School. Any changes or updates to any of these documents must be reported in writing to the Sponsor within five (5) business days of the effective date of such changes, along with a copy of all documentation and filings.

1.5 Intentionally left blank.

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

- (a) Monitor the School’s compliance with all laws applicable to the School and with the terms of this Contract;
- (b) Monitor and evaluate the academic and fiscal performance and the organization and operation of the School on at least an annual basis, which evaluation shall be based on the performance requirements set forth in **Attachment 11.6**, state report cards, and any other analysis conducted by the Ohio Department of Education and Workforce (DEW) or the Sponsor and shall be reported on an annual basis to the DEW and to the parents of students enrolled in the school;
- (c) Review the financial and enrollment records of the school at least once per month with the Governing Authority or Fiscal Officer and provide a written report regarding the review within ten (10) days after the review;
- (d) Provide technical assistance to the School in complying with this Contract and with applicable laws, provided, however, that Sponsor shall not be obligated to give legal advice to the School;
- (e) Offer other activities, as determined by the Sponsor, specifically designed to benefit the School;
- (f) Take steps to intervene in the School’s operation to correct problems in the School’s overall performance, declare the School to be on probationary status pursuant to R.C. 3314.073, suspend operation of the School pursuant to R.C. 3314.072, or terminate or non-renew this Contract pursuant to R.C. 3314.07, as determined necessary by the Sponsor;
- (g) Establish a plan of action to be undertaken if the School experiences financial difficulties or closes before the end of the school year, which plan shall be set out by the Sponsor as and when financial difficulties arise in a customized tailored manner to address the source of difficulties; and
- (h) Report on the amounts and types of expenditures made to provide monitoring, oversight, and technical assistance to sponsored schools, pursuant to the specific requirements of R.C. 3314.025.

## **ARTICLE II**

### **Governing Authority/Administration**

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

which case only a BCI check must be repeated. Results must be submitted to the Sponsor within thirty (30) days of the expiration of the previously completed background check.

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

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

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

The School and Sponsor agree and state that, pursuant to 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA) and 34 C.F.R. 99, the Sponsor is an authorized representative of a state educational authority and that the School is permitted to disclose to the Sponsor personally identifiable information from an education record of a student without parental consent (or student consent, where applicable) and that the Sponsor is authorized by federal, state, and local law to conduct audits, compliance evaluations, and enforcement activities of federal and state supported education programs. Accordingly, the School agrees to grant to Sponsor’s employees full and complete access as defined hereinafter to “education records,” as defined by FERPA, and all documents, records, reports, databases, and other information made available to or maintained by the School or its agent(s) (including educational management companies) that are reportable to the DEW or its agencies or to the Ohio Auditor of State. Such information shall include, but is not limited to, the School Options Enrollment System (SOES) and the Education Management Information System (EMIS). “Full and complete access” shall include the ability to inspect and copy paper and electronic documents at the School. The School or its agent(s) shall provide usernames and passwords where applicable to enable Sponsor to have remote self-service access, in read-only format.

The Sponsor agrees to comply with FERPA and the regulations promulgated thereunder. The Sponsor warrants that it uses reasonable methods to limit Sponsor employee access to only those records in which it has legitimate educational interests and that, as required by law, the Sponsor will destroy the educational records when no longer needed for the purposes outlined in this Contract or otherwise needed under state or federal law or any applicable court order, unless required by law to keep them in order to finally close the School.

- 2.6 **Power of Attorney.** The Governing Authority hereby grants to the Sponsor a power of attorney to carry out all provisions of applicable law and this Contract on behalf of the Governing Authority, should it become necessary, in the Sponsor’s reasonable opinion and subject to Ohio Open Meetings law, to appoint a new Board of Directors for cause, for abandonment of duties, or for breach of this Contract. The Governing Authority confirms its consent to this power by signing below and shall execute and deliver to the Sponsor all agreements and other documents that the Sponsor reasonably shall deem necessary or appropriate to comply with this subparagraph. Upon any failure by the Governing Authority promptly to comply with the requirements of this subparagraph, the Sponsor shall be entitled to an order of specific performance from a court of law, ordering the Governing Authority to comply. In addition, any failure by the Governing Authority promptly to comply with the requirements of this subparagraph shall be good cause for

termination of this Contract. In order to effectuate this provision, the Code of Regulations of the School must contain a provision allowing the Sponsor to appoint and/or dismiss Directors, if the Sponsor deems necessary at its discretion.

- 2.7 **General Training.** The Chief Administrative Officer, or appropriate representative, shall participate regularly in training provided by the Sponsor and by the DEW, or by the approved or affiliated organization of any of the preceding entities. The Chief Administrative Officer, Fiscal Officer, other administrative employees of the School, and all individuals performing supervisory or administrative services for the School under a contract with the operator, if any, shall complete training on an annual basis on public records and open meetings law.
- 2.8 **Technical Assistance and Training by Sponsor.** The Sponsor shall provide reasonable technical assistance and training to the School and its staff at such times and to the extent that the Sponsor deems appropriate or as required by law. The Governing Authority or its administrators have an obligation to attend training and receive technical assistance at the direction of the Sponsor.

### **ARTICLE III Operations**

- 3.1 **Student Transportation.** The Governing Authority will arrange for or provide transportation of students in accordance with all laws, rules, and regulations, including to and from career technical programs or curricular or extracurricular field trips.
- 3.2 **Management by Third Party Operator.** If the Governing Authority enters into a contract for management or operation of the School and its curriculum and operations, such fully-executed contract shall require prior written approval of the Sponsor and incorporation as **Attachment 3.2**. The School shall employ an attorney, who shall be independent from the operator, for any services related to the negotiation of the School's contract with the operator or if the operator and School should become adverse to each other in any particular matter.

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

- 3.3 **Non-Sectarian.** The School shall be non-sectarian in its programs, admission policies, employment practices, and all other operations, and it shall not be operated by a sectarian school or religious institution.
- 3.4 **Disposition of Assets.** In the event that this Contract is (a) suspended and terminated, (b) not renewed and not reassigned to or sponsored by another authorized sponsor, or (c) the School dissolves, the operation of the School will cease as a community school. The following requirements and procedures apply regarding the Governing Authority and the School:

- (a) Regarding employees:
- (1) If there is a collective bargaining agreement that applies, the layoff or other provisions of the collective bargaining agreement shall be followed.
  - (2) In the absence of a collective bargaining agreement, the School may elect to treat employees as laid-off or a reduction in force. Expiring employee contracts may be non-renewed. The School shall follow the plan for disposition of employees as detailed in **Attachment 8.2**.
- (b) Upon termination of this Contract, by law or by these contract provisions, or, upon dissolution of the Ohio non-profit corporation that operates the School, all equipment, supplies, real property, books, furniture, or other assets of the School shall be distributed in accordance with R.C. Chapter 1702, 3314.015(E), and 3314.074, subject to and in accordance with any other applicable laws, rules, or regulations.
- (c) The School shall comply with and cooperate with the closing requirements summarized on **Attachment 3.4** and all other required procedures, including any DEW Closing Procedure Guidance at the pertinent time, even if listed as requirements of the Sponsor. The Governing Authority and the licensed School Treasurer shall stay in their positions until the closing of the School and the final audit is completed.
- 3.5 **Commencement of School Operations.** The School shall open for operation not later than September 30 of each school year, unless the mission of the School is solely to serve dropouts or unless Sponsor is rated exemplary for two or more consecutive years. If the School fails to open within one (1) year after the execution of this Contract, this Contract may be deemed void.
- 3.6 **Policies and Parent Surveys.** Upon request, the School shall send to Sponsor copies of policies and handbooks, including its parent and foster caregiver involvement policy, and if applicable any parent survey measuring parent satisfaction with the operation of the School.

#### **ARTICLE IV Compliance with Laws**

- 4.1 **Compliance with Ohio Laws.** The School shall comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0714 (as stated in 3314.17), 3301.0715, 3301.0729, 3301.948, 3302.037, 3313.472, 3313.50, 3313.539, 3313.5310, 3313.5318, 3313.5319, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.6025, 3313.6026, 3313.6028, 3313.6029, 3313.643, 3313.648, 3313.6411, 3313.6413, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.669, 3319.6610, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.7117, 3313.721, 3313.80, 3313.801 (unless the School is an internet- or computer-based school), 3313.814, 3313.816, 3313.817, 3313.818, 3313.819, 3313.86, 3313.89, 3313.96, 3319.238, 3319.073, 3319.077, 3319.078, 3319.0812, 3319.318, 3319.321, 3319.324, 3319.39, 3319.393, 3319.391, 3319.41, 3319.46, 3320.01, 3320.02, 3320.03, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3321.191 (unless the School is an internet- or computer-based community school that does not qualify for a dropout prevention and recovery report card, in which case the School must comply with 3314.261), 3322.20, 3322.24, 3323.251, 3327.10, 4111.17, 4113.52, 5502.262, 5502.703, and 5705.391, Chapters 117., 1347., 1702., 2744., 3314., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code as if it were a school district. Unless prohibited by the United States Constitution, the Ohio

Constitution, or other controlling law, the School will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended.

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

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

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

The School shall comply with R.C. 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3313.6114 as qualified by R.C. 3314.03(A)(11)(f) and outlined in section 6.11 below.

If the School is a recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 14005 and 14006 of the “American Recovery and Reinvestment Act of 2009,” the School will pay teachers based on performance in accordance with R.C. 3317.141, will comply with R.C. 3319.111 as if it were a district, and will adhere to the provisions agreed to in its Race to the Top Memorandum of Understanding (Phase II) with the DEW, including the requirement to adopt and implement comprehensive evaluation systems for principals consistent with the Ohio Principal Evaluation System (OPES) framework.

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

- 4.2 **Compliance with Other Laws.** The School and the Governing Authority may carry out any act or ensure the performance of any function that is in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, rules, or orders, or this Contract. The School is not exempt from federal laws, rules, and regulations, or Ohio laws, rules, or orders granting rights to parents. The School specifically acknowledges that federal laws, rules, and regulations apply to its operation, including but not limited to those concerning federal grants.
- 4.3 **In-Service Training.** Each person employed to work in the School as a nurse, teacher, counselor, school psychologist, or administrator shall complete a minimum of four (4) hours of in-service training at least once every two (2) years. In-service training shall include training on the School’s harassment, intimidation and bullying policy; child abuse prevention and intervention; school safety and violence prevention; dating violence prevention; substance abuse prevention; the promotion of positive youth development; and youth suicide awareness and prevention.

## **ARTICLE V Facilities**

5.1 **Location of Facilities.** The facility to be used for the primary location of the School will be maintained at **1461 Moncrest Drive Northwest, Warren, Ohio 44485**. The School may not open any additional facility without the prior written approval of Sponsor, completion of all required opening assurances, and modification of this Contract. The School agrees to comply with all laws, rules, and regulations concerning multiple facilities. All facilities are described on **Attachment 5.2**.

5.2 **Lease or Purchase.** Any lease or use of any School facility must be documented in writing. If any School facility has been or will be leased, the lease shall not be signed unless it is consistent with the budget approved by the Governing Authority. The Governing Authority shall not enter into a lease with the operator of the School, if any, for any parcel of real property until an independent professional in the real estate field verifies via addendum (“operator addendum”) that the lease is commercially reasonable at the time of signing. Every lease must contain a governmental fund-out clause. A copy of the fully executed lease and all subsequent amendments, modifications, or renewals thereof, must be provided to the Sponsor within five (5) business days of execution.

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

The facility will not be changed without prior written consent of the Sponsor, which consent will not be unreasonably withheld. The School shall provide the Sponsor any requested information to assess the adequacy of the facilities. Sponsor may object to location of a proposed facility based on a business reason or an otherwise reasonable basis, but is not obligated to control or direct the marketing or facilities decisions of the School. The Sponsor shall not be liable for the debts or obligations of the School. A detailed description of the facilities, as well as costs, operator addendum, and related parties of any lease or mortgage, is attached as **Attachment 5.2**.

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

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

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



## **ARTICLE VI**

### **Educational Program**

- 6.1 **Enrollment.** The School will provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The School may serve grades eight through twelve. The School may not add or remove grades without the prior approval of the Sponsor and modification of this Contract. The School agrees to be compliant with the maximum number of people allowed per room and/or per facility as stated on the Certificate(s) of Occupancy provided to the School by the local building department. An involuntary and material decrease in enrollment may be a sole good cause for nonrenewal, suspension, or termination at the discretion of the Sponsor. A material decrease in enrollment for purposes of this Section 6.1 shall be an unplanned decrease not pre-approved by Sponsor of (i) below twenty-five (25) students, or (ii) thirty percent (30%) or greater decrease from the average enrollment figures of the prior four (4) or more school operating (open for students) months.

If the School operates as an internet- or computer-based community school, the School shall comply with applicable enrollment limits as prescribed by R.C. 3314.20.

- 6.2 **Continuing Operation.** The School agrees to continue operation by teaching the minimum number of students permitted by law. Failure to continue operation without interruption is grounds for termination of this Contract. The School may only make a material change to the school calendar upon written notification to the Sponsor. A material change shall be defined as any change of five (5) business days or more, either consecutively or cumulatively. If the School temporarily ceases operation for any reason, time is of the essence in resuming and continuing operation.

- 6.3 **Education Plan.** The School's education plan, including the School's mission, philosophy, the characteristics of the students the School expects to attract, the ages and grades of students, focus of the curriculum, and instructional methods, is attached as **Attachment 6.3**. The educational plan must show how the School's curriculum is aligned with Ohio Content Standards. The education plan in **Attachment 6.3** must include all classroom-based and non-classroom-based learning opportunities, which comply with the criteria for student participation established in R.C. 3314.08(H)(2). ESCLEW specifically authorizes "learning opportunities" to include educational opportunities provided by the School during suspension of the School's students, as well as any opportunities provided for in a Credit Flex or College Career Plus program of the School. **Attachment 6.3** shall detail any blended learning, preschool, internet- or computer-based, or approved 22+ Adult High School Diploma program requirements, and it shall indicate whether the School is planning to seek designation as a STEM school equivalent under R.C. 3326.032.

If the School operates as an internet- or computer-based community school, the School shall use a filtering device or install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. All necessary filtering devices or software shall be provided to students at no cost to the student. The Sponsor will provide a representative within fifty (50) miles of the internet- or computer-based school's central base of operations to provide monitoring and technical assistance. **Attachment 6.3** shall detail the filtering devices and procedures used by the School to visit with students.

The School will annually prepare and submit to the Ohio Department of Education and Workforce any required reporting regarding the School's provision of education.

- 6.4 **Academic Proficiency and Achievement Assessments.** The School must administer all required statewide proficiency or achievement assessments and any other performance standards or assessments required by law, by the DEW, or recommended by Sponsor; provided however, parents of students who enter ninth grade for the first time in the 2022-2023 school year may elect not to have a nationally standardized assessment administered to that student. The School must ensure that all such standards, requirements, and assessments are timely and properly administered, met, and completed. The results of such assessments, as well as any benchmarking data, shall be made available to the Sponsor and presented to the Governing Authority in a timely manner after receipt by the School. The School must submit a calendar of assessments to Sponsor prior to the start of each academic year. Any change in assessment or method of measurement of progress must be reported in writing to the Sponsor. Academic goals and performance standards by which the School will be evaluated by the sponsor and which shall include but are not limited to all applicable report card measures and assessments administered by the School are outlined in **Attachment 11.6**.
- 6.5 **Racial and Ethnic Balance.** The School will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve and attempt to continue, as the case may be, racial and ethnic balance reflective of the community it serves by doing each of the items recited in **Attachment 6.5**. Notwithstanding the admissions procedures of the School, in the event that the racial composition of the enrollment of the School violates a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.
- 6.6 **Tuition.** Subject only to any applicable exceptions pursuant to federal law, R.C. 3314.26, 3314.08(F) or R.C. 3314.06(A), tuition in any form shall not be charged for the enrollment of any student. Nothing in this section prevents reasonable activity or class fees as allowed by law, the School's engaging in voluntary fundraising activities, or parents giving voluntary donations.
- 6.7 **Student Discipline and Dismissal Policies.** The School shall adopt a policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things, the types of misconduct for which a student may be suspended, expelled, or removed and the due process related thereto. The School must also maintain a policy for the discipline, suspension, and expulsion of disabled students and a policy for Positive Behavioral Interventions and Supports/Restraint and Seclusion. All such policies are included in **Attachment 6.7**.
- 6.8 **Assuring Student Growth.** The School shall annually develop a plan of intervention for all students not found proficient or not on grade level, and it shall make such plan available for review by Sponsor.
- 6.9 **Disabled Students.** During admission and enrollment of any disabled student and thereafter the School shall comply with all federal and state laws regarding the education of students with special needs. The School shall provide all necessary related services, or the School may contract for accommodations or related services provided that it provides documentation to Sponsor identifying the providers, the plan to provide services, and the provider's qualifications, experience, and reputation. The School must annually adopt its plan for carrying through on all special education laws, rules and procedures.

- 6.10 **School Closure.** The School agrees to remain open for students to attend until the end of the school year in which it is determined that the School must close, provided however, that Sponsor may suspend the operations or terminate the contract as otherwise indicated by law. Unless suspended, the programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Governing Authority and its administration take sole responsibility for the DEW closing procedures listed in **Attachment 3.4** and indemnifies, shall defend, and hold harmless the Sponsor for all performance thereof.
- 6.11 **High School Diplomas.** The School shall comply with the requirements of the Ohio Core Curriculum and/or allowable waivers thereof. If the School is a high school awarding a diploma, the School shall comply with R.C. 3313.61, 3313.611, and 3313.614, except that, by completing the curriculum adopted by the Governing Authority, the student will be deemed to have met the requirement that a person must successfully complete the curriculum specified in Title 33 of the Revised Code or any rules of the state board of education. Provided, however, beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in R.C. 3313.61 and 3313.611 that a person must successfully complete the requirements prescribed in R.C. 3313.6027 and the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of section 3313.603 of the Revised Code, unless the person qualifies under division (D) or (F) of that section. Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning in the 2017-18 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency, as adopted by the state board of education under R.C. 3313.603(J)(1) and (2). Beginning with the 2018-2019 school year, the School shall also comply with the framework developed by the Ohio Department of Education and Workforce under R.C. 3313.603(J)(3) for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education. To the extent applicable, the School shall comply with alternative graduation requirements as permitted by 132 General Assembly, House Bill 491, Section 3 for those students entering ninth grade for the first time between July 1, 2014 and July 1, 2017 who failed to meet end-of-course exam requirements. Prior to graduation, the School shall send its list of graduates to Sponsor, and Sponsor shall be invited to all graduation ceremonies.
- 6.12 **Admissions Policy.** The School shall follow the admissions and enrollment policy and procedures of the School attached hereto as **Attachment 6.12**. Any change in these policies must be reported in writing to the Sponsor within five (5) business days. At a minimum, the admission policy, at all times, must:
- (a) specify that the school will not discriminate in its admission of students to the school on the basis of race, religion, color, gender, national origin, handicap, intellectual ability, athletic ability, or measurement of achievement or aptitude, except the School may limit admission to “at-risk” students, as specified in 6.12(b) or elsewhere specifically mentioned in applicable Ohio law. Upon admission of any student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities;

- (b) be open to any individual entitled to attend school in the State of Ohio pursuant to R.C. 3313.64 or 3313.65 or that has been admitted in accordance with R.C. 3321.01(A)(2), except that admission to the school may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of “at-risk” that the parties to this Contract agree upon and which is included in **Attachment 6.12**, and/or (iii) residents of a specific geographic area that the parties to this Contract agree upon.

If the number of applicants meeting admission criteria exceeds the capacity of the School’s programs, classes, grade levels, or facilities, students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the School the previous year and to students who reside in the district in which the School is located, and may be given to eligible siblings of such students and to children of full-time staff members employed by the School, provided the total number of students receiving this preference is less than five percent (5%) of the School’s total enrollment.

- (c) The School shall adopt a policy regarding the admission of students residing outside the district in which the School is located, which policy shall comply with the administrative procedures specified herein and shall either prohibit the enrollment of students who reside outside the district in which the School is located, permit the enrollment of students who reside in districts adjacent to the district in which the School is located, or permit the enrollment of students who reside in any other district in the state. The policy is included in **Attachment 6.12**. If the School admits out-of-state students, it shall adopt a policy and tuition schedule after consultation with the School’s attorney as to the extent permitted by law and a writing to that effect addressed to the Sponsor.

- (d) The School shall adopt a policy regarding the enrollment and attendance of students, which requires a student’s parent to notify the School when there is a change in the location of the parent’s or student’s primary residence. This policy is included in **Attachment 6.12**.

- (e) The School shall adopt a policy regarding the verification of a student’s residence and address consistent with the School’s obligations in accordance with R.C. 3314.11. This policy shall be included in **Attachment 6.12**.

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

If the School operates a an internet- or computer-based community school that does not qualify as a dropout prevention and recovery school, the School shall adopt an attendance policy in accordance with R.C. 3314.261, which shall detail: (1) the classroom-based and nonclassroom-based “instructional activities” that a student is expected to complete, participate in, or attend during the school day; and (2) certain consequences, including disenrollment from the School, if a student fails to participate in instructional activities.

## **ARTICLE VII**

### **Reporting**

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

- 7.3 **Site Visits.** The Sponsor shall be allowed to observe the School in operation at site visits at Sponsor’s request and shall be allowed access for such site visits or other visits as Sponsor deems advisable or necessary. The Sponsor shall schedule site visits outside of scheduled testing windows so as not to disturb any testing.

## **ARTICLE VIII Employees**

- 8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the School. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with R.C. 3319.22 to 3319.31 or other applicable sections of the Revised Code. The School shall submit to Sponsor an affidavit that all classroom teachers meet qualification requirements and make qualifications available to Sponsor for review, upon request. The School may employ non-certificated persons to teach up to twelve (12) hours per week pursuant to R.C. 3319.301, to the extent permitted by law. The school-wide students to full-time equivalent classroom teacher ratio shall be no more than **25 to 1** for a brick and mortar school, or **125 to 1** for an internet- or computer-based school, unless otherwise agreed to in writing between Sponsor and School. The School may also employ necessary non-teaching employees.

Prior to opening day, the School will provide the Sponsor with proof of Ohio certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the School. All teachers and paraprofessionals shall meet the “highly qualified” standards as and to the extent applicable. The School shall maintain a roster and meeting dates for the Local Professional Development Committee (LPDC) and Teacher-Based Teams (TBTs), and the laws and rules governing LPDC and TBTs must be implemented by the School.

Notwithstanding, the School shall not employ an individual in any position if the state board of education permanently revoked or permanently denied the individual a license under R.C. 3319.31 or if the individual entered into a consent agreement with the Superintendent of Public Instruction in which the individual agreed never to apply for a licensed after the agreement date.

- 8.2 **Dismissal of Employees.** Subject to Section 11.2 below, the Governing Authority may employ administrators, teachers, and non-teaching employees necessary to carry out its mission and fulfill this Contract, so long as no contract of employment extends beyond the term of this Contract. The dismissal procedures for staff and the plan for disposition of employees if this Contract is terminated or not renewed are set out in **Attachment 8.2**.
- 8.3 **Employee Benefits.** A summary of all health or other benefits provided by the School or operator to full-time employees of the School shall be set out in **Attachment 8.3**, which may be amended by the School from time to time. All such amendments shall be provided to Sponsor in writing within five (5) business days of amendment or change. In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Revised Code, the collective bargaining agreement supersedes **Attachment 8.3** to the extent that the collective bargaining agreement provides for health and other benefits. Any collective bargaining agreement shall not, under any circumstances, be a part of this Contract. To the extent required or allowed by state and federal law, the School shall comply with chapters 3307 and 3309 of the Ohio Revised Code.

- 8.4 **Criminal Background Check.** All criminal background records checks (BCI&I/FBI fingerprint and background check information) of teachers, staff, or the Governing Authority must be timely conducted at the School's expense, in accordance with law. All background checks must be acceptable to both the Sponsor and Governing Authority. The Governing Authority hereby appoints the Sponsor as a representative pursuant to R.C. 3319.39(D), for purposes of receiving and reviewing the results of criminal background checks performed under R.C. 3319.39(A)(1) for employees working at the School and authorizes its agents to communicate this information directly to the Sponsor. All volunteers must be notified that the School may require a background check of the volunteer at any time, at the School's request.
- 8.5 **Employment of Former Management Employees.** Sponsor shall not assign any former management employee as a Sponsor representative to the School until at least one year has passed since separation from employment with management. Sponsor shall engage in good faith discussions with the School to address potential concerns in the event any former management employee would possibly serve as a Sponsor representative if and/or when such employment is more than one year from the time of the proposed service to the School as a Sponsor representative.

## **ARTICLE IX**

### **Finance**

- 9.1 **Financial Records.** The School's financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State. The School shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2). Audits shall be conducted in accordance with R.C. 117.10. Within five (5) business days of receiving notification from the Auditor, the School shall notify the Sponsor in writing of the time, date, and location of any scheduled meetings with the Auditor. The Sponsor shall maintain a presence at all meetings with the Auditor of State, though the Sponsor may elect to do so through its representatives and/or via electronic means, unless such meeting presence or meeting is waived by the Auditor of State's office. If the Governing Authority contracts with an entity specializing in audits, including an attorney or accountant, that entity must be independent from the operator with which the School has contracted.
- 9.2 **Fiscal Services.** The School agrees that its Fiscal Officer shall be its licensed school Treasurer, currently disclosed on **Attachment 9.2**. If the Governing Authority contracts with its Fiscal Officer to provide fiscal services, the fiscal services agreement must be included in **Attachment 9.2**. The School may not change its Fiscal Officer without prior written approval from the Sponsor, which will not be unreasonably withheld. Any changes to the fiscal services agreement must be reported to the Sponsor within five (5) business days. If the School and the Sponsor have waived the requirement of employing or contracting directly with the Fiscal Officer, pursuant to R.C. 3314.011(D), the current resolution waiving this requirement must be attached to this Contract in **Attachment 9.2**. Such resolution shall only be valid for one year, and any subsequent resolution adopted by the School must be approved by the Sponsor and submitted to the DEW. Should the School be declared unauditible under R.C. 3314.51, the Governing Authority shall, and shall cause its operator to (if applicable), suspend and replace the Fiscal Officer, and require his/her dedication to assist any replacement fiscal officer(s).

The School agrees that the fiscal services agreement will state that the Fiscal Officer is primarily responsible for the financial and audit portions of the closing procedures if the School closes. The Governing Authority must authorize that the Fiscal Officer and the Fiscal Officer's agreement

remain in effect in order to proceed to close the School. If the School closes or is permanently closed, the Fiscal Officer shall deliver all financial and enrollment records to the Sponsor within thirty days of the School's closure. If the Fiscal Officer fails to provide the records in a timely manner, or fails to faithfully perform any of the Fiscal Officer's other duties, the Sponsor has the right to take action against the Fiscal Officer to compel delivery of all financial and enrollment records of the School and shall, if necessary, seek recovery of any funds owed as a result of any finding of recovery by the Auditor of State against the Fiscal Officer.

9.3 **Fiscal Licensure.** Prior to assuming the duties of Fiscal Officer of the School, the Fiscal Officer shall be licensed as provided for in R.C. 3301.074. The licensure is attached as **Attachment 9.3**. Any updates or changes to the fiscal licensure must be sent to the Sponsor within five (5) business days.

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

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

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

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



- 9.6 **Borrowing Money.** The School may borrow money to pay necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School. The School must issue notes to evidence such a borrowing. A copy of all notes must be provided to the Sponsor within five (5) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the School. The School may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities. All moneys borrowed from the School’s operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.
- 9.7 **Payment to Sponsor for Monitoring, Oversight, and Technical Assistance.** For and in consideration of three percent (3%) of the total amount of payments for operating expenses received by the School from the State of Ohio. Payments to the Sponsor shall be made by monthly automatic transfer to the general fund of the Sponsor, and the School agrees to sign documentation necessary to accomplish the same. The word “received” means the acceptance by the Sponsor in accordance with and pursuant to the revenues received on the monthly School Foundation Statement. The Sponsor has a right to rely upon the monthly statement and is not responsible, except for reductions due to FTE findings already deducted in the then current monthly statement, or those FTE findings deducted in future statements upon which Sponsor figures its fee.
- 9.8 **Federal Grants.** The School must report annually and in writing to the Sponsor the sources of funds used to acquire property and equipment used at the School, clearly delineated and tracking those acquired with federal funds, and shall report to Sponsor the disposition of assets acquired with federal funds with an explanation as to how disposed of, and backup for proper disposition in accordance with applicable law and grant rules. The School also acknowledges that certain federal grants, including but not limited to the federal food programs, may require bidding processes not otherwise required under state law. The School shall follow all applicable federal sources and uses, grant and procurement laws, rules and regulations.
- 9.9 **Fiscal Year.** The fiscal year for the School shall be July 1 to June 30.

## **ARTICLE X**

### **Insurance/Indemnification**

- 10.1 **Liability Insurance.** The Governing Authority will, at all times, maintain comprehensive general liability insurance in amounts not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary coverage in an amount no less than five million dollars (\$5,000,000). The insurance coverage shall be not only for the School and the Governing Authority, its Directors, Officers, and its employees, but also for the Sponsor as additional insured. The Governing Authority shall also maintain directors and officers liability and errors and omissions coverage in the amount of not less than one million dollars (\$1,000,000) per occurrence. The insurance coverage must be occurrence coverage, rather than claims made coverage. The Governing Authority must obtain policies that notify the Sponsor in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage; and the School shall provide evidence of coverage as **Attachment 10.1**. The School must provide copies of all comprehensive general liability, real or personal property, directors and officers liability insurance, proof of worker’s compensation payments and unemployment compensation payments, and notice of lapse of any such coverage to Sponsor within five (5) business days of request, and, within five (5) business days of any change or notice to School by the applicable insurance entity.

10.2 **Indemnification.** The Governing Authority and School shall defend, indemnify, save, and hold harmless the Sponsor and its Board, Superintendent, officers, employees, and agents from any and all claims, demands, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs, or expenses (including, without limitation, attorneys', experts', accounting, auditors', or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:

- (a) A failure of the Governing Authority and/or School or any of its officers, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or this Contract;
- (b) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to report data or information, or the reporting of improper, inaccurate, erroneous, fraudulent, negligent, or incomplete information or data to Sponsor;
- (c) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to meet the obligations of this Contract or any other contract or other obligation between or on behalf of the School and another party;
- (d) An action or omission by the Governing Authority and/or School or any of its officers, directors, employees, successors, agents, or contractors that results in injury, death, or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal), or Liabilities;
- (e) Any sum that the Sponsor may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Contract; (2) any breach or any failure of the School to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract or under the law, and all agreements delivered in any way connected herewith, on the part of the School, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, their heirs or representatives, the Governing Authority, or to third parties in any way related to the School or its operations or in any way related to closure, termination, or suspension of the School;
- (f) Any audit finding based on failure of the School to accurately report enrollment, attendance, participation in learning opportunities or inaccurate EMIS submissions; and,
- (f) Any Liabilities incurred by Sponsor or any of its officers, directors, employees, agents, or contractors as a result of an action or legal proceeding at law or equity brought against Sponsor by the School unless the School or Governing Authority obtains a final judgment or order on the merits against the Sponsor, and the right to appeal such judgment or order has been exhausted or has expired.

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

10.3 **Indemnification if Employee Leave of Absence.** If the Sponsor provides a leave of absence to a person who is thereafter employed by the School, the Governing Authority and the School shall defend, indemnify, and hold harmless the Sponsor and its board members, Superintendent, employees, and agents from liability arising out of any action or omission of that person while that person is on such leave and employed by the Governing Authority. Nothing in this subsection, however, obligates the Sponsor to provide such a leave of absence.

- 10.4 **Survival.** All provisions of Section 10.2 shall survive the voidance, expiration, termination, nonrenewal, suspension, or abandonment of this Contract.

## **ARTICLE XI General Provisions**

- 11.1 **Contract Authorization.** Before executing this Contract, the Governing Authority must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Contract and authorizing one or more individuals to execute this Contract for and on behalf of the School, with full authority to bind the School. The Governing Authority shall employ an attorney independent from the Sponsor for any negotiation of this Contract or its amendments.
- 11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Contract or by the Sponsor, contracts entered into by the School with third parties shall provide for the School's right to terminate upon failure of the School to remain in operation.
- 11.3 **General Acknowledgements.** The Governing Authority specifically recognizes and acknowledges the following:
- (a) The Governing Authority is responsible for carrying out the provisions of this Contract.
  - (b) For purposes of this Contract, "sponsor approval" means written approval by the ESCLEW Governing Board, the ESCLEW Governing Board President, Superintendent, or Community Schools Center Director, or other Sponsor agent authorized by the ESCLEW Governing Board.
  - (c) The Sponsor's authority to assume operation of the School under the conditions specified in R.C. 3314.073(B).
  - (d) The authority of public health and safety officials to inspect and order School facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
  - (e) The authority of the DEW to suspend the operations of the School under R.C. 3314.072 if the department has evidence of conditions or violations of law at the School that pose an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.
  - (f) That the Sponsor is not liable for the acts, omissions, or the debts of the School pursuant to R.C. 3314.07(D) and 3314.08(G)(2), as well as any other applicable law limiting the liability of the Sponsor.
  - (g) That the Sponsor may take steps to intervene in, correct, declare probationary status of, suspend, terminate, or non-renew the status of the School as an Ohio Community School, as well as correct problems in the School's performance.
  - (h) That the DEW may take over sponsorship of the School in accordance with R.C. 3314.015(C).
  - (i) The mandate of permanent closure under R.C. 3314.35, under the circumstances enumerated therein.
  - (j) That the Auditor of the State of Ohio may deem the School "unauditable" and direct the stoppage of funding for the School, and that the Sponsor has the right to terminate this Contract in such a situation.

(k) That the DEW has set out its guidance for closing procedures (attached as a modified supplement in **Attachment 3.4**).

(l) That the Sponsor and its officers, directors, governing board, administrator, consultants, and employees are granted civil immunity for any action authorized under Chapter 3314, Ohio Community School Law, or the Contract, that is taken to fulfill the Sponsor's responsibility to oversee and monitor a community school, in accordance with R.C. 3314.07 or otherwise, and the School hereby indemnifies, defends, and shall hold the Sponsor harmless from all such actions.

11.4 **Dispute Resolution.** The Sponsor and the School agree to the following dispute resolution procedure for any dispute not otherwise governed by mandatory administrative procedures pursuant to this Contract or the law. The parties shall make initial attempts to resolve any dispute between a designee of the Sponsor and the Chief Administrative Officer of the School and/or the President of the Governing Authority. If those parties cannot resolve the dispute, the matter shall be submitted to a qualified mediator for mediation. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three mediators from the Toledo Bar Association and each eliminate one, using the one mediator left after eliminations. All mediation will take place in Lucas County and all costs of the mediator shall be split equally between the parties.

11.5 **Term.** This Contract shall be for a term of **four (4) year(s)**, effective as of or commencing on July 1, 2024 and ending on June 30, 2028. However, the School agrees to close voluntarily and waives all rights of due process and all claims, losses, causes of action, or damages of any kind against the Sponsor if the School is closed mandatorily by statute, by another governmental agency, or by operation of law.

11.6 **Performance Accountability Framework.** **Attachment 11.6** sets forth in detail (a) the performance assessment framework, (b) Sponsor technical assistance, interventions, renewal, and statutory consequences, and (c) the measurable and attainable goals upon which the School shall be evaluated by Sponsor. Performance standards must include, but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017, by which the success of the School will be evaluated by the Sponsor. These performance measurement criteria supplement, but do not replace, alter, or limit Sponsor's statutory rights and responsibilities, including but not limited to those of nonrenewal, probation, suspension, or termination of the Contract, and the Sponsor-specific criteria outlined in **Attachment 11.6**.

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

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

The Sponsor may choose not to renew this Contract at its Expiration Date for (1) failure to meet student performance requirements stated in this Contract; (2) failure to meet generally

accepted standards of fiscal management; (3) violation of any provision of this Contract or applicable state or federal law; or (4) other good cause.

Renewal decisions are based upon an analysis of the following:

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

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

If the School is not renewed for failure to meet student performance requirements stated in the Contract or for failure to meet generally accepted standards of fiscal management, the School must close permanently at the end of the then-current school year or on a date specified in the notification of termination and the School shall not enter into a contract with any other sponsor.

- (b) If the School does not intend to renew this Contract with the Sponsor, the School shall notify the Sponsor in writing of that fact at least one hundred eighty (180) days prior to the expiration of this Contract. Prior to notification, the Governing Authority must pass a resolution at a properly noticed and held public meeting, authorizing the non-renewal of this Contract and authorizing one or more individuals to notify the Sponsor. In such a case, the School may enter into a contract with a new sponsor in accordance with R.C. 3314.03, upon the expiration of this Contract, or, at the sole discretion of the Sponsor, by an assignment of this Contract before its expiration date. If proper notification does not occur, then the contract may be renewed at the Sponsor's sole option.

- 11.8 **Probation.** The Sponsor may, in lieu of suspension or termination, declare in writing that the School is in a probationary status, after consulting with the Governing Authority or authorized parties thereof, specifying the conditions that warrant probation, and after receiving the Governing Authority's written assurances (satisfactory to Sponsor) of the actions and time frames necessary to remedy those conditions. Such probationary status shall not extend beyond the then-current school year. Sponsor may proceed to suspension, termination, or take-over of operations if the Sponsor finds at any time that the Governing Authority is no longer able or willing to remedy the conditions to the satisfaction of Sponsor. Sponsor may suspend in lieu of probation at any time pursuant to Section 11.9 below.

11.9 **Suspension.** The Sponsor may suspend operations of the School if (a) conditions of the School do not comply with a health and safety standard established by law for school buildings; or (b) for (1) failure to meet student performance requirements stated in this Contract; (2) failure to meet generally accepted standards of fiscal management; (3) violation of any provision of this Contract or applicable state or federal law; or (4) other good cause. The Sponsor first sends a written notice of intent to suspend explaining the reasons and provides the Governing Authority with five (5) business days to submit a remedy, and reviews and approves or disapproves of the proposed remedy. If the Sponsor disapproves of the proposed remedy, or, the Governing Authority fails to submit a remedy or fails to implement the remedy then the School's operations shall be suspended.

Once the School is suspended, it must cease operations on the next business day and immediately send notice to all School employees and parents stating that the School is suspended and the reasons therefore. The School again has an opportunity to submit a proposed remedy within five (5) business days. The School may not operate while the suspension is in effect, and any such suspension shall remain in effect until Sponsor notifies the Governing Authority that it is no longer in effect. At all times during suspension, the School remains subject to nonrenewal or termination proceedings, in accordance with the law.

If the Sponsor suspends the operation of the School pursuant to R.C. 3314.072, this Contract shall become void if the Governing Authority fails to provide a proposal to remedy the conditions cited by the Sponsor as reasons for the suspension, to the satisfaction of the Sponsor, by September 30 of the school year immediately following the school year in which the operation of school was suspended.

11.10 **Termination of the Contract.** The Sponsor may choose to terminate this Contract for (1) failure to meet student performance requirements stated in this Contract; (2) failure to meet generally accepted standards of fiscal management; (3) violation of any provision of this Contract or applicable state or federal law; or (4) other good cause, which may include termination criteria established by the Sponsor in its Sponsor Termination Policy. Additionally, if the Sponsor has suspended the operation of this Contract under R.C. 3314.072, the Sponsor may choose to terminate this Contract prior to its expiration.

By January 15 of the year in which the Sponsor intends to terminate this Contract, the Sponsor shall notify the School of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the termination, and a statement that the School may, within fourteen (14) days of receiving the notice, request in writing an informal hearing before the Sponsor. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days after the informal hearing, the Sponsor shall issue a written decision either affirming or rescinding the decision to terminate this Contract.

The termination of this Contract shall be effective upon the occurrence of the later of the following events: (a) the date of the notice of termination, or (b) if an informal hearing is requested and the Sponsor affirms its decision to terminate this Contract, the effective date of the termination specified in the notice.

If the Contract is terminated for failure to meet student performance requirements stated in the contract or for failure to meet generally accepted standards of fiscal management, the School must close permanently at the end of the then-current school year or on a date specified in the notification of termination and the School shall not enter into a contract with any other sponsor.

- 11.11 **Good Faith Deposit.** Immediately upon any Notice of Intent to Suspend, any notice of closure or suspension from any governmental or administrative agency, or upon a vote of closure by the School, the School must submit to Sponsor a good faith deposit of fifteen thousand dollars (\$15,000), or less at the option of the Sponsor, to cover costs of any legal or other professional fees which may be required or desirable to facilitate matters including, but not limited to, notices to parents, transfer of files, change of locks, securing assets, segregating or selling assets, returning assets, or other professional or non-professional fees or costs incurred by Sponsor, which are in any way associated with termination and closure of the School, in case the School fails to perform some or all of its responsibilities upon cessation of operations for any reason. The good faith deposit will be returned to the School or sent to the appropriate creditor without interest, if not used for these purposes by the Sponsor. See also Sponsor's Supplemental Closing Procedures in **Attachment 3.4**.
- 11.12 **Failure to Open/Permanent Closure.** If the School fails to open before September 30<sup>th</sup> of any year (unless the School is a Drop-out Prevention and Recovery school) or within one (1) year after the initial execution hereof, or, if the School permanently closes prior to the Expiration Date hereof, this Contract shall become void upon notice by Sponsor to School, subject only to the survival of Section 10.2 of this Contract.
- 11.13 **Compliance with Requests of Sponsor.** The School shall timely comply with all reasonable requests of the Sponsor and allow the Sponsor to monitor the School operations. Failure to do so is grounds for suspension, termination, or non-renewal of this Contract. Timeliness is defined as compliance with the express provisions of this Contract, an answer in writing within five (5) business days (unless a shorter time is otherwise required pursuant to this Contract), and adequate assurances of cure or actual cure within a period of time acceptable to Sponsor. Notwithstanding the above, the Sponsor may, at its discretion and in particular for non-emergency situations, extend any deadline stated in this Contract.
- 11.14 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.15 **Assignments/No Third Party Beneficiaries.** This Contract and its terms shall not be assigned or delegated without the express written approval of Sponsor. This Contract shall inure to the benefit of, and shall be binding upon, the School, the Sponsor, and their respective permitted successors or assigns; subject, however, to the following specific provision hereof: This Contract shall not inure to the benefit of anyone other than as provided for in the immediately preceding sentence and no third person or party shall have any rights hereunder, whether by agency or as a third party beneficiary or otherwise.
- The School shall notify the Sponsor of any impending merger at least sixty (60) days prior to the effective date of the merger. In the event of a merger, this Contract shall not be assigned to the sponsor of any surviving entity.
- 11.16 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt, and notice may be satisfied by personal delivery or by any other means by which receipt can be documented to: in the case of the Sponsor, the Superintendent, at the last-known business address of the Sponsor; in the case of the Governing Authority, the Chief Administrative Officer, a member of the Governing Authority, and the Governing Authority's attorney, at the last known business or

11.16 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt, and notice may be satisfied by personal delivery or by any other means by which receipt can be documented to: in the case of the Sponsor, the Superintendent, at the last-known business address of the Sponsor; in the case of the Governing Authority, the Chief Administrative Officer, a member of the Governing Authority, and the Governing Authority’s attorney, at the last known business or home address of the School, its administrator, Governing Authority member, and Governing Authority’s attorney.

Should the School be abandoned by or not have in place an administrator or an authorized Director of the Board, the Sponsor may give notice to the DEW.

11.17 **Severability.** Should any term, clause, or provision of this Contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses, or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.

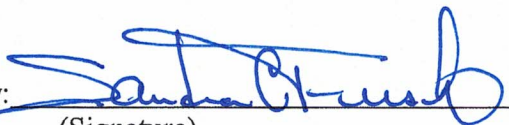
11.18 **Changes or Modifications.** This Contract constitutes the entire agreement among the parties, and no changes or modifications to this Contract shall be valid and binding unless signed by both the Sponsor and the Governing Authority and attached to this Contract. Notifications required by this Contract shall not be considered changes or modifications of this Contract.

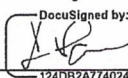
The Sponsor has an obligation to update this Contract periodically due to changes in statutes, case law, rules or procedures, Ohio’s accountability system, Sponsor Performance Review requirements, or governmental mandates, and the School agrees to modify the Contract, upon board legal counsel review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

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

**Educational Service Center of Lake Erie West**

**Governing Authority of Summit Academy Community School for Alternative Learners – Warren Middle and Secondary**

By:   
(Signature)

By:   
124D82AY740249A...  
(Signature)

Its: Superintendent Its: President

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

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

Date: 6/24/2024

Date: 5/14/2024



## **ATTACHMENT 1.4 GOVERNANCE PLAN**

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

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

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



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	CC
08/06/2004	200421800552	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	

**Receipt**

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

EASTMAN & SMITH LTD.  
PO BOX 10032  
TOLEDO, OH 43699

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, J. Kenneth Blackwell**

1480771

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

**SUMMIT ACADEMY COMMUNITY SCHOOL- LIMA**

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

Document(s)  
**DOMESTIC ARTICLES/NON-PROFIT**

Document No(s):  
**200421800552**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 30th day of July, A.D.  
2004.

*J. Kenneth Blackwell*  
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State  
 Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

## INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

**(CHECK ONLY ONE (1) BOX)**

<input type="checkbox"/> <b>(1) Articles of Incorporation Profit</b> <small>(113-ARF) ORC 1701</small>	<input checked="" type="checkbox"/> <b>(2) Articles of Incorporation Non-Profit</b> <small>(114-ARN) ORC 1702</small>	<input type="checkbox"/> <b>(3) Articles of Incorporation Professional (170-ARP)</b> <small>Profession ORC 1785</small>
---	--	--

<b>Complete the general information in this section for the box checked above.</b>	
<b>FIRST:</b> Name of Corporation	Summit Academy Community School - Lima
<b>SECOND:</b> Location	Lima <span style="margin-left: 150px;">Allen</span> <small>(City) <span style="margin-left: 150px;">(County)</span></small>
<b>Effective Date (Optional)</b>	<small>Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.</small>
<input checked="" type="checkbox"/> <b>Check here if additional provisions are attached</b>	

<b>Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.</b>	
<b>THIRD:</b> Purpose for which corporation is formed	See attachment.

<b>Complete the information in this section if box (1) or (3) is checked.</b>	
<b>FOURTH:</b> The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)	
(Refer to instructions if needed)	<small>(No. of Shares)                      (Type)                      (Par Value)</small>

**Completing the information in this section is optional**

**FIFTH:** The following are the names and addresses of the individuals who are to serve as initial Directors.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

\_\_\_\_\_  
(City) (State) (Zip Code)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

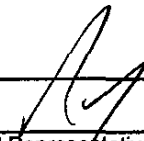
\_\_\_\_\_  
(City) (State) (Zip Code)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

\_\_\_\_\_  
(City) (State) (Zip Code)

**REQUIRED**  
Must be authenticated  
(signed) by an authorized  
representative  
(See Instructions)

  
\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
02/29/04  
Date

Patrick J. Downey, Esq.  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

Complete the information in this section if box (1) (2) or (3) is checked.

### ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Summit Academy Community School - Lima hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Amy J. Borman, Esq.  
(Name)  
Eastman & Smith Ltd., One SeaGate Center 24th Floor  
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

Toledo, Ohio 43604  
(City) (Zip Code)

Must be authenticated by an authorized representative   
Authorized Representative

Date

Authorized Representative

Date

Authorized Representative

Date

#### ACCEPTANCE OF APPOINTMENT

The Undersigned, Amy J. Borman, Esq., named herein as the Statutory agent for, Summit Academy Community School - Lima, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: Amy J Borman  
(Statutory Agent)

ARTICLES OF INCORPORATION  
FOR  
SUMMIT ACADEMY COMMUNITY SCHOOL – LIMA

(Additional Provisions)

**THIRD:** Summit Academy Community School – Lima (the "Corporation") is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue law)("Code"), to operate as a school in the State of Ohio. The Corporation shall not engage in activities which are not in furtherance of the charitable and educational purposes set forth in this Article THIRD.

**SIXTH:** No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles to the contrary, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law), or by an organization, contributions to which are deductible under Code Section 170(c)(2), or corresponding provisions of any future United States Internal Revenue law.

**SEVENTH:** Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, distribute all of the assets (or proceeds from the sale thereof) of the Corporation exclusively in furtherance of the purposes of the Corporation to one or more entities organized and operated exclusively for charitable and/or educational purposes which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law). Any such assets not disposed of in accordance with the foregoing shall be disposed of by the Court of Common Pleas of the county in which the principal office of the Corporation is then located exclusively for such purposes or to such organization or organizations which are organized and operated exclusively for such purposes, as said court shall determine.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/21/2005	200507702300	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	.00	.00	.00	.00

**Receipt**

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

EASTMAN & SMITH LTD, ESQ  
 PO BOX 10032  
 C/O JULIE A. MIERZEJEWSKI  
 TOLEDO, OH 43699-0032

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1480771

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

**SUMMIT ACADEMY MIDDLE SCHOOL - WARREN**

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

Document(s)

**DOMESTIC/AMENDMENT TO ARTICLES**

Document No(s):

**200507702300**



United States of America  
 State of Ohio  
 Office of the Secretary of State

Witness my hand and the seal of  
 the Secretary of State at Columbus,  
 Ohio this 9th day of March, A.D.  
 2005.

*J. Kenneth Blackwell*  
 Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

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

www.state.oh.us/sos  
 e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input checked="" type="radio"/> No	PO Box 1028 Columbus, OH 43216

**Certificate of Amendment by  
 Shareholders or Members  
 (Domestic)  
 Filing Fee \$50.00**

**(CHECK ONLY ONE (1) BOX)**

<b>(1) Domestic for Profit</b>		<b>(2) Domestic Non-Profit</b>	
<input type="checkbox"/> Amended (122-AMAP)	<input type="checkbox"/> Amendment (125-AMDS)	<input type="checkbox"/> Amended (126-AMAN)	<input checked="" type="checkbox"/> Amendment (128-AMD)

**Complete the general information in this section for the box checked above.**

Name of Corporation Summit Academy Community School - Lima

Charter Number 1480771

Name of Officer James L. Winkleman

Title President

Please check if additional provisions attached.

The above named Ohio corporation, does hereby certify that:

A meeting of the  shareholders  directors (*non-profit amended articles only*)

members was duly called and held on February 18, 2005  
 (Date)

at which meeting a quorum was present in person or by proxy, based upon the quorum present, an affirmative vote was cast which entitled them to exercise 80 % as the voting power of the corporation.

In a writing signed by all of the  shareholders  directors (*non-profit amended articles only*)

members who would be entitled to the notice of a meeting or such other proportion not less than a majority as the articles of regulations or bylaws permit.

**Clause applies if amended box is checked.**

Resolved, that the following amended articles of incorporations be and the same are hereby adopted to supercede and take the place of the existing articles of incorporation and all amendments thereto.



All of the following information must be completed if an amended box is checked.  
If an amendment box is checked, complete the areas that apply.

FIRST: The name of the corporation is: Summit Academy Middle School - Warren

SECOND: The place in the State of Ohio where its principal office is located is in the City of:

Warren  
(city, village or township)

Trumbull  
(county)

THIRD: The purposes of the corporation are as follows:

[Empty rectangular box for purposes of the corporation]

FOURTH: The number of shares which the corporation is authorized to have outstanding is: \_\_\_\_\_  
(Does not apply to box (2))

**REQUIRED**

Must be authenticated  
(signed) by an authorized  
representative  
(See Instructions)



Authorized Representative

James L. Winkleman

(Print Name)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Representative

(Print Name)

\_\_\_\_\_

\_\_\_\_\_

3-3-2005

Date

\_\_\_\_\_

Date



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/26/2021	202108502646	SUBSEQUENT AGENT APPOINTMENT (AGS)	25.00				0

### Receipt

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

**SUMMIT ACADEMY MANAGEMENT  
2791 MOGADORE RD.  
AKRON, OH, 44312**

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Frank LaRose  
1480771**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**SUMMIT ACADEMY SCHOOL FOR ALTERNATIVE LEARNERS - WARREN MIDDLE &  
SECONDARY**  
and, that said business records show the filing and recording of:

Document(s)

**SUBSEQUENT AGENT APPOINTMENT**

**Effective Date: 03/26/2021**

Document No(s):

**202108502646**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 26th day of March, A.D. 2021.

**Ohio Secretary of State**



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/26/2021	202108502646	SUBSEQUENT AGENT APPOINTMENT (AGS)	25.00				0

### Receipt

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

**SUMMIT ACADEMY MANAGEMENT  
2791 MOGADORE RD.  
AKRON, OH, 44312**

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Frank LaRose  
1480771**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**SUMMIT ACADEMY SCHOOL FOR ALTERNATIVE LEARNERS - WARREN MIDDLE &  
SECONDARY**  
and, that said business records show the filing and recording of:

Document(s)

**SUBSEQUENT AGENT APPOINTMENT**

**Effective Date: 03/26/2021**

Document No(s):

**202108502646**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 26th day of March, A.D. 2021.

**Ohio Secretary of State**

Form 521 Prescribed by:

Date Electronically Filed: 3/26/2021



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

[OhioSoS.gov](http://OhioSoS.gov) | [business@OhioSoS.gov](mailto:business@OhioSoS.gov)

File online or for more information: [OhioBusinessCentral.gov](http://OhioBusinessCentral.gov)

### Statutory Agent Update Filing Fee: \$25 Form Must Be Typed

**(CHECK ONLY ONE(1) BOX)**

(1) Subsequent Appointment of Agent

Corp (165-AGS)

LP (165-AGS)

LLC (171-LSA)

Business Trust (171-LSA)

Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

Corp (145-AGA)

LP (145-AGA)

LLC (144-LAD)

Business Trust (144-LAD)

Real Estate Investment Trust (144-LAD)

(3) Resignation of Agent

Corp (155-AGR)

LP (155-AGR)

LLC (153-LAG)

Partnership (153-LAG)

Business Trust (153-LAG)

Real Estate Investment Trust (153-LAG)

Name of Entity

Charter, License or Registration No.

Name of Current Agent

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

Name and Address of New Agent   
Name of Agent

Mailing Address

City State ZIP Code

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

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned,  , named herein as the  
Name of Agent  
statutory agent for  , hereby acknowledges  
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

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

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

New Address of Agent   
Mailing Address  
    
City State ZIP Code

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

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

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

Mailing Address  
    
City State Zip Code

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

**Required**

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

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

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

SUMMIT ACADEMY MANAGEMENT

Signature

MARK MICHAEL

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



Summit Academy

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**Employer Identification Number**

The EIN of Summit Academy School for Alternative Learners – Warren Middle & Secondary is: **20-1438064**



# Summit Academy

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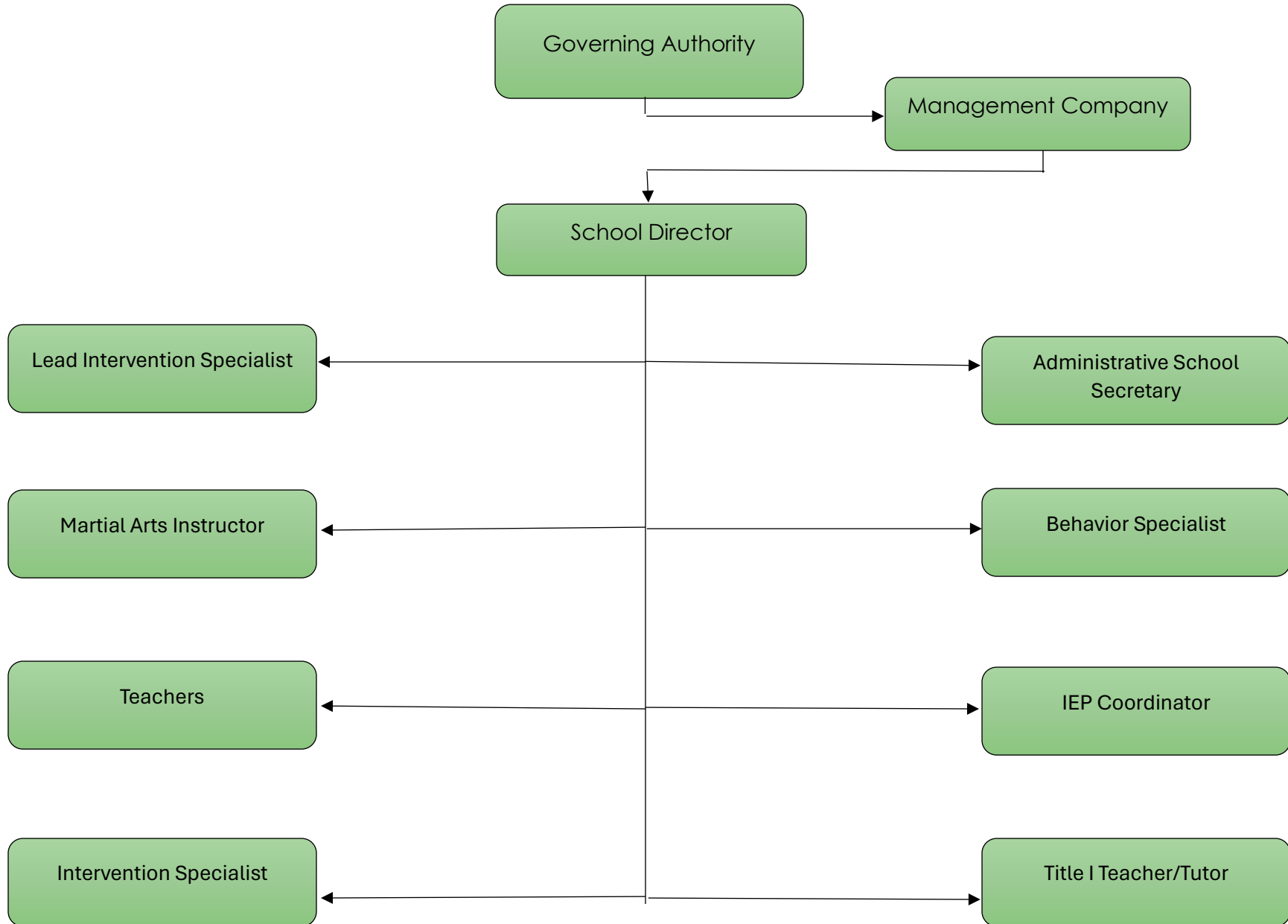
## **MISSION STATEMENT**

Summit Academy Schools builds hope, success, and well-being through education and advocacy for children with special needs.





## ORGANIZATIONAL CHART



## Policy 1002: Amended and Restated Code of Regulations

### I. Purpose

Summit Academy School for Alternative Learners - Warren Middle & Secondary (the "corporation") is organized for charitable and educational purposes as a non-profit corporation under the laws of Ohio to operate a public community school, as further provided in the corporation's Articles of Incorporation (the "Articles").

### II. Directors

#### A. Directors

There shall be no members of the corporation. The directors shall, for purposes of any statute or rule of law relating to Ohio non-profit corporations, act as the members of the corporation, and shall have all the rights and privileges of members as permitted under the Ohio non-profit corporation law, Chapter 1702 of the Revised Code (as amended), to the extent necessary for the proper operation of the corporation. The procedures governing the actions of the directors set forth in this Amended and Restated Code of Regulations (the "regulations") and the Ohio non-profit corporation law, Chapter 1702 of the Revised Code (as amended), shall apply to all actions taken by the directors when acting as the corporation's members.

#### B. Number

The number of directors of the corporation shall be at least five (5) individuals and no more than fifteen (15) individuals.

#### C. Term

Each director will serve a three-year term, which expires on June 30<sup>th</sup> of the third year following the year of their election. A director may be re-elected as many times as the board determines. Each director shall hold office until that director's term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. The directors of the corporation and their terms as of the date of adoption of these regulations is set forth on the attached Exhibit A. A director elected to fill a vacancy created by resignation, removal, or death of a director shall complete the unexpired term of that director. A director elected to fill a vacancy resulting from an increase in the number of directors shall serve for an initial term that is determined by the board of directors but no longer than three years.



D. Qualifications and Role of Directors

The directors shall be, in their capacity as directors, the Governing Authority members of a public community school in Ohio. The directors shall have a strong interest in the welfare of the corporation and in education. Each director should be willing and able to attend meetings, both regular and special, and also be willing to accept special assignments and/or serve on committees.

E. Election of Directors

Candidates for director shall be nominated by the board of directors or a committee thereof. The board of directors shall elect directors to fill the vacancies created by the expiration of directors' terms of office at the annual meeting of the board of directors or, if not held, at the next scheduled regular meeting or a special meeting called for that purpose. The board of directors shall fill any vacancy on the board of directors resulting from an increase in the number of directors or the resignation, removal, or death of director as soon as is practicable at a regularly scheduled or special meeting of the board of directors. The remaining directors, though less than a majority of the whole authorized number of directors, may, by a vote of the majority of their number, fill any vacancy on the board of directors.

F. Meetings

The annual meeting of the directors shall be held at such time, date, and place as a majority of the directors may determine. The board of directors may, by resolution, provide for regularly scheduled meetings of the board. Special meetings may be called at any time by the president or by any two (2) directors. Provided however, for so long as the corporation is operating as a public community school, meetings relating in any way to the business or operation of the public community school must be open to the public and publicized as required by law. Notwithstanding anything to the contrary in these regulations, no group of directors which consist of a majority of the board of directors, including committees of directors, shall meet in a prearranged manner to discuss public school business, without proper notice to the public of a regular or special meeting. The rules contained in the current edition of Robert's Rules of Order, Newly Revised, shall govern the procedures at meetings, as long as said rules are not inconsistent with these regulations, Ohio law, or any special rules the board of directors may adopt. Failure to follow Robert's Rules shall not invalidate an otherwise lawful action of the board of directors.



G. Quorum and Voting

The presence of a simple majority of the total number of directors shall constitute a quorum for the transaction of business at all meetings of the board of directors. A vote of a simple majority of the directors present at a meeting at which a quorum is present shall be required to effectuate action on all matters within the powers of the board of directors unless otherwise provided by law or herein. Unless otherwise provided by law, the directors must be physically present at a meeting in order to be counted as part of a quorum and to vote. In the event the corporation is no longer operating a public community school, or, in the event Ohio law ever allows the following procedure for open meetings, then the directors shall for purposes of this section be deemed present and able to vote at such meeting if telephonic/computer/electronic conferencing equipment is used by means of which all persons participating in the meeting can communicate with each other at the same time.

H. Notice and Waiver

Unless waived, notice of each annual meeting communicating the day, hour and place, and the purpose or purposes thereof shall be given to each director by the secretary of the corporation not more than sixty (60) days nor less than three (3) days before any such meeting.

Any notice required to be given by these regulations, shall be in writing and shall be delivered personally or sent electronic mail transmission, fax, or by United States mail, express mail, or courier service, with postage or fees prepaid. For any notice sent by personal delivery, telegram, telecopy, or electronic mail, notice shall be deemed to be given when delivered or transmitted. For any notice sent by United States mail, or courier service, notice shall be deemed to be given when delivered or deposited in the mail or with the courier service. Notice, if sent by United States mail, express mail, courier service, or telegram shall be sent to the address of the person listed in the records of the corporation. Notice, if sent by telecopy or electronic mail, shall be sent to the number/address furnished by the person for such transmissions.

Notice of the time and place of any meeting of the board of directors may be waived by electronic mail transmission, or other writing, either before or after such meeting has been held. The attendance of any director at a meeting without protesting, prior to or at the commencement of the



meeting, shall waive notice or lack of proper notice of that meeting. However, once a community school contract is executed and the corporation is a public school, nothing in this section shall alter the duty of the corporation to provide proper notice of any meeting to the public.

I. Action by Written Consent

Any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all of the board of directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board of directors or committee. Such a written consent may be signed by facsimile signatures which shall be construed as originals, and/or on separate but identical documents which shall be construed as one original. Provided however, if the corporation is operating as a public community school pursuant to a fully executed community school contract, all actions must be taken at open and public meetings and actions by written consent shall not be allowed.

J. Committees of Directors

The board of directors may create a committee or committees as the directors may determine, the members of which committee or committees shall consist of not less than one (1) director. A simple majority of the members of any such committee shall constitute a quorum, and the act of a simple majority of the votes cast at a meeting at which a quorum is present shall be the act of the committee. In every instance, however, the final action on all committee business shall be in the nature only of recommendations to the board of directors. Notwithstanding anything to the contrary in this section however, once the corporation has a fully executed community school contract and becomes a public school, no committee nor any group of directors, which consist of a majority of the board of directors, shall meet in a prearranged manner to discuss school business, without proper notice to the public of a regular or special meeting, and, only the votes of the board of directors shall be valid and binding.

K. Other Advisory Councils

The board of directors may, at its discretion, also consider recommendations of associations, supporting organizations or advisory councils which are not part of the board of directors, such as those of parents or other groups.

L. Removal of Directors

Any director may be removed, with or without cause, at any time by a majority vote at any meeting in which a quorum is present.

M. Resignations and Vacancies

Any director may resign by tendering a written resignation to the board of directors. The resignation shall be effective upon receipt of the resignation by an officer of the board or, if later, upon the date specified by the director in his/her resignation. Vacancies in the board of directors shall be filled in accordance with Article II(E).

N. Powers of Directors

The policies of the corporation shall be directed by the board of directors in accordance with the law. Subject to the provisions of Ohio law in general, the Ohio nonprofit corporation law, the articles, and these regulations, the board of directors shall do and perform every act and thing whatsoever which it shall deem necessary, expedient or advisable to carry out the purposes of the corporation.

O. Honorary Directors

Any individual, whether an emeritus director or not, who has provided extraordinary service to the corporation over a period of time, may be honored with the title "honorary director" at the discretion of the board. Honorary directors are elected for life, are not voting members of the board and are permitted but not required to attend meetings. The title of an honorary director may be revoked by a vote of the board of directors at any meeting in which a quorum is present.

P. Summit Academy Management

Summit Academy Management ("SAM") is an Ohio non-profit corporation organized to operate community schools. Under the terms of SAM's regulations and other governing documents, the corporation shall serve as a member of SAM as long as the board of directors has entered into a current management agreement with SAM. As a member, the board of directors may, by resolution, authorize and appoint one (1) or more directors or officers of the corporation to vote or otherwise act on behalf of the corporation with respect to the appointment of directors of the SAM board or on any other business required by membership of SAM. Any such authorization and appointment may be revoked at any time by resolution of the board of directors of the corporation.



### III. Officers

#### A. Number, Title and Election

The officers of the corporation shall consist of a president, vice president, treasurer, and secretary, and may include such other officers and assistant officers as the board of directors shall deem advisable, each of whom shall be elected by the board at the annual meeting of the board. Officers shall hold office for a term of one year, or until their successors are elected and qualified, except in the event of their earlier death, resignation or removal. All officers shall be elected from the board of directors of the corporation, except the treasurer and secretary, who may or may not be directors (officers that are not directors are non-voting).

#### B. Vacancies

A vacancy in any office because of death, resignation or removal of an officer shall be filled by the board of directors for the unexpired term of such office.

#### C. Resignation and Removal

An officer may resign at any time by tendering his or her resignation in writing to the board of directors and such resignation may become effective immediately upon its delivery to an officer of the board. An officer of the corporation may be removed at any time, with or without cause, by the board of directors at any time at a meeting in which a quorum is present. The election or appointment of an officer for a term of office shall not be deemed to create contract rights.

#### D. President

The president shall preside at all meetings of the board and shall coordinate the activities directed by the board of directors and shall oversee the actions of the corporation subject to the policies and goals established by the board of directors.

#### E. Vice President

The vice president shall perform the duties of the president when the president is absent, and all other duties as may be assigned by the board of directors or the president.

#### F. Secretary



The secretary shall be responsible for providing notice of meetings to the board of directors, where notice is required, and to the public for the matters concerning the public school and shall keep or approve a record of the proceedings of the board of directors and shall perform other duties as may be required by the board of directors or the president. The board of directors may contract with a third party to carry out part or all of the secretary's duties, pursuant to a vote of the board of directors.

G. Fiscal Officer

The Fiscal Officer shall act as, or in conjunction with, the treasurer of the corporation and shall have custody of the cash, securities, and other assets of the corporation. The fiscal officer shall receive contributions, bequests, revenues, and other assets to which the corporation is entitled and disburse funds as directed by the board of directors. The fiscal officer shall maintain or approve appropriate books of account and supporting records and shall prepare or approve and file all returns and related reports required by federal and state statutes and regulations and shall perform other duties as may be required by the board of directors or the president. However, notwithstanding the fact that the corporation has named a person to serve as its fiscal officer, the board of directors may contract with a third party to provide for part or all of the fiscal officer's responsibilities, subject to a vote of the board of directors. The board may require a bond in any amount, at its discretion or as directed by law, and the cost of the bond or bonds shall be paid for by the corporation.

**IV. Indemnification of Directors, Officers, Employees, and Agents**

Each person who at any time is or shall have been a director, officer, employee or agent of the corporation, and such person's heirs, executors and administrators, shall be indemnified by the corporation, both during and after their association with the corporation, for those acts or omissions concerning the corporation, in accordance with and to the full extent permitted by the nonprofit corporation law of the state of Ohio as in effect at the time of the adoption of these regulations or as amended from time to time thereafter. The foregoing right of indemnification shall not be deemed exclusive of other rights to which any director, officer, employee, agent or other person may be entitled in any capacity as a matter of law or under any regulations, agreement, vote of directors, or otherwise. As authorized by the board of directors, the corporation may purchase and maintain insurance against liability on behalf of any such



person to the full extent permitted by law in effect at the time of the adoption of these regulations or as changed from time to time.

#### **V. Contracts Between Corporation and Related Persons**

To the greatest extent allowed by Ohio law and, while operating as a public Ohio community school specifically subject to the limitations and restrictions imposed on public officers, any contract or other transaction between this corporation and one or more of its directors, or between this corporation and any entity of which one or more of this corporation's directors are interested, whether such director is a member of the board of the school or not, shall be valid for all purposes, notwithstanding the presence of such director at the meeting at which the board of directors of the corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the director in such action, if the fact of such interest shall be disclosed or known to the board of directors, and the board of directors nevertheless, authorize, approve or ratify such contract or transaction by a vote of a majority of the directors present. Unless Ohio law otherwise prohibits or permits, the interested director may be counted in determining whether a quorum is present but may not be counted in voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This article shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

#### **VI. Books and Records**

The corporation shall keep correct and complete books, records and minutes of the board of directors' meetings, and, so long as required by Ohio law, during the time when the corporation is functioning as a public community school, such books and records shall be public records. The secretary of the corporation shall keep an accurate list of the names and addresses of the board of directors.

#### **VII. Amendments**

These regulations may be amended by a majority of all of the board of directors.

#### **VIII. Community School Sponsor's Authority to Appoint Directors**



If necessary, and as provided in the community school contract, the board of directors will allow the community school sponsor to appoint (non-sponsor related) directors to the board.

**Exhibit A**

**Board of Directors as of the date these regulations were adopted:**

<u>Name</u>	<u>Term</u>
Amber Bodrick	7/1/20 – 6/30/25
Joseph Gagliano	7/1/20 – 6/30/24
Kendra Godiciu	7/1/22 – 6/30/25
Nicole Forte	7/1/21 – 6/30/24
Eric Jones	8/7/19 – 6/30/25

**ATTACHMENT 2.1**  
**GOVERNING AUTHORITY MEMBERS**

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

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



## WARMID Attachment 2.1

<b>Board Member</b>	<b>Email</b>
Joseph Gagliano	<a href="mailto:Joseph.Gagliano@sasboards.org">Joseph.Gagliano@sasboards.org</a>
Amber Bodrick	<a href="mailto:Amber.Bodrick@sasboards.org">Amber.Bodrick@sasboards.org</a>
Kendra Godiciu	<a href="mailto:Kendra.Godiciu@sasboards.org">Kendra.Godiciu@sasboards.org</a>
Nicole Forte	<a href="mailto:Nicole.Forte@sasboards.org">Nicole.Forte@sasboards.org</a>
Eric Jones	<a href="mailto:Eric.Jones@sasboards.org">Eric.Jones@sasboards.org</a>

**ATTACHMENT 3.4**  
**SUSPENSION AND CLOSING PROCEDURES**

1. Ohio Department of Education and Workforce Community Schools: School Suspension and/or School Closing Procedures



# Community Schools: School Suspension and/or School Closing Procedures

**Effective date: July 1, 2010**

**Revised: April 2023**

Community school sponsors primarily are responsible for ensuring an orderly process is followed when a school closes, or operations are suspended.

## Statutory Requirement for Closure

Under state law ([Ohio Revised Code 3314.023](#)), community school sponsors must monitor and oversee their schools' compliance with law, administrative rules and contract provisions, including requirements related to school closure. Specifically, ORC 3314.023 requires:

- *A sponsor shall provide monitoring, oversight, and technical assistance to each school that it sponsors. To provide monitoring, oversight, and technical assistance . . .*
- *[Sponsors] Having in place a plan of action to be undertaken in the event the community school experiences financial difficulties or closes prior to the end of a school year.*

## Suspension Statute

[ORC 3314.072](#) establishes the conditions under which a school may be suspended, along with a school's procedural rights. Provisions include:

- *For any of the reasons prescribed in division (B)(1)(a) to (d) of section 3314.07 of the Revised Code, the sponsor of a community school established under this chapter may suspend the operation of the school only if it first issues to the governing authority notice of the sponsor's intent to suspend the operation of the contract. Such notice shall explain the reasons for the sponsor's intent to suspend operation of the contract and shall provide the school's governing authority with five business days to submit to the sponsor a proposal to remedy the conditions cited as reasons for the suspension.*
- *The sponsor shall promptly review any proposed remedy timely submitted by the governing authority and either approve or disapprove the remedy. If the sponsor disapproves the remedy proposed by the governing authority, if the governing authority fails to submit a proposed remedy in the manner prescribed by the sponsor, or if the governing authority fails to implement the remedy as approved by the sponsor, the sponsor may suspend operation of the school pursuant to procedures set forth in division (D) of this section.*
- *If division (B) of this section applies or if the sponsor of a community school established under this chapter decides to suspend the operation of a school as permitted in division (C)(2) of this section, the sponsor shall promptly send written notice to the governing authority stating that the operation of the school is immediately suspended and explaining the specific reasons for the suspension. The notice shall state that the governing authority has five business days to submit a proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.*
- *Upon receipt of the notice of suspension prescribed under division (D)(1) of this section, the governing authority shall immediately notify the employees of the school and the parents of the students enrolled in the school of the suspension and the reasons therefore and shall cease all school operations on the next business day.*



## Overview

Sponsors provide and execute a plan for an orderly conclusion of a community school's operations when a community school is closed or suspended for any reasons permitted by law and/or the contract between the sponsor and the school. A school is considered closed or suspended when instruction has ceased, and the governing authority or sponsor has issued an official notice that includes the reason for and date of the school's closure or suspension. A community school also is considered closed if the Department issued a notice to a school under the state's automatic closure law, [ORC 3314.35](#). In the case of both suspension and closure, the sponsor and an authorized representative of the governing authority complete and sign the Suspension and Closing Assurance Form. Community school sponsors make sure a community school's governing authority takes all reasonable and required actions to fully address suspension or closing responsibilities. **If a school's governing authority is no longer able or willing to fulfill its obligations to orderly closure, the school's sponsor assumes responsibility for all closure activities.** A plan for school closure is a required part of the school's contract with the sponsor. Final preparations, as outlined in the plan, should be in place prior to the last day students are in attendance.

### Note:

- The suspension and closing procedures detailed in this document or the accompanying are not applicable to school mergers.
- Procedures for school closures that are the result of settlement agreements may differ based on the provisions of the settlement. Schools and sponsors should consult their legal counsel. Sponsors must submit a Suspension and Closing Assurance Form for each suspended or closed community school. By completing this assurance, sponsors attest that all necessary notifications and actions are completed.

When possible, the final FTE review should be completed within seven business days of the school ceasing operations or within seven business days of the area coordinator's notification of the school's suspension or closing by the Department. Final FTE reviews should be completed prior to transfer of original student records to the district(s). Sponsors must monitor the school's actions to assure both the FTE review and fiscal audit are scheduled in a timely fashion. If the school fails to schedule these activities, the sponsor must step in and make the necessary arrangements.

Sponsors should begin completing the Suspension and Closing Assurance Form as soon as possible after the suspension or closure of the school.

For all suspensions and closures, an estimated timeline for suspension and closure activities must be submitted to the Office of Community Schools. For mid-year suspension or closure, the estimated timeline must be submitted to the Office of Community Schools within 10 days of notification. In the case of suspension or closure at the end of the school year, sponsors shall submit an estimated timeline for suspension or closure activities to the Office of Community Schools, via Epicenter. When submitting the first quarterly suspension and closing assurances report, please ensure Column I is filled out with estimated dates of completion. Additionally, when submitting future quarterly suspension and closing reports, update Column I as needed.

The updated Suspension and Closing Assurance Form shall be submitted to the Office of Community Schools, quarterly, (July 1, or July 15 for newly closed schools, Oct. 1, Jan. 1 and April 1) via the Epicenter "Quarterly suspension and closing assurance reports" submission type while noting which activities are complete and identifying the date of completion for each item. Sponsors should continue to submit quarterly closing





assurance reports until all items on the form are complete and the suspension and closing assurances form is submitted via Epicenter. The quarterly submissions shall include, in the “Notes” column, a narrative explaining any delays. For items in which the sponsor believes is “non-applicable” to the school, the sponsor must provide a justification in Column H of the Suspension and Closing Assurance Form.

If refunds are generated later, the sponsor shall follow the instructions in the Preparation of Itemized Financials section of the report and complete the Final Payments and Adjustments section.

### **Additional Resources**

Additional information regarding best practices from The National Association of Charter School Authorizers is available [here](#).

### **Submission Instructions**

Sponsors must submit the Quarterly Suspension and Closing Assurance Report and the completed Suspension and Closing Assurance Form for each suspended and/or closed community school. By completing the Certification tab, sponsors attest that all necessary notifications and actions are completed.

Submit the (1) Suspension and Closing Assurance Reports quarterly using the submission type: Quarterly Suspension and Closing Assurance Reports; and the (2) completed Suspension and Closing Assurance Form with its Certification tab using the submission type: Suspension and Closing Assurance Form. Upload the files to Epicenter following the process below:

1. Log in to Epicenter at <http://epicenternow.org/>.
2. Click the Sign In link at the top of the page.
3. Enter your username and password.
4. Click Document Center.
5. On the Document Center page, click the Submission Upload button.
6. For Entity Type, select school.
7. For Submission Type, select either the “Quarterly Suspension and Closing Assurance Reports” or the “Suspension and Closing Assurance Form.” Final closure assurance forms should be submitted by sponsors using submission type “Suspension and Closing Assurance Form.”
8. For Entities, select the appropriate school by checking the box next to the school’s name.
9. Enter the required information.
10. Click the Upload New File button to upload your document.
11. (Optional) Type a brief message to the reviewer.
12. Click Submit.

**The Certification/Signature tab must include electronic signatures or original handwritten signatures. If printed and original signatures are obtained, the certification page must be uploaded to Epicenter along with the completed spreadsheet.**

The OCS consultants use Epicenter to access your submissions. Please contact your lead consultant if you have additional questions or if you are unable to view any of the information described above



## Records

Sponsors assure that all school records needed by the Ohio Department of Education, Ohio Auditor of State, U.S. Department of Education, and other interested entities are secured and available as needed during the closeout process. Records generally describe an account in permanent form, preserving knowledge or information about facts, transactions or events maintained and kept for the proper administration of the school, including student, staff, and administrative/financial information. Please note, the following categories and types of records should not be considered as the entire list of documents that might be examined during a suspension or closing procedure. Additional records may be requested during an FTE review or final audit. (Additional information is available in the Department's [FTE Review Manual](#).)

### *Student Records*

Student records include all educational, special education and other documents in the school's possession that relate to a student. Student records include, but are not limited to: documents normally found in permanent record folders that are necessary for reviews and audits; attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, courses completed and grades for each course, particularly for students enrolled in grades 9-12 and for graduates of the school; proof of residency documents that identify a student's home district; FTE Detail reports, with names and SSID numbers that can be used to match names to the FTE Detail report with randomly selected SSIDs obtained by the area coordinator; special education information and folders; and other such information that may be maintained and kept in a student permanent record folder.

Schools must retain copies of all student records necessary to complete the final FTE review and financial audit.

### *Staff Records*

Staff records include but are not limited to employment agreements or contracts; salary and benefits information; attendance and leave information; employee licenses; Local Professional Development Committee (LPDC) status and record of continuing education; payroll and withholding documents; and other such information that may be included in an employee record folder. Staff records at the school do not include records of individuals employed by the operator or contractors.

### *Administrative/Financial Records*

Administrative/financial records include, but are not limited to: lease or rental agreement; deed if property is owned; inventories of furniture and equipment, including purchase price, source of funds for payment, date purchased and property tag number; bank and financial reports, including all financial statements created by the fiscal officer; bank statements and checks; schedule of unpaid debt detailing amount, vendor and date of obligation; invoices, receipts, vouchers and purchase orders that detail expenditures; grant records, including detail of federal and state grant awards and final expenditure reports and contracts; and other such information that may be maintained to serve as the administrative/financial records for the school.

### *Record Retention*

Sponsors shall secure all school records (student, personnel, fiscal, etc.) prior to closing. All such records shall be maintained according to applicable records retention schedules. Records retention is governed by state and federal law and governing authority policy. [Find additional information](#) regarding state requirements. Federal records retention schedules are [here](#). Additional information is available in the Student Records section of the Suspension and Closing Assurance Form.



Community school sponsors are responsible for securing all records prior to closing and maintaining records in accordance with all applicable retention schedule.

Should you have any questions, please contact your lead consultant or the Office of Community Schools at [Community.Schools@education.ohio.gov](mailto:Community.Schools@education.ohio.gov).

**Please note:**

- A. For each task, sponsors must indicate whether the task is applicable in column G of the Suspension and Closing Assurance Form. If the task is **not applicable**, the sponsor must provide a justification for that determination in column H.
- B. The initial quarterly suspension and closing assurance report submitted in Epicenter must include an estimated completion date for each task (see column I). Be sure to follow the dates required by law or required by this document. If needed, update the estimated completion dates on future quarterly suspension and closing reports.
- C. Quarterly suspension and closing assurance reports are due in Epicenter on or before July 1, July 15 for newly suspended or closed schools, Oct. 1, Jan. 1, and April 1. As tasks are completed, provide a completion date in Column J.
- D. The quarterly submissions shall include, in the “Notes”, column K, a narrative explaining any delays.
- E. Besides the Quarterly Suspension and Closing Assurance Reports and the completed Suspension and Closing Assurance Form with its Certification tab, sponsors should submit separately to Epicenter: (1) the board resolution indicating suspension or closure, and (2) the estimated timeline for suspension and closure.



## Instructions for Completing All Required Suspension/Closing Tasks

### Section A: Initial Notifications

1. **Notify the Office of Community Schools (OCS) that the school is being suspended, closed or non-renewed under 3314.07(B) or for other cause, or the school has taken action to initiate closure within required timelines.**
  - a. In the case of a sponsor suspending or terminating a school's operation during the school year, notify OCS that the school is suspending or closing within 24 hours of the action.
  - b. In any other case, notify OCS of the action within 10 days.
  - c. Submit the community school's board resolution via Epicenter, including the date of suspension or closing within 10 days of the action.
2. **Notify the Area Coordinator's office to schedule the student enrollment/FTE review.**
  - a. Notify area coordinator(s) of the school suspension or closure and schedule the final student enrollment/FTE review within three days of the action.
  - b. The treasurer/fiscal officer of the school and other applicable staff should familiarize themselves with the current FTE manual.
  - c. In the case of closure, non-renewal or termination for reasons other than those outlined in 3314.07(B), the sponsor shall request notice of intent regarding continued operation from the school no later than May 15 and provide the response via Epicenter to the Office of Community Schools within three days of receipt.
3. **Notify the resident districts of students enrolled in the school, and the Auditor of State's office of the school being suspended, closed or non-renewed; include the effective date of the suspension or closure.**
  - a. Notify the resident districts, for the students currently enrolled.
  - b. Notify the Auditor of State's office of the school suspension or closure.
4. **Notify STRS and SERS that the school is being suspended or closed.**
  - a. Notify the Ohio State Teachers Retirement System and School Employees Retirement System
  - b. Ensure STRS and SERS contributions are current and request a final reconciliation.
    - i. In the case of mid-year suspension or closure, notify retirement systems within five days of the suspension or closure notice.
    - ii. For any other case, notify retirement systems no later than May 1.



## **Section B: Timeline of suspension or closure process**

- 1. Provide an estimated timeline of the suspension or closure process that includes all information contained in the suspension and closure procedures.**
  - a. Submit via Epicenter a clear and detailed written timeline of the actions and tasks that will take place to ensure the transition of students, staff and the suspension or closing of the schools' business. Submission of the first quarterly suspension and closing assurances form with Column I (Estimated Dates of Completion) filled out can serve as the detailed written timeline required for this action item.
    - i. In the case of mid-year suspension or closure, submit an estimated timeline within 10 days of the suspension or closure.
    - ii. In the case of suspension or closure at the end of the school year, include an estimated timeline when submitting the first quarterly suspension and closing assurances report.

## **Section C: Parent Notification**

- 1. Notification to parents of community school suspension or closure**
  - a. Notify parents that the school is suspending or closing through a formal letter from the school's Governing Authority within 24 hours of action in the case of mid-year suspension or closure; no later than March 1 in the case of nonrenewal under ORC 3314.07(B); and in any other case, notify parents no later than April 15. The letter must include but not be limited to the reason for the suspension or closing of the school, sponsor contact information, options for enrolling in another community school, traditional school or nonpublic schools and contact information.
- 2. Provide each parent with the location to where the child's records are delivered.**
  - a. The notification must include, but not be limited to; address and phone number, department and contact information of the resident districts to where the records are being delivered to.
- 3. Provide each parent with the contact information of the school's sponsor.**
  - a. The notification must include the contact information of the school's sponsor.
- 4. Information meeting regarding educational options for students**
  - a. Notify parents of an informational meeting, where the school will present education options to students for enrolling in another community school, traditional school, or nonpublic school.
  - b. Convene parents and/or guardians to discuss the school enrollment process for the regional district. If possible, representatives from the school, sponsor, resident districts, and/or community schools should be present to answer questions primarily of the school choice/enrollment for the next year.

## **Section D: Staff Notification**

- 1. Notify the teachers and staff that the school is suspended or closing.**
  - a. In the case of a mid-year suspension or closure, notify teachers and staff that the school is suspending or closing through a formal letter from the school Governing Authority within 24 hours of the action. The letter must include but not be limited to, the reason for the suspension or closing of the school, and if applicable, the status of appeals or legal action. Additionally, in the case of a mid-year suspension or closure, provide a second notification to the teachers and staff no later than 7 days after the initial notice. The letter must include, 1) plans to assist students in finding new schools; 2) date of last salary check, 3) instructions on filing for unemployment benefits, 4) date of termination of employees' benefits, 5) last day of work, 6)



description of any assistance the school will provide to faculty and staff to find new positions, and 7) information on where the suspension or closure plan, procedures and timeline can be found.

- b. In the case of nonrenewal under ORC 3314.07(B), notify teachers and staff that the school is suspending or closing through a formal letter no later than 10 days after action is taken. The letter must include but not be limited to the reason for the closing of the school, and if applicable, the status of appeals or legal action.
  - i. Additionally, in case of nonrenewal under ORC 3314.07 (B), provide a second notification to the teachers and staff no later than April 1 and include items 1-7 of section (D)(1)(a) above.
- c. In the case of nonrenewal for reasons other than ORC 3314.07(B), notify teachers and staff that the school is suspending operations or closing through a formal letter no later than 10 days after action is taken. The letter must include but not be limited to the reason for the closing of the school and the status of appeals or legal action.
  - i. Also, in case of nonrenewal for reasons other than ORC 3314.07(B), provide a second notification to the teachers and staff no later than May 1 and include items 1-7 of section (D)(1)(a) above.

**2. Notify teachers and staff that STRS/SERS contributions are current.**

- a. Include language in staff letter to assure staff that the contributions are kept current.

**3. Clarify COBRA benefits and when medical benefits end.**

- a. In the case of mid-year suspension or closure, school employees shall be notified when benefits will end, when COBRA benefits begin and contact for assistance no later than eight days after.
- b. In the case of nonrenewal under 3314.07(B) the notification, described in section (D)(3)(a), shall take place no later than April 1.
- c. In all other cases, the notification shall take place no later than April 15.

**4. Notify staff of the obligation to continue instruction through the date of suspension or closure.**

- a. Notify teachers and staff that the school is suspending operations or closing through a formal letter from the school Governing Authority within 24 hours of the action. The letter must reiterate their obligation to continue instruction through the date of suspension or closure.

**5. Ensure each faculty member's LPDC information is current and available to the teacher.**

- a. Provide each faculty member, in the case of a mid-year suspension or closure, with documentation that their LPDC information is current within five days of the action.
  - i. In the case of nonrenewal under 3314.07(B), notify the faculty no later than April 1.
  - ii. In all other cases, notify the teachers no later than April 15.

**6. Provide sponsor contact information to all staff.**

- a. See item (D)(1) above and include in the letter to teachers and staff must the sponsor contact information.

**7. Ensure all Resident Educator program documentation is current and available to affected teachers.**

- a. In the case of mid-year suspension or closure provide each Resident Educator with documentation that their Resident Educator program information is current within 5 days of action.
  - i. In the case of non-renewal under 3314.07(B), provide documentation no later than April 1.
  - ii. In all other cases, ensure the resident education program documentation is current no later April 15.



## **Section E: Secure all school records, property, and assets.**

- 1. Take control of and secure all school records, property, and assets immediately when the school is suspended or closed.**
  - a. In the case of mid-year suspension or closure, secure all records (student, administrative/financial, staff), property, and assets within 24 hours of notice of suspension or closure.
  - b. If the building's landlord seizes the facility and its contents, or when a governing authority reneges on its obligations or other unforeseen circumstances, legal action may be necessary. The sponsor must share any such circumstance with the sponsor's OCS assigned consultant as quickly as possible.
  - c. In the case of suspension or closure at the end of the school year, begin securing all records and assets immediately under the oversight of the sponsor.
    - i. The sponsor should review the status of all records and assets no later than May 1 prior to suspension or closure.
    - ii. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*

## **Section F: Student Records**

Student records include but are not limited to: documents normally found in permanent record folders that are necessary for these reviews and audits, include attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, particularly for students enrolled in grades 9-12 and for graduates of the school; proof of residency documents that identify a student's home district; two reports, one with names and SSID numbers, and one with SSID numbers only; special education folders; and other such information that may be maintained and kept in a student permanent record folder.

- 1. Ensure student records are in order and transcript materials can be provided immediately.**
  - a. Organize records by grade level and district of residence.
  - b. Student names and SSID must be displayed clearly.
  - c. Prepare to deliver all students records to students' districts of residence within seven days of suspension or closure.
    - i. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*
- 2. Scan or make a copy of all CURRENTLY enrolled student's records and provide a listing by residential district.**
  - a. Maintain a list in alphabetical order of the currently enrolled students by residential district.
  - b. Scan or make a copy of each currently enrolled student's records.
  - c. Scan or make a copy of each student's record, by residential district, in alphabetical order.
  - d. The community school shall maintain copies of records necessary to conduct the FTE review and final Auditor of State audit.
- 3. Organize all withdrawn student files by district.**
  - a. Maintain a list of all withdrawn students, in alphabetical order, by residential district.
  - b. Provide each withdrawn student's records, by residential district, in alphabetical order, to the residential district within seven days of suspension or closure.



- 4. Organize all SPED files by district (separate from cumulative files)**
  - a. Maintain a list of all SPED student files, in alphabetical order, by residential district.
  - b. Provide each SPED student's records, by residential district, in alphabetical order, to the residential district within seven days of suspension or closure.
  
- 5. If the school has graduated students, compile a list of the names and dates of all graduates, and provide digital or hard copies of transcripts.**
  - a. Maintain a list (name and SSID) of all graduated students, in alphabetical order, by residential district.
  - b. Provide each graduated student's transcript, in alphabetical order by residential district, to each residential district within seven days of suspension or closure.
    - i. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*
  
- 6. Have all available IEP, enrollment and attendance records available for the completion of the FTE closure review.**
  - a. In the case of mid-year suspension or closure, records should be available for review no later than seven days of suspension or closure.
  - b. In the case of suspension or closure at the conclusion of the school year, schools should be prepared for an FTE review within seven days of the last day of instruction.
    - i. *As a best practice, sponsors are recommended to review FTE review requirements with their schools annually and periodically check the condition of records necessary to complete FTE reviews.*
  
- 7. If possible, ODE will complete student enrollment/FTE review within seven (7) days of closure or suspension and prior to student records being delivered to resident districts.**
  
- 8. Deliver the original cumulative student records of all current, withdrawn (withdrawn during the current school year and not already delivered to the student's new school), and graduates to each student's district of residence (with printed list of included students) within seven (7) business days of the school's suspension or closure and obtain a signed delivery receipt.**
  - a. Provide the district of residence with a printed list of all student records they are receiving.
  - b. Records must be placed in a box and arranged in alphabetical order.
  - c. Place a printed list of the student records on the outside of each box of records.
  - d. Obtain a signed delivery receipt from the residential district with the printed name and signature of the person receiving the records.
  - e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
    - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.
  
- 9. Deliver the original SPED student records to each student's district of residence (with printed list of included students) and obtain signed delivery receipt.**
  - a. Provide the district of residence with a printed list, in alphabetical order, of all SPED student records they are receiving.
  - b. Records must be placed in a box and arranged in alphabetical order.
  - c. Include a printed list of the special education student records inside of each box to ensure student confidentiality.





- d. Obtain a signed delivery receipt from the residential district with the printed name and signature of the person receiving the records.
- e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
  - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.

**10. Deliver the student records of all withdrawn and graduates to each student's district of residence (with printed list of included students) and obtain signed delivery receipt.**

- a. Provide the district of residence with a printed list of all student records they are receiving.
- b. Records must be placed in a box in alphabetical order.
- c. Place a printed list of the student records on the outside of each box of records.
- d. Obtain a signed delivery receipt from the residential district with the printed name, signature of the person receiving the records.
- e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
  - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.



## **Section G: Financial Review and Notifications includes completing a review of the financial records within seven days of notice of suspension or closure.**

### **1. Compile List of Creditors and Debtors.**

- a. Compile a listing of Creditors. The list may include, but not be limited to, the following categories:
  - i. Contractors to whom the school owes payment.
  - ii. Lenders
  - iii. Mortgage holders
  - iv. Bond holders
  - v. Equipment suppliers
  - vi. Secured and unsecured creditors
  - vii. Persons or organizations who owe the school fees or credits.
  - viii. Lessees or sub-lessees of the school
  - ix. Any person or organization holding property of the school.
- b. Compile a listing of all debtors. That list may include, but not be limited to, the categories listed above under Creditors.

### **2. Notification to all Creditors**

- a. Solicit from each creditor a final accounting of the school's accrued and unpaid debt.
  - i. Compare the figures provided with the school's calculation of the debt and reconcile.
  - ii. Where possible, negotiate a settlement of debts consummated by a settlement agreement reflecting satisfaction and release of the existing obligations.
  - iii. Schools having elected 'reimbursing' status for unemployment insurance must contact the Ohio Department of Job and Family Services, Office of Unemployment Insurance Operations to determine unemployment insurance liability.

### **3. Notification to all Debtors**

- a. Contact all debtors and request payment.
  - i. If collection efforts are unsuccessful, consider turning the debt over to a commercial debt collection agency.
  - ii. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.

### **4. Notification to vendors and termination of contracts**

- a. Notify utilities, insurance, landlord, banks, bond holders, contractors, etc., of potential default date and when last payment will be made.
- b. Notify all contractors of school closure and cessation of operations.
- c. Retain records of past contracts and payments with proof that they were paid in full.
- d. Terminate contracts for goods and services as of the last date such goods or services will be needed.
- e. Instruct contractors to remove any contractor property from the school by a certain date (e.g.,2 copying machines, water coolers, other rented property).
- f. Maintain telephone, gas, electric, water, insurance and directors and officer's liability insurance long enough to cover the time required for all necessary closure procedures to be complete.



## **5. Review of budget and cash balances to ensure funds through closure process.**

- a. Review budget and current-year expenditures to date to ensure that funds are enough to operate the school through the end of the school year, if applicable.
- b. Emphasize the legal requirement to limit expenditures to only those in the approved budget, while delaying approved expenditures that might no longer be necessary until a revised budget is approved.
- c. Acknowledge that there are unique expenditures associated with school closure and that the parties will meet to identify these expenditures and funding sources.
- d. Ensure that the school continues to collect revenues included in the school's budget, if applicable.
- e. Make revisions to closure and associated expenses while prioritizing continuity of instruction. The revised budget should include funding to ensure the school's treasurer is engaged to complete the closure process.

## **6. Terminate Operator (EMO/CMO) Agreement**

- a. Review the operator agreement and take steps needed to terminate the agreement at the end of the school year or when the charter contract expires. Actions include:
  - i. Request a final invoice from the operator and a final accounting of any retained school funds and the status of grant funds.
  - ii. The school and the operator should agree upon how the company will continue to provide educational services until the last day of instruction.
  - iii. The school and the operator agree when other services including business services will end.

## **7. Notify all funding sources, charitable contributors, grants, etc.**

## **8. Final Reporting of all EMIS items (staff, student, and fiscal)**

- a. The community school governing authority's designees (school administration, treasurer, fiscal officer, etc.) must report all necessary information regarding students, staff, financials, etc., in EMIS. Please check the EMIS Manual and reporting schedule for details.

## **9. Preparation of year-end financial statements**

- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must review and prepare the itemized financials (subject to revision based on Auditor of State's final audit) to include year-end financial statements, notes to the financial statements and federal awards, if applicable. These financials should include the following items:
  - i. Cash analysis (taking the previous month's recap and reconciliation of bank accounts to books) for determination of the cash balance as of the closing date.
  - ii. List of investments in paper (hard copy) format.
  - iii. List of all payables and indicate when a check to pay the liability clears the bank.
  - iv. List of all unused checks (collect and void all unused checks).
  - v. List of any petty cash.
  - vi. List of bank accounts, closing the accounts once all transactions are final.
  - vii. List of all payroll reports including taxes, retirement, or adjustments on employee contract.
  - viii. Lists of all accounts receivable.
  - ix. List of assets and their disposition



## 10. Establish approved order of Vendors to be Paid.

- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must utilize only state dollars, auction proceeds, and any other non-federal dollars to pay creditors in the following order:
  - i. Retirement funds of employees of the schools, such as 401Ks.
  - ii. STRS/SERS retirement systems teachers and staff.
  - iii. Teachers and staff salaries.
  - iv. Unemployment insurance, if applicable.
  - v. Private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs.
  - vi. Any remaining funds are to be paid to the Department of Education.

## Section H: Disposition of Assets

### 1. Establish a comprehensive Asset listing for the school by fund.

- a. The community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority must establish a check off list of assets including all inventory with proper USAS codes, state codes, and the price of each item and identify the source of funds; in the case of donated items follow the accounting guidance.
  - i. *NOTE: ORC 3314.0210, effective 02/01/2016, states when an operator or management company purchases furniture, computers, software, equipment or other personal property for use in the operation of a community school under this chapter with state funds that were paid to the operator or management company by the community school as payment for services rendered, such property is property of that school and is not property of the operator or management company. When a community school permanently closes and ceases its operation as a community school, any property that was acquired by the operator or management company of the school in the manner described in this section shall be distributed in accordance with division (E) of section 3314.015 and section 3314.074 of the Revised Code.*

### 2. Separate Identification of Federal assets valued over \$5,000.

- a. Unless otherwise described below for the Public Charter Schools Program and the National School Lunch Program, all items purchased with federal funds may be sold at auction. However, for any item with a value of \$5,000 or higher, the item must be labeled on the disposition of assets record as having been purchased with federal dollars, along with the purchaser information (name of school or organization and contact).

### 3. Separate identification of Federal assets purchased with PCSP funds.

- a. The following tasks are the responsibility of the community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority.
  - i. Public Charter School Program assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the Public Charter School Program. If there are no takers, then an auction sale must be held to dispose of the assets along with the state-funded assets.
  - ii. After the above steps have been taken, any remaining assets may be offered to any public- school district with documented board resolutions by the community school and the accepting district.
  - iii. Provide the Office of Community Schools with a written report of the property and, if



available, a bill of sale. Completion within 30 days of closure.

**4. Separate identification of Federal assets purchased with NSLP funds.**

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, is responsible for contacting the Office of Child Nutrition.
  - i. Cafeteria equipment purchased with funds from the National School Lunch Program can only be liquidated through written guidance issued by the Office for Child Nutrition. Contact the Office for Child Nutrition prior to proceeding with any liquidation of equipment. Liquidation should be completed within 30 days of closure.

**5. Establish Fair Market Value**

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must establish the fair market (initial and amortized) value following generally accepted business rules in a transparent manner. The Uniform Commercial Code offers guidelines for liquidating assets in a commercially reasonable manner for all state-purchased assets and federally purchased assets that have a value of less than \$5,000 (ORC 1309.627).
  - i. *Note: Essentially, the price should be at the current price in any recognized market at the time of disposition or otherwise consistent with reasonable practices among dealers in the type of property subject to disposition. The school's governing authority's capital assets policy also should be followed. If an asset has no market value and the school is planning to dispose of the asset at a public auction, the school should still place a minimal value on the item.*
  - ii. As a best practice, sponsors are advised to periodically review the schedule of assets and accompanying value to ensure that records are up to date.
- b. In the case of a mid-year suspension or closure, the treasurer should complete the necessary review within seven days (7) of notice. In the case of closure at the conclusion of the school year, review should occur no later than May 1 prior to closure.

**6. Designation of Individual with legal authority for payment processing**

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must identify staff who will have legal authority for payment processes (checks, cash, credit cards, etc.) and make designation within seven days following notice of suspension/closure.

**7. Board approved Disposition plan for assets**

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must establish a disposition plan for all remaining assets. Disposition of remaining assets should be completed within 14 days of closure.

**8. Notification of Public Auction**

- 9. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must notify the Office of Community Schools and then the public media (print, media, radio) of the date, time, and location of the asset and/or property disposition auction. Notification shall take place within 30 days' notice of suspension or closure. Board resolution for assets transferred to another public school at no cost.**



- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must provide board resolutions and minutes of any assets transferred at no cost to another school. In the case of a mid-year closure, a plan for disposition of assets shall be completed within 14 days of notice or closure.

**10. Identify any Ohio Facilities Construction Commission guarantees.**

- a. Contact the Ohio Facilities Construction Commission within seven days of notice of suspension or closure.

**11. Notify the Ohio Facilities Construction Commission of the closure.**

- a. Contact the Ohio Facilities Construction Commission within seven days of notice of suspension or closure.

**12. Offer assets acquired from public districts back to district at Fair Market Value**

- a. Consistent with ORC Section 3314.051, the community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, shall offer real property acquired from a public-school district to that school district's board first at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manner.

**13. Prepare documentation on the sale of assets.**

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must track the sale of items in addition to establishing a fair market value for each item and have supporting board resolutions for donation of items to another community, other public school, or nonprofit entity.

## **Section I: Final Payments and Adjustments**

**1. Final Payments to All Vendors**

- a. Determine if any portion of any funds or adjustments can be applied to satisfy any remaining debt; payables (any money owed to another).

**2. Completion of Final Audit**

- a. Submission of the final audit report as presented by the Ohio Auditor of State's Office. **(Note: The final audit identifies the amount of funds on hand and any outstanding liabilities at the time the audit was completed.)**

**3. Send Remaining Funds to ODE**

- a. Send all the remaining funds to the Ohio Department of Education, Office of Budget and School Funding for final disposition. **(Note: Sponsors will work with the school treasurer to account for any funds that remain after all outstanding bills are paid. All of a school's unexpended funds must be accounted for and returned to the Department.)**

**4. Close all Bank Accounts.**

- a. The treasurer shall direct all bank accounts to be closed.
  - i. Remaining checks shall be destroyed.



## Section J: Quarterly Reporting; Dissolving the community school; Notifying the Secretary of State and IRS

1. **Sponsors provide quarterly reports** on the progress made of all suspension and closing procedures.
  - a. Submit this progress report via Epicenter by July 1, July 15 for newly suspended or closed schools, Oct. 1, Jan. 1, and April 1 until suspension or closure process is complete.
2. **The governing authority adopts a resolution to dissolve the school** and indicates to whom the school assets purchased with nonpublic funds will be distributed to after all creditors have been paid.
  - a. The governing authority adopts a resolution to dissolve the school and indicates to whom the school assets purchased with nonpublic funds will be distributed to after all creditors have been paid.
  - b. Unless otherwise provided in the bylaws, the members (if any), or board, vote on the resolution to dissolve.
  - c. A nonprofit corporation is dissolved upon the effective date of its articles of dissolution.
  - d. Consult with the school's attorney for further details.
3. **After the resolution to dissolve is adopted, dissolve the corporation** by delivering to the Secretary of State for filing articles of dissolution setting forth:
  - a. Name of the nonprofit corporation.
  - b. Address of the nonprofit corporation's principal office.
  - c. Date dissolution was authorized.
  - d. If dissolution was authorized by the directors, a statement to that effect.
  - e. If dissolution was approved by the members, a statement of the number of votes cast for the proposal to dissolve.
  - f. Provide additional information the Secretary of State determines is necessary or appropriate.
4. **Notify IRS** of the closing of the school and/or dissolution of nonprofit corporation.

**ATTACHMENT 4.1**  
**CONFLICT OF INTEREST POLICY**

1. School Conflict of Interest Policy

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





## Policy 1003: Ethics and Conflicts of Interest

### I. Policy Statement

It is policy of the Governing Authority that its mission be carried out in accordance with the strictest ethical guidelines and to ensure that Governing Authority members conduct themselves in a manner that fosters public confidence in the integrity of the school, its processes, and its accomplishments. This policy applies to all Governing Authority members, designated fiscal officer, and management company personnel. Management company personnel includes all personnel who perform or possess administrative or supervisory functions or responsibility for the school. For the purposes of this policy, the individuals covered by this policy may be referred to individually or collectively referred to as "public official(s)".

### II. General Standards of Ethical Conduct

Public officials must, at all times, abide by protections to the public embodied in Ohio's ethics laws, as found in Chapters 102. and 2921. of the Revised Code, and as interpreted by the Ohio ethics commission and Ohio courts. (A copy of these laws is provided to each new Governing Authority member as required in ORC 102.09(D). Each Governing Authority member is required to acknowledge receipt in writing). Public officials must conduct themselves, at all times, in a manner that avoids favoritism, bias, and the appearance of impropriety.

- A. A general summary of the restraints upon public officials includes, but is not limited to, those listed below. Public officials shall not:
1. solicit or accept anything of value from anyone doing business with the school;
  2. solicit or accept employment from anyone doing business with the school, unless the public official completely withdraws from school activity regarding the party offering employment, and the Governing Authority approves the withdrawal;
  3. use their public position to obtain benefits for a family member, or anyone with whom the public official has a business or employment relationship;
  4. be paid or accept any form of compensation for personal services rendered on a matter before any Governing Authority, commission,



committee or other body of the school, unless they qualify for the exception, and file the statement, described in Section 102.04(D) of the Revised Code;

5. hold or benefit from a contract with, authorized by, or approved by, the school (the ethics law does except some limited stockholdings, and some contracts objectively shown as the lowest cost services, where all criteria under Section 2921.42 of the Revised Code are met, "Abstention" does not cure a violation of this provision);
6. vote, authorize, recommend, or in any other way use their position to secure approval of a school contract (including employment or personal services) in which the public official, a family member, or anyone with whom the public official has a business or employment relationship, has an interest;
7. solicit or accept honoraria (see Sections 102.01(H) and 102.03(H) of the Revised Code);
8. during public service, and for one year after leaving public service, represent any person, in any fashion, before any public agency, with respect to a matter in which the public official personally participated while serving in their position at the school; or,
9. use or disclose confidential information protected by law, unless appropriately authorized; or use, or authorize the use of, their title, the name "(school's name)," or logo in a manner that suggests impropriety, favoritism, or bias by the school or the public official.

B. For purposes of this policy:

1. "Anything of Value" includes anything of monetary value that is of such character that it manifests a substantial and improper influence upon the public official with respect to their duties. Examples include, but are not limited to, money, gifts, food or beverages, social event tickets and expenses, travel expenses, golf outings, consulting fees, compensation, or employment.
2. "Monetary Value" means worth greater than de-minimis or nominal.
3. "Anyone doing business with the school" includes, but is not limited to, any person, corporation, or other party that is doing or seeking to do business with, regulated by, or has interests before the school.



### **III. Annual Disclosure Statement**

Each Governing Authority member shall annually sign a conflicts of interest disclosure statement that includes, but is not limited to, the names of any immediate relatives or business associates employed by the following within the previous three years: the sponsor or management company of the school; a school district or educational service center that has contracted with the school; or a vendor that is or has engaged with business with the school. The management company shall prepare a form with the required information for signature by each Governing Authority member and retain the forms in the school office according to the Governing Authority's records retention schedule.

### **IV. Ethics Training**

Each Governing Authority member, and other required individuals, shall complete ethics training, if required by law and/or the community school contract.

### **V. Assistance**

The ethics commission is available to provide advice and assistance regarding the application of the ethics law and related statutes. The commission can be contacted at (614) 466-7090. The commission's web site address is: [www.ethics.ohio.gov](http://www.ethics.ohio.gov). A public official may contact the commission at any time to seek their advice and counsel. With Governing Authority approval, the school's counsel may also be consulted to provide guidance involving this policy.

### **VI. Penalties**

Failure of public official to abide by this policy, or to comply with the ethics law and related statutes, will result in discipline, which may include removal from the Governing Authority, cancelling of any engagement contracts, as well as any potential civil or criminal sanctions under the law.

## **ATTACHMENT 5.2 FACILITIES PLAN**

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



Attachment 5.2 - Facilities Plan

**Warren Middle**

1. Summit Academy School for Alternative Learners Warren Middle & Secondary, 1461 Moncrest Drive, Warren, OH 44485. Serving grades 8-12.  
This location is a 25,262 square foot, single story building with an occupancy load of 515 people. It has eight classrooms, six offices, one cafeteria/dojo, one gym, and three sets of restrooms. This location has one main entrance and six emergency exits.
2. N/A
3. N/A
4. N/A
5. The schools of Summit Academy do not own or lease the facilities or maintain any outstanding debt for the facilities. The school's operator, Summit Academy Management (SAM), provides facilities for the schools as an integral part of the comprehensive educational services SAM furnishes pursuant to the parties' management agreement.

## **ATTACHMENT 6.3 EDUCATIONAL PLAN**

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

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

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

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

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

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

## **ATTACHMENT C1: 6.3 EDUCATIONAL CURRICULUM**

### **1. Curriculum Plan**

a. *Focus, mission, philosophy, goals, and objectives of curriculum:*

The mission of Summit Academy schools is to build hope, success, and well-being through education and advocacy for students with special needs. Our focus is enabling students with disabilities to find success in the regular curriculum to the greatest extent of their abilities. Our goal is to provide the needed differentiation and support to enable high school students to graduate ready to start their work life or continue their education in the setting of their choice, preparing them to be active, contributing citizens.

b. *Characteristics of the students the school expects to attract, including ages and grades of students:*

Though the number fluctuates through the school year, sometimes reaching as high as 91%, as of September 2023 we have 70% students with disabilities. 100% of students are economically disadvantaged. The school serves students who are in grades 8 through 12, ages 11 through 22.

c. *Description of curriculum:*

Knowing that students with disabilities present with a wide range of strengths and challenges, we have chosen an instructional model of tiered intervention that is based on Ohio's Learning Standards. Our classrooms follow the Multi-Tiered Systems of Support model, which is evidence based and highly effective for students with disabilities.

Relying on the vertical alignment built in the Common Core Standards in ELA and Math, teachers are able to assess students' knowledge and fill in the missing skills while moving forward in the curriculum. All students receive daily Tier 1 on-grade-level instruction in each content area, appropriately scaffolded to allow students at all levels to achieve grade-level content. Students who are successful working at grade-level are given additional, in-depth instruction and enrichment activities in those topics. For the majority of our students, teachers and intervention specialists work together to provide appropriate Tier 2 supports to assist them in accessing the grade-level content. Students who still struggle are then offered Tier 3 supports, which are more intensive and may include intervention in basic skills in the class.

All students take part in a daily intervention period in addition to their class schedule. This time is utilized to address gaps in basic numeracy and phonics skills in order to build their toolbox so that they can better access core content. This time is also used to address IEP goals, where appropriate. General education students also take part in the intervention period and either take part in career exploration activities, or receive interventions in specific skills gaps as identified on benchmarking assessments and in the classroom.

Tiered Intervention is the implementation of a process known as Response to Intervention (RTI). RTI is the practice of providing scientific, research-based instruction and intervention matched to students' needs, with important educational decisions based on students' levels of performance and learning rates over time. In this process, students are assessed to determine their present level of achievement and then are provided instruction based upon that assessment. We use Renaissance Star assessments to determine students' levels in reading and math and determine specific skill deficits, which are then used to place students in flexible groups in order to address those deficits. Assessments are given again to see if the

instruction worked. If so, new instruction is planned and if not, another approach is tried. The process is repeated with the teachers being supported in their instructional decisions by analyzing data in teacher-based team meetings. This process holds teachers accountable for each student's success.

Summit Academy's goal is to provide a co-teaching model in every classroom, due to our high special education population. However, due to staffing challenges, we are not always able to provide co-teaching for every single classroom all periods of the day. Instead, our Intervention Specialists rotate with their caseloads through the day, which means that most of the time content teachers will have a second person in their classroom. Because we try to ensure that Intervention Specialists are present in math and ELA classes in order to intervene on foundational number sense and literacy skills, our Instructional Assistants fill in to support science, social studies, and specials classes where they are able. With improved staffing, our goal is to return to a co-teaching model.

Students change classes during the course of the day with each class period taught by an appropriately licensed teacher who groups the students as necessary for differentiation of instruction for successful attainment of the curriculum. We employ the needed number of special education teachers to maintain the required ratio of Intervention Specialists to students on IEPs. Our instructional day begins at 7:15AM and ends at 2:40PM with a 25-minute lunch break. In the 2023-2024 school year, we are scheduled to provide instruction for 1050 hours. Teachers provide instruction following the Summit Academy Pacing Guides, which are based on the Common Core State Standards and include concepts testing on the Ohio End of Course Exams.

We use a wide variety of instructional materials. We have adopted the following textbook series and support materials as the foundational source of content:

- i. For Grades 8-12 ELA, we use McGraw-Hill StudySync. This is an online curriculum with supplemental workbooks. This curriculum includes writing, grammar, and literature instruction for all grades 8-12 and also includes options for differentiation and accommodations within the program. Teachers also use novels and trade books for units of study, differentiating as needed by students. All grade levels also use online resources as necessary to supplement paper-based materials. This area of curricular materials can change over the course of a year as we respond to the specific needs presented by the children enrolled.
- ii. Pearson Envision 2.0 provides curriculum for the core classes Math I (8<sup>th</sup> grade), Algebra I, Geometry, and Algebra II. Envision 2.0 includes both Tier I instruction as well as interventions and differentiated materials. Online resources and teacher-created resources are also used to supplement the learning process.
- iii. A combination of Holt Social Studies curriculum and Houghton Mifflin Harcourt is utilized for grades 8-12. In 8<sup>th</sup> grade, World History is taught using an HMH textbook. At the high school level we offer United States History (Holt), United States Government (HMH), and Economics, along with some Social Studies electives such as Sociology. We also have a combination of Holt Science and HMH for science curriculum. In high school, Physical Science, Biology and Earth Science are offered, as well as electives such as Anatomy, Biology II, and Environmental Science.



- iv. Health, which students take in 10<sup>th</sup> grade, is taught following the Lifetime Health textbook from Holt. Physical Education classes, offered 8-12, are taught following the Ohio standards for Physical Education. Art classes are also taught following the Ohio standards for Art instruction.
  - v. We have a small number of students in this school who have significant intellectual disabilities. We have adopted materials from the Attainment Company which align to the Ohio Content Standards – Extended.
  - vi. For any students requiring credit recovery, we use the online program Edgenuity which provides online courses that students can work through at their own pace to receive appropriate credits.
  - vii. For students needing to earn Industry Credential Seals toward graduation, we use the Rise Up curriculum.
- d. *Instructional delivery methods used:*  
Our main instructional delivery method is MTSS as described above. This is a teacher-led, student-centered face-to-face method utilizing flexible small group instruction. Students are also given opportunities to utilize instructional software and hands-on materials to further support their learning.
- e. *Educational program for each grade served:*
- i. Grade eight students are enrolled in language arts, math, science, social studies, art, physical education, martial arts, intervention, and restorative circles/social-emotional learning time.
  - ii. Grade nine students are enrolled in English I, Physical Science, Algebra I, World History, and Physical Education, as well as additional electives.
  - iii. Grade ten students are enrolled in English II, Biology, Geometry, American History, and Health, as well as additional electives.

Grade eleven students are enrolled in English III, Algebra II, and Government & Economics, as well as additional electives.

- iv. Grade twelve students are enrolled in English IV and Government, as well as additional electives.
  - v. Students in all grades have varied electives including additional science and math courses, art, martial arts, physical education, creative writing, sociology, and other offerings.
  - vi. Financial literacy is taught within the Economics course, which is typically taken by students in grade eleven.
  - vii. All students also take part in an intervention period. College and transition projects are also assigned for students in the intervention period.
  - viii. All students take place in a social-emotional learning curriculum during a restorative circle period.
- f. *Evidence/research of viability of curriculum:*  
The courses that we offer are aligned to the graduation requirements of the state of Ohio. The materials we have chosen were selected to be appropriate to a spectrum of learners. We will be able to continue meeting the needs of learners with these materials as we supplement them as needed to address any standards that they miss. We use a variety of consumable and non-

consumable materials as well as subscriptions to online software to keep up with both changing standards and the needs of our students.

g. *Description of how curriculum aligns with Ohio Content Standards:*

Summit Academy Management has created pacing guides that include a timeline for ensuring that all grade level standards are met. The pacing guides also include additional resources such as vocabulary enrichment, resources for particular lessons, and real world connections. No one resource will be adequate to help all of our students access the Ohio Content Standards. The Building Leadership Team uses the decision framework on an annual basis to analyze the instructional resources to ensure all content is being supported across all of the levels of achievement that our students represent.

2. **Detailed description of preschool operation:** Not applicable.

3. **Blended Learning Plan, if applicable:** Not applicable.

4. **Description of classroom-based and non-classroom-based learning opportunities and explanation of how the learning opportunity ties into curriculum and mission-**

- a. *Classroom-based:* Differentiation of instruction and assignments are paramount with our diverse learners and having a variety of strategies helps to facilitate that. Classroom learning strategies used include whole group, small group, independent learning, cooperative learning groups, peer to peer tutoring, jigsaw method, explicit instruction, restorative practices, and other evidence-based strategies as appropriate to content classes. These strategies allow each individual student to contribute to the learning of the group at their own level, which provides a higher sense of ownership and accountability to student learning. All of these researched based methods allow classroom teachers to provide opportunities to have students reach high standards set by the classroom curriculum. These methods directly impact our mission by motivating our students to find successes in their learning and provide active members of the community after graduation.
- b. *Non-classroom-based, including (if applicable):* It is critical to offer non-classroom-based opportunities to our students as many are easily influenced by peers and the media. The community we teach is also largely economically disadvantaged and many of our students come from situations of trauma involving drugs, incarcerated family members, or other comorbid factors. Therefore, we focus heavily on restorative practices, social-emotional learning, and teaching our students healthy coping skills. We also focus on finding opportunities for students to participate in the local community in a healthy and constructive manner. Our Health classes cover topics such as drugs, alcohol abuse, and healthy relationships with discussions on wellness, life choices, and responsible living. The Pastor from Regeneration Church will come over multiple times throughout the year to talk with the students about communication, trust, and leadership.
  - i. *Credit Flex or College Credit Plus:* We offer Credit Flex to students who are severely credit deficient and have the academic strength to complete classes independently and self-paced. We also offer the College Credit Plus program to our students. We find that a relatively small number are prepared to do college-level work during their high-school years. Thus far, we have not had any students that have applied for the College Credit Plus program.
  - ii. *Field Trips with academic enhancement component:* We offer field trips when academically appropriate, concentrating on college and career readiness opportunities. For example, sophomore students will tour the Trumbull Career and Technical Center for Career Exploration Day where students visit departments they might be interested in. The New Castle School of Trades also allows students to tour the facility and shadow

departments. In the past we have also offered field trips to tour Kent State Trumbull and Youngstown State University, however due to covid we have not had the opportunity to hold these field trips in a couple of years. We hope to resume these as soon as it is safe. Finally, a small number of students will participate in the YSU English Festival, which allows them to spend a day on the YSU Campus learning from authors and participating in activities with students from surrounding high schools.

- iii. *Tutoring:* Students identified with IEP goals are required to attend daily intervention. Students without IEP goals attend career enrichment activities. After school tutoring is sometimes available for students to work on literacy and math skills through extended learning opportunities.
- iv. *Post-secondary enrollment:* See CCP
- v. *Career:* A Career Plan is in place according to the career advising policy. A Career and College Fair will be scheduled for all students to attend. This will include a wide variety of options for students to explore. In the past, we have had representatives from the United States Army, local colleges and trade schools, and representatives from local business owners to speak to students on a wide variety of topics. We also receive feedback from students about what types of careers and educational opportunities they would like to see represented so that we can reach out to organizations that our students are interested in. Through career enrichment time, students also create resumes, have mock interviews, learn how to apply for jobs, and other career readiness skills.
- vi. *Internet or independent study:* Students that are severely credit deficient are given the opportunity to complete credits through independent study.
- vii. *Other:* Our diverse students benefit from opportunities to practice social skills in the real world. Through our science department, students have connections to a wide variety of community resources. We have a school garden on-site that our science classes care for during the school day, and also a community garden on a lot offsite that students occasionally take field trips or extended learning opportunities to care for. The produce from these gardens are then sold at a local farmer's market. Students take part in all of these activities as a way to build social skills and real-world business skills. Our science department has also partnered with a local organization called Plant Ahead through which our students are starting an urban forest on our property. The students have been involved in this project every step. They started with canvassing the local neighborhood to get the local community's feedback about whether they would like to see an urban forest, what kinds of trees they would like to see, and answer any questions they may have. Then, with support from Plant Ahead, students will be planning the urban forest, planting the trees, and conducting scientific data collection on the growth of the trees for years to come.

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

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

**ATTACHMENT 6.5**  
**RACIAL AND ETHNIC BALANCE**

1. Plan to achieve and continue racial and ethnic balance

## ATTACHMENT 6.5

### RACIAL AND ETHNIC BALANCE

1. Plan to achieve and continue a racial and ethnic balance

#### Racial and Ethnic Balance

Summit Academy is committed to achieving and maintaining a racial and ethnic balance among its students. In order to attract and maintain diversity, Summit Academy will regularly distribute announcements to the public through various channels. These channels may include, but are not limited to, open house events, social media outlets, flyers distributed in neighboring communities, attendance at community activities, direct mailings to the families of prospective students and visits to both public and private businesses, schools, community centers, and civic organizations.

Additionally, Summit Academy utilizes social media and electronic communications to ensure that the opportunities offered to the students of Summit Academy are widely circulated. Summit Academy makes use of the internet by providing a school profile on its website that will give prospective parents and students a better understanding of our school. Summit Academy may also conduct outreach programs that consist of presentations for local social service providers and community organizations. The school will continue to collaborate with neighborhood organizations to publicize events in the community through local media.

Summit Academy will use the methods detailed above to ensure that students of all races, languages, disabilities, and abilities learn about the opportunities offered to our children. Summit Academy policy is to provide an equal opportunity for all students, regardless of religion, race, color, national origin, sex, disability, sexual orientation or age in its programs, activities or employment.

Summit Academy will annually review racial and ethnic balances compared to the community it serves and adjust the plan as necessary.

**ATTACHMENT 6.7**  
**STUDENT DISCIPLINE AND DISMISSAL POLICIES**

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



# **SPECIAL EDUCATION MODEL POLICIES AND PROCEDURES**

Adopted on:

June 18, 2024

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Date

By:

Summit Academy School for Alternative Learners - Warren Middle & Secondary  
District

July 1, 2009

# INTRODUCTION

By adopting these Model Policies and Procedures, the Summit Academy School for Alternative Learners - Warren Middle & Secondary (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.

### **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**

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) (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.



## Policy 4012: PBIS, Restraint, and Seclusion

### I. Definitions

- A. "Aversive Behavioral interventions" means an intervention that is intended to induce pain or discomfort to a student for the purpose of eliminating or reducing maladaptive behaviors, including such interventions as application of noxious, painful and/or intrusive stimuli, including any form of noxious, painful, or intrusive spray, inhalant or taste or other sensory stimuli such as climate control, lighting, and sound.
- B. "Behavioral Intervention Plan" means a comprehensive plan for managing problem behavior by changing or removing contextual factors that trigger or maintain it, by strengthening replacement skills, teaching new skills and by providing positive behavior intervention and supports and services to address behavior.
- C. "Chemical Restraint" means a drug or medication used to control a student's behavior or restrict freedom of movement. Chemical restraint is prohibited by the School in accordance with section (IV) of this policy. Chemical restraint, as used under this policy, does not apply to a drug or medication that is:
  - 1. Prescribed by a licensed physician, or other qualified health professional acting under the scope of the professional's authority under Ohio law, for the standard treatment of a student's medical or psychiatric condition; and
  - 2. Administered as prescribed by the licensed physician or other qualified health professional acting under the scope of the professional's authority under Ohio law.
- D. "De-escalation techniques" means interventions that are used to prevent violent and aggressive behaviors and reduce the intensity of threatening, violent, and disruptive incidents.
- E. "Functional Behavior Assessment" is a school-based process for students with disabilities and students without disabilities that includes the parent and, as appropriate, the child, to determine why a child engages in challenging behaviors and how the behavior relates to the child's environment. Consent from the parent and, as appropriate, the child, is to be obtained at the initial functional behavior assessment.
- F. "Mechanical restraint" means any method of restricting a student's freedom of movement, physical activity, or normal use of the student's body by using an appliance or device manufactured for this purpose; but does not mean a device used by trained student personnel, or used by a



student, for the specific and approved therapeutic or safety purpose for which the device was designed and, if applicable, prescribed, including:

1. Restraints for medical immobilization;
2. Adaptive devices or mechanical supports used to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports; or
3. Vehicle safety restraints when used as intended during the transport of a student in a moving vehicle.

G. "Parent" means:

1. A biological or adoptive parent;
2. A guardian generally authorized to act as the child's parent, or authorized to make decisions for the child (but not the state if the child is a ward of the state);
3. An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare;
4. A surrogate parent who has been appointed in accordance with Ohio law and/or administrative rules; or
5. Any person identified in a judicial decree or order as the parent of a child or the person with authority to make educational decisions on behalf of a child.

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

I. "Physical restraint" means the use of physical contact in a way that immobilizes or reduces the ability of an individual to move the individual's arms, legs, body, or head freely. Such term does not include a physical escort, mechanical restraint, or chemical restraint. Physical restraint does not include brief physical contact for the following or similar purposes:

1. To break up a fight;
2. To knock a weapon away from a student's possession;
3. To calm or comfort;
4. To assist a student in completing a task/response if the student does not resist the contact; or
5. To prevent imminent risk of injury to the student or others.

J. "Positive behavior intervention and supports" means a multi-tiered, school-wide, behavioral framework developed and implemented for the



purpose of improving academic and social outcomes and increasing learning for all students.

- K. "Positive Behavior Intervention and Supports leadership team" means the assigned team at the School that plans, coaches, and monitors positive behavior intervention and supports implementation in the School. The Positive behavior intervention and supports leadership team may include, but is not limited to, School administrators, teacher representatives across grade levels and programs, staff able to provide behavioral expertise, and other representatives identified by the School such as bus drivers, food service staff, custodial staff, and paraprofessionals.
- L. "Prone restraint" means physical or mechanical restraint while the individual is in the face-down position.
- M. "Seclusion" means the involuntary isolation of a student in a room, enclosure, or space from which the student is prevented from leaving by physical restraint or by a closed door or other physical barrier.
- N. "Student" means an individual enrolled in the School.
- O. "Student personnel" means teacher, principal, counselor, social worker, school resource officer, teacher's aide, psychologist, bus driver, related services providers, nursing staff, or other School or Management Company staff who interact directly with students.
- P. "Timeout" means a behavior intervention in which a student, for a limited and specified time, is separated from the class within the classroom or in a non-locked setting for the purpose of self-regulating and controlling his or her own behavior. In a timeout, the student is not physically restrained or prevented from leaving the area by physical barriers.

## II. **Positive Behavior Intervention and Supports Framework**

The School shall implement positive behavior intervention and supports on a school-wide basis in accordance with Ohio law and this policy.

- A. The requirements for the School's implementation of a positive behavior and supports framework are as follows:
  - 1. Includes a decision-making framework that guides selection, integration, and implementation of evidence-based academic and behavior practices for improving academic and behavior outcomes for all students.
  - 2. Includes the following integrated elements:



- a. Data-based decision making (to select, monitor, and evaluate outcomes, practices, and systems);
  - b. Evidence-based practices along a multi-tiered continuum of supports;
  - c. Systems that enable accurate and sustainable implementation of practices; and
  - d. Progress monitoring for fidelity and target outcomes.
- B. Standards for the School's implementation of positive behavior intervention and supports framework include:
1. Student personnel to receive professional development in accordance with paragraph (III) of this policy;
  2. Explicit instruction of school-wide behavior expectations;
  3. Consistent systems of acknowledging and correcting behaviors;
  4. Teaching environments designed to eliminate behavior triggers; and
  5. Family and community involvement.

### III. Professional Development

The following are requirements for professional development to be received by student personnel to implement positive behavior intervention and supports on a school-wide basis.

- A. Occurs at least every three years;
- B. Provided by the School's positive behavior intervention and supports leadership team or an appropriate state, regional, or national source in collaboration with the School's positive behavior intervention and supports leadership team;
- C. The trained positive behavior intervention and supports leadership team will provide professional development to the School in accordance with a School developed positive behavior intervention and supports training plan. It's the School's responsibility to retain records of completion of professional development; and
- D. The professional development under this policy will include the following topics:
  1. An overview of positive behavior intervention and supports;
  2. The process for teaching behavioral expectations;
  3. Data collection;
  4. Implementation of positive behavior intervention and supports with fidelity;





5. Consistent systems of feedback to students for acknowledgment of appropriate behavior and corrections for behavior errors; and
  6. Consistency in discipline and discipline referrals.
- E. For the purpose of satisfying the professional development requirements of this policy, the School may accept any professional development or continuing education provided in accordance with division (B) of section 3319.237 of the Revised Code if the professional development or continuing education meets the professional development requirements of paragraph (III)(D) of this policy.
- F. The School is to ensure that they have continuous training structures in place to provide ongoing coaching and implementation with fidelity.
- G. The listed requirements may be appropriately modified for the intended audience.

#### **IV. General Rules for Restrain and Seclusion**

- A. The following practices are prohibited by student personnel under any circumstance:
1. Prone restraint;
  2. Any form of physical restraint that involves the intentional, knowing, or reckless use of any technique that:
    - a. Involves the use of pinning down a student by placing knees to the torso, head, or neck of the student;
    - b. Uses pressure point, pain compliance, or joint manipulation techniques; or
    - c. Otherwise involves techniques that are used to unnecessarily cause pain.
  3. Corporal punishment as defined in section 3319.41 of the Revised Code;
  4. Child endangerment, as defined in section 2919.22 of the Revised Code;
  5. Deprivation of basic needs;
  6. Seclusion or restraint of preschool children in violation of paragraph (D) of rule 3301-37-10 of the Administrative Code and this policy;
  7. Chemical restraint;
  8. Mechanical restraint;
  9. Aversive behavioral interventions; and
  10. Seclusion in a locked room or area.



- B. The School may only use physical restraint or seclusion if staff:
1. Are appropriately trained to protect the care, welfare, dignity, and safety of the student;
  2. Continually observe the student in restraint and seclusion for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
  3. Use communication strategies and research-based de-escalation techniques to help the student regain control;
  4. Remove the student from physical restraint or seclusion immediately when the immediate risk of physical harm to self or others has dissipated;
  5. Conduct a de-briefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
  6. Complete all mandatory reports and document staff's observations of the student.

**V. Physical Restraint**

- A. Prone restraint, including any physical restraint that obstructs the airway of the student, or any physical restraint that impacts a student's primary mode of communication, is prohibited. Student personnel may use physical restraint only as a last resort and in accordance with Ohio law and this policy.
- B. Physical restraint may be used only:
1. If a student's behavior poses an immediate risk of physical harm to the student or others and no other safe or effective method of intervention is available;
  2. If the physical restraint does not obstruct the student's ability to breathe;
  3. If the physical restraint does not interfere with the student's ability to communicate in the student's primary language or mode of communication; and
  4. By student personnel who are trained in safe restraint techniques, except in the case of rare and unavoidable emergency situations when trained personnel are not immediately available.
- C. Physical restraint may not be used for punishment or discipline or as a substitute for other less restrictive means of assisting a student in regaining control.



## VI. Seclusion

### A. Seclusion may be used only:

1. If a student's behavior poses an immediate risk of physical harm to the student or others and no other safe or effective method of intervention is available;
2. As a last resort to provide an opportunity for the student to regain control of his or her actions;
3. For the minimum amount of time necessary for the purpose of protecting the student and others from physical harm;
4. In a room or area that:
  - a. Is not locked;
  - b. Does not prevent the student from exiting the area should staff become incapacitated or leave the area; and
  - c. Provides adequate space, lighting, ventilation, and the ability to observe the student.
5. If under constant supervision by staff who are trained to be able to detect indications of physical or mental distress that require removal and/or immediate medical assistance and who document their observations of the student.

### B. Seclusion may not be used:

1. For punishment or discipline;
2. For the convenience of staff;
3. As a substitute for an educational program;
4. As a substitute for inadequate staffing;
5. As a substitute for staff training in positive behavior intervention and supports framework and crisis management;
6. As a means to coerce, retaliate, or in a manner that endangers a student; or
7. As a substitute for other less restrictive means of assisting a student in regaining control, such that it is reflective of the cognitive, social, and emotional level of the student.

## VII. Multiple Incidents of Restrain and Seclusion

### A. After the third incident of physical restraint or seclusion in a school year of a student who has been found eligible for special education services or has a 504 plan, the requirements are as follows:

1. The students individualized education program, or 504 team will meet within ten school days of the third incident;



2. The individualized education program or 504 team will consider the need to conduct or develop a functional behavior assessment or behavior intervention plan or amend an existing functional behavior assessment or behavior intervention plan.
- B. For students not described in paragraph (VII)(A) of this policy, a team, consisting of the parent, an administrator or designee, a teacher of the student, a staff member involved in the incident (if not the teacher or administrator already invited), and other appropriate staff members will meet within ten school days of the third incident to discuss the need to conduct or review a functional behavior assessment and/or develop a behavior intervention plan.
  - C. Nothing in this section is meant to prevent the completion of a functional behavior assessment or behavior intervention plan for any student who might benefit from these measures but has fewer than three incidents of restraint or seclusion.
  - D. Nothing in this policy is meant to prevent the School from conducting any evaluations or other obligations they feel appropriate under the Individuals with Disabilities Education Act.

### **VIII. Training and Professional Development**

Training and professional development for the use of crisis management and de-escalation techniques which includes the use of restraint and seclusion.

- A. The School shall ensure that an appropriate number of personnel in each building are trained annually in evidence-based crisis management and de-escalation techniques, as well as the safe use of physical restraint and seclusion. The minimum training requirements are as follows:
  1. Proactive measures to prevent the use of seclusion or restraint;
  2. Crisis management;
  3. Documentation and communication about the restraint or seclusion with appropriate parties;
  4. The safe use of restraint and seclusion;
  5. Instruction and accommodation for age and body size diversity;
  6. Directions for monitoring signs of distress during and following physical control;
  7. Debriefing practices and procedures;
  8. Face-to-face training;
  9. Allow for a simulated experience of administering and receiving physical restraint; and
  10. Ensure that participants will demonstrate proficiency in items described in items 1-9 of this section.



- B. The School shall maintain written or electronic documentation that includes the following:
  - 1. The name, position, and building assignment of each person who has completed training;
  - 2. The name, position, and credentials of each person who has provided the training;
  - 3. When the training was completed; and
  - 4. What protocols, techniques, and materials were included in training.
  
- C. As part of the training under this policy, student personnel are to be trained to perform the following functions:
  - 1. Identify conditions such as: where, under what conditions, with whom and why specific inappropriate behavior may occur; and
  - 2. Use preventative assessments that include at least the following:
    - a. A review of existing data;
    - b. Input from parents, family members, and students; and
    - c. Examination of previous and existing behavior intervention plans.

## **IX. Complaint Procedures**

The School's complaint procedures shall include:

- A. A written procedure for a parent to present written complaints to the School Director to initiate a complaint investigation by the School regarding an incident of restraint or seclusion. Additionally, the procedure will inform the parent of additional options for complaints to include other public agencies such as law enforcement, the county department of job and family services, or the office of professional conduct within the Ohio department of education, as defined in paragraph (VII) of this policy;
  
- B. Annually, the School will provide a review regarding the content of this policy and procedures related to the use of positive behavior intervention and supports, physical restraint and seclusion;
  
- C. An annual notice which informs parents of the School's policies or procedures related to the requirements of positive behavior intervention and supports, physical restraint and seclusion, including the local complaint process; and
  
- D. Within thirty days of the filing of a complaint regarding an incident of restraint and seclusion, it's the School's responsibility to make reasonable efforts to have an in-person follow up meeting with the parent.



- E. The School will ensure there is a support plan in place for substitute teachers if they need assistance with positive behavior intervention and supports or crisis management and de-escalation, which includes restraint and seclusion.

#### **X. Monitoring**

The School shall establish a procedure to monitor the implementation of this policy on positive behavior intervention and supports and restraint and seclusion. The School shall make its records concerning positive behavior intervention and supports and restraint and seclusion available to staff from the Ohio department of education upon request.

#### **XI. Reporting**

- A. Any incident of seclusion or restraint shall be immediately reported to School administration and the parent and be documented in a written report that is issued to the parent immediately or within twenty-four hours. This written report is thereafter maintained by the School, including the county board of developmental disabilities or the educational service center in the event the School delegates this responsibility.
- B. The School shall annually report information regarding its use of restraint and seclusion to the Ohio department of education in the form and manner as prescribed by the department. Failure to report may subject the School to a corrective action plan and/or a potential reduction in funding. If the School chooses to educate its student through a county board of developmental disabilities or to an educational service center, it shall report as follows:
  - 1. Report all information on the use of restraint and seclusion by the county board of developmental disabilities or educational service center to the department; or
  - 2. Authorize the county board of developmental disabilities or the educational service center to report information on the use of restraint and seclusion directly.

#### **XII. Complaint Process**

The School's notice to parents shall include the following: A parent may choose to file a complaint with the Ohio department of education, office of integrated student supports, in accordance with the complaint procedures available by the department. The notice shall provide the parent with the pertinent phone number and/or website, if available.



### **XIII. Delegation**

The Governing Authority delegates to the Management Company to develop any forms and/or processes necessary to implement this policy.

## **ATTACHMENT 6.12 ADMISSIONS POLICY**

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

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





## Policy 4002: Admission and Enrollment

The Governing Authority establishes the following admission and enrollment policies and procedures:

### I. Admission

- A. Except as otherwise provided, admission to the School is open to any individual age five to twenty-two, entitled to attend School pursuant to Sections 3313.64 or 3313.65 of the Revised Code in a School district in the state. Admission to the School is not restricted by an individual's district of residence and is open to residents of any district in Ohio.
- B. Admission is also open to any individual age five to twenty-two who is not a resident of Ohio on a tuition basis. In such cases, the Management Company shall determine the amount of tuition as allowed by law.
- C. If a child is admitted to School for the first time, to kindergarten or first grade, the child must be age five or six, respectively, by September 30<sup>th</sup> in the year of admittance. The School does not have an early admission or acceleration policy. However, the School shall not deny admission to a transferring student based on age if the student has been admitted to kindergarten by another School.
- D. Admission to the School may be limited to students who have attained a specific grade level or are within a specific age group; to students that meet the definition of "at-risk", if and as defined in the Community School Contract; or, to separate groups of autistic students and nondisabled students, as provided below. "At-risk" students may include those students identified as "gifted" students under Section 3324.03 of the Revised Code.
- E. There shall be no discrimination in the admission of students to the School on the basis of race, creed, color, disability, or sex and admission shall not be limited on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability.
- F. The Governing Authority may establish target ratios for the numbers of autistic students to nondisabled students if provided for in the contract with the Sponsor. If applicable, a target ratio of the number of autistic students to nondisabled students that may be enrolled in the School, and



the total number of nondisabled students that may be enrolled in the School shall be specified in the contract with the Sponsor. If the number of applicants among the group of autistic students or the group of nondisabled students exceeds the capacity restriction for that group, students shall be admitted by lot from all those of the same group submitting applications according to the procedures set out below. However, unless the total capacity established for the School has been filled, no student with any disability shall be denied admission on the basis of a disability.

- G. Upon admission of any student with a disability, the School shall comply with all federal and state laws regarding the education of students with disabilities.
- H. The School will admit the number of students that does not exceed the capacity of the School's programs, classes, grade levels, or facilities.
- I. Except as otherwise provided by Sections 3314.06(B) or 3314.061 of the Revised Code, if the number of applicants exceeds the School's capacity restrictions, students shall be admitted by lot from all those submitting applications, except preference shall be given to students in the following order:
  - 1. Students attending the School in the previous year;
  - 2. To students who reside in the district in which the School is located;
  - 3. To siblings of students attending the School the previous year; and
  - 4. To children of full-time School or Management Company staff assigned to work at the School, provided that the total number of students receiving this preference is less than five percent of the School's total enrollment.
- J. If required, a lottery will be conducted in the following manner:
  - 1. Each applicant will be assigned a number;
  - 2. The numbers will then be drawn at random by a disinterested third party;
  - 3. The first number drawn will be the first new applicant placed on a permanent waiting list and so on until all numbers are drawn;
  - 4. Applicants on a permanent waiting list prior to any lottery will retain their position on the waiting list; and



5. The lottery and waiting lists may be separate for each grade or age grouping.
- K. Notwithstanding any other provision in these policies and procedures, in the event the racial composition of the enrollment of the School is in violation of a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.
- L. Students that have been suspended or expelled from any public School may temporarily be denied admission to the School if the period of suspension or expulsion has not expired. A student in this situation shall be offered a hearing prior to the decision to temporarily deny admission. If a hearing is requested, the School's Superintendent or designee shall conduct the hearing and render a decision on whether to temporarily deny admission. The decision of the Superintendent or designee shall be final. If temporarily denied admission, a student shall be admitted when the period of suspension or expulsion has expired.
- M. If a student requesting admission to the School has been discharged from the custody of the Department of Youth Services just prior to requesting admission, the School shall not admit that student until the following records have been received from the Department of Youth Services by the School's Superintendent:
  1. An updated copy of the student's transcript;
  2. A report outlining the student's behaviors while in custody of the department;
  3. A current IEP, if any; and
  4. A summary of the student's institutional behavior.

## II. Enrollment

- A. "Initial Entry" is defined as a student's first day of attendance at the School participating in the School's course of instruction.
- B. At or prior to the time of initial entry, a student is required to present the following documentation to the School, as applicable:
  1. Records given to the student by the School the student most recently attended;



2. A certified copy of an order, decree, or modification of an order or decree allocating parental rights and responsibilities for the care of a child and designating a parent as the residential parent of the child and/or legal custodian;
3. A copy of an executed power of attorney or grandparent caretaker authorization affidavit issued pursuant to Sections 3109.51 to 3109.80 of the Revised Code; and
4. A certification of birth issued pursuant to Chapter 3705. of the Revised Code or, a comparable certificate or certification issued pursuant to the statutes of another state, territory, possession, or nation or a document in lieu of a certificate or certification from the list as follows:
  - a. A passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child;
  - b. An attested transcript of the certificate of birth;
  - c. An attested transcript of the certificate of baptism or other religious record showing the date and place of birth of a child;
  - d. An attested transcript of a hospital record showing the date and place of birth of the child; or  
A birth affidavit.
5. Proof of Residency. One document from any one of the following categories shall establish evidence of the location of a student's primary residence:
  - a. A deed, mortgage, lease, current homeowner's or renter's insurance declaration page, or a current real property tax bill;
  - b. A utility bill or receipt of utility installation issued within ninety days of enrollment;
  - c. A paycheck or paystub issued to parent or student within ninety days of enrollment that includes the address of the parent's or student's primary residence;
  - d. The most current available bank statement issued to the parent or student that includes the address of parent's or student's primary residence;
  - e. Documented affirmation of address of student's parent(s) from district of residence where parent(s) currently reside;
  - f. Notarized affirmation from parent(s) or student(s) if over 18 years of age of current residence address;
  - g. USPS return receipt from certified letter sent to parent(s) by district of residence;



- h. Written confirmation from the Department of Job and Family Services of current address of the parent(s); or,
- i. Written confirmation from a local law enforcement agency of the current address of the parents(s).

C. Except as otherwise provided in these enrollment procedures:

- a. Within twenty-four hours of a student's initial entry, a School official shall request the student's official records from the public or nonpublic School most recently attended.
- b. If the School replies that it has no records for the student or if records are not received within fourteen days of the request, the School Director shall notify the law enforcement agency having jurisdiction over the student's place of residence that the student may be a missing child, as defined in Section 2901.30 of the Revised Code.

### III. Other Situations

A. Definitions.

- 1. "Protected Child" is defined as a child placed in a foster home, as the term is identified in Section 5103.02 of the Revised Code, or in a residential facility.
- 2. "Residential Facility" is defined as a group home for children, children's crisis care facility, children's residential center, residential parenting facility that provides twenty-four-hour care, county children's home, or district children's home.

B. The School shall not deny admission to a protected child solely because the child does not present a valid birth certificate or acceptable document in lieu of a birth certificate. However, such certificate or an acceptable document in lieu of a birth certificate is required to be provided to the School within ninety days of initial entry.

C. Where an order or decree allocating parental rights concerning a student has been issued, the parent designated as the residential parent for School purposes shall provide the School with a certified copy of the order or decree and certified copies of any subsequent modifications.

D. If a student is under the care of a shelter for victims of domestic violence, the student or their parent shall notify the School of that fact. Upon



notification, the School shall inform the School from which it requests records of that fact.

- E. Whenever the School is notified by a law enforcement agency pursuant to Section 2901.30(D) of the Revised Code that a missing child report has been filed regarding a student who is currently or was previously enrolled in the School, the person in charge of admission at the School shall mark that student's records in such a manner that whenever a copy of or information regarding the records is requested, any School official responding to the request is alerted to the fact that the records are those of a missing child. Upon any request for a copy or for information regarding a student's records that have been so marked, the person in charge of admission shall immediately report the request to the law enforcement agency that notified the School that the student is a missing child. When forwarding a copy of or information regarding a student's records in response to a request, the person in charge of admission shall do so in such a way that the receiving district or School would be unable to discern that the student's records were marked pursuant to this division. The School shall retain the mark in the student's records until notified that the student is no longer a missing child. Upon notification by a law enforcement agency that a student is no longer a missing child, the person in charge of admissions shall remove the mark from the student's records in such a way that if the records were forwarded to another district or School, the receiving district or School would be unable to discern that the records were ever marked.

#### **IV. Verification of Residence and Address**

Upon enrollment and annually, the School shall verify each student's residence and address by collecting one proof of residency, pursuant to section II(B)(5) above, at or prior to the date of initial entry for new students and within 90 days of the first day of School for returning students in order to satisfy initial enrollment and annual verification reporting requirements. In addition, the School shall verify initial and annual residency verifications to the Department of Education regarding the School district in which the student is entitled to attend School under Section 3313.64 or 3313.65 of the Revised Code.

- A. For the purposes of making these determinations, the traditional School district in which the parent (or custodial parent) resides is the location the



parent has established as the primary residence where substantial activity takes place.

- B. If the district identified as a student's district of residence district disputes residency, the School shall provide the district with documentation of the student's residency and make a good faith effort to accurately identify the correct residence of the student and resolve the dispute with the district. In the event that resolution is unsuccessful, within 60 days after the deadline established by the Department of Education for reporting community school enrollment, the School may present the matter to the State Superintendent of Public Instruction for determination of the correct district of residence. The student shall remain enrolled in the School with the disputing district listed as the student's district of residence during resolution of the dispute, including a decision by the State Superintendent, if the matter was submitted to the State Superintendent for determination.
- C. If required by law, each month during the School year, the School shall randomly select two student files for verification of residence and address. The School shall initially verify that a selected student's file contains the annual proof of residency collected within the first 90 days of the School year. Next, the School shall contact the parent and verify that the address on file remains the parent's primary residence where substantial activity takes place. The School may contact the parent via phone, email, letter, or by another reasonable method. The contact and verification of residency shall be noted in the student's file and on a log created to verify monthly compliance reviews. During the first 90 days of the School year, a proof of residency provided by the parent for the current year shall satisfy the monthly verification review if it is in the student's file. A file randomly selected during the School year may not be used again that year for the monthly verification review and the School shall randomly select another file in that circumstance. If residency has changed, the School shall report the appropriate district of residence for the student using the method and timeline specified by the Department of Education.

## **V. Enrollment and Attendance**

A student's parent is required to notify the School when there is a change in the location of the parent's or student's primary residence.



## VI. Distributing Statement

The following notice shall be distributed to parents of each student in writing upon the student's enrollment in the School via inclusion in an enrollment packet, placement in the student/guardian handbook, or via another method as determined by the Management Company:

"The (name of the School) School is a community School established under Chapter 3314. of the Revised Code. The School is a public School and students enrolled in and attending the School are required to take proficiency tests and other examinations prescribed by law. In addition, there may be other requirements for students at the School that are prescribed by law. Students who have been excused from the compulsory attendance law for the purpose of home education, as defined in the Administrative Code shall no longer be excused for that purpose upon their enrollment in a community School. For more information about this matter contact the School administration or the Ohio Department of Education."



**ATTACHMENT 6.13**  
**ATTENDANCE POLICIES**

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

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



## Policy 4004: Attendance, Truancy, and Withdrawal

### I. Attendance

A Student's academic success requires continuity of instruction and classroom participation. Students are more likely to succeed when they consistently attend school. For the purposes of this policy, the term "parent(s)" also refers to legal guardian(s) or custodian(s) and the term "School Director" refers to the School Director or their designee.

When absent, the School shall require a written statement from a parent/guardian regarding the cause of the absence. For the purposes of this policy, the written statement may be a signed document, email, voice-mail as noted in writing by school personnel, or other document within the discretion of the School Director. The School Director, in their discretion, may investigate the cause of the absence including, but not limited to, obtaining statements, requiring written documentation, or obtaining any other information to verify the cause of the absence including a signed doctor's excuse or signed statement from the student's parent/guardian. The School Director shall determine whether or not the absence is considered excused or unexcused pursuant to this policy. The following absences are recognized as excused, within the discretion of the School Director:

- A. Illness;
- B. Personal mental illness such that the student will no benefit from instruction;
- C. Medical or dental Appointments;
- D. Illness in the family necessitating the presence of the student;
- E. Death of a relative;
- F. Quarantine;
- G. Observance of religious holidays (consistent with truly held religious beliefs);



- H. Parent's inability to employ help in the family's business or to work on the family's farm at necessary times;
- I. College visits;
- J. Court subpoena;
- K. Due to placement in foster care or change in foster placement, or related court proceedings;
- L. An emergency or set of circumstances in which the judgement of the School Director or designee constitute a good and sufficient cause of absence; or
- M. If a student is absent from school for the sole purpose of traveling out-of-state to participate in a School-approved enrichment activity or extracurricular activity, the School shall count the absence as an excused absence, up to a maximum of twenty-four hours per school year. The student must complete any classroom assignment he/she misses due to the absence. If the student will be absent for twenty-four or more consecutive hours that the School is open for instruction, a teacher must accompany the student to provide the student with instructional assistance for the absence to be excused.

Tardiness is subject to discipline and chronic tardiness may result in additional disciplinary action.

If a child has a physical condition or impairment that could cause periodic or frequent absences from school, a parent is required to notify the School at the beginning of the school year or within five (5) school days after the condition or impairment develops. The notification shall be in the form of a written statement signed and dated by a physician. It must also include the expected duration of the condition or impairment.

## **II. Excessive Absences/Intervention Strategies**

In an effort to address and reduce the number of student absences, the School has developed this policy and the following procedures in consultation with the judge of the juvenile court of the county in which the



School is located, parents/guardians/other persons having care of the School's students, and with appropriate state and local agencies.

A student shall be deemed "excessively absent" if absent with a nonmedical excuse or without legitimate excuse for thirty-eight or more hours in one School month or sixty-five or more hours in a School year. As an intervention strategy, the school will provide an excessively absent student with an intervention plan. The intervention plan will include as appropriate: counseling for a student who is a habitual truant; requesting or requiring their parent/guardian to attend parent involvement program(s) and/or a truancy prevention mediation program; notification of the registrar of motor vehicles; or taking other permissible legal action(s).

A. Procedures. The School shall follow the following procedures when a student is deemed to be excessively absent:

1. The Student's parent/guardian will be notified of the student's absences in writing within seven days of the triggering absence;
2. If the student's unexcused absences reach the level of habitual truancy (thirty or more consecutive hours, forty-two or more hours in a school month, or seventy-two hours in a school year), the School Superintendent or School Director shall assign the student to an intervention team within ten days of the triggering unexcused absence.
3. Within fourteen days, the intervention team shall develop an intervention plan for the student in an effort to reduce or eliminate further absences. Each plan may vary based on the student's individual needs. The plan shall be provided to the student's parent/guardian in writing within seven days of its development.
4. The intervention plan shall provide a notice to the student and their parent/guardian that the attendance officer shall file a complaint not later than sixty-one days after the plan's implementation date if the student has refused to participate or failed to make satisfactory progress on the intervention plan or on an Alternative to Adjudication program.
5. As part of the plan, the School may contact the appropriate juvenile court and ask that the student be informally enrolled in an alternative to adjudication program. If the student has been deemed excessively absent for the first time, and had no prior court involvement of any



kind, the School shall pursue an Alternative to Adjudication program if one is available.

6. The members of an absence intervention team may vary, but shall include a representative from the School, a representative from the School that knows the child, and the child's parent. The Superintendent or School Director may also appoint a school psychologist, counselor, social worker, or representative from a public or non-profit agency designed to assist students and families in the reduction of absences. Members must be appointed within seven days of the triggering unexcused absence. The School's Superintendent or School Director shall make at least three good faith attempts to secure the participation of the parent/guardian. If the parent/guardian responds, they shall be informed of their right to appear by designee if they are unable to participate. If attempts to secure the parent's participation fail, the School shall investigate whether the failure to respond triggers mandatory reporting to public children's services agency and instruct the intervention team to develop an intervention plan without the presence of the parent.
7. If the student becomes habitually truant within 21 days prior to the last day of instruction in the school year, the School may assign one school official to work with the student's parent/guardian over the summer to develop an intervention plan. If applicable, the intervention plan shall commence no later than seven days prior to the first day of instruction for the subsequent school year. In the alternative, the School may toll the time periods for the summer and reconvene the intervention process upon the first day of instruction the next school year.
8. The School shall report to the Department of Education as soon as possible, in the format if and as prescribed, when any of the following occur:
  - a. A parent/guardian is sent a notice that the student is excessively absent;
  - b. When a child of compulsory school age that has been adjudicated as an unruly child violates the court order pursuant to that adjudication; and
  - c. When an absence intervention plan has been developed for a child.



### **III. Truancy**

When the School deems a student truant and that the student's parent/guardian has failed to cause their attendance, the School may require the parent/guardian to attend an educational program established by rules of the State Board of Education for the purpose of encouraging parental involvement in compelling a child's attendance at school. Upon request of the School's Superintendent, the School's designated attendance officer shall investigate cases of possible truancy and warn the child, if found truant, and the child's parent in writing of the legal consequences of being truant. When any child of compulsory school age is in violation of law by not attending school, the School's attendance officer shall notify the student's parent/guardian to cause the child to attend school. If the child still does not attend, the attendance officer shall inform the School's Superintendent of that fact. Upon request of the School's Superintendent, the attendance officer shall send the child's parents a notice requiring attendance at a parental education program and may file a complaint against the parent in the appropriate court.

If the child is considered habitually truant, the School's attendance officer shall file a complaint in the appropriate court against the student and the student's parent/guardian alleging that the child is unruly for being a habitual truant and that the parent has failed to compel the student's attendance.

### **IV. Withdrawal**

- A. A student will automatically be withdrawn from school if the student, without legitimate excuse, fails to participate in 72 consecutive hours of learning opportunities offered to the student.
- B. Whenever a student of compulsory school age withdraws:
  - 1. The student's teacher must ascertain the reason for the withdrawal and then immediately transmit that the student has withdrawn and the reason for the withdrawal to the School's Superintendent.
  - 2. If the withdrawal is due to a change in residence, the teacher must ascertain the next residence and include that information in the transmission to the School's Superintendent.



3. The School's Superintendent shall forward a card to the superintendent of the traditional district where the new residence is located showing essential facts including the child's new address.
- C. If a student of compulsory school age withdraws for a reason other than for a change of residence and is not enrolled in or attending an approved program to obtain a diploma or equivalent:
1. Within two weeks of the withdrawal, the School Superintendent must notify the registrar of motor vehicles and the juvenile judge of the county in which the School is located of the withdrawal and failure to enroll/attend an approved program. This notification must be given in writing to the juvenile judge and to the registrar of motor vehicles in the manner specified by those respective offices.

**ATTACHMENT 8.2**  
**DISMISSAL OF EMPLOYEES**

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





## **EMPLOYEE DISMISSAL PROCEDURES**

The school contracts with Summit Academy Management for employees. Summit Academy Management adheres to a progressive disciplinary process. That process typically goes through several steps of progressive discipline before ending in termination if necessary. Though the process is progressive in nature, the organization is free to skip steps or move directly to termination depending upon the severity of the infraction. At all times, Summit Academy Management adheres to regulatory compliance mandates for offenses that require immediate dismissal and reporting. In schools with collective bargaining agreements in place, these procedures are subject to the grievance procedures contained in their respective contracts.

If the community school contract is terminated or not renewed resulting in school closure, the management company will assist employees in finding new employment.

**ATTACHMENT 8.3**  
**EMPLOYEE BENEFITS**

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

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

# BENEFITS OVERVIEW

You are eligible for benefits beginning on the first (1<sup>st</sup>) of the month following hire date.

## HEALTH INSURANCE:

We offer two distinct plans: the Anthem Blue Access Buy Up Plan 1 and Anthem Blue Access HSA Buy Up Plan 2. Choose the one that best suits **your** needs. These plans include prescription drug coverage.

Anthem Blue Access HSA Buy Up Plan 2 includes a Health Savings Account (HSA). There is an option for you to have funds deducted from your pay to and loaded into this account. This money can be used for medical related expenses and does not expire.

<b>DENTAL INSURANCE:</b>	<b>VISION INSURANCE:</b>	<b>LIFE INSURANCE:</b>
<p>We offer a comprehensive dental plan which will pay up to \$1,250 per person per year toward dental procedures, including: periodic oral exams, teeth cleaning, x-rays, fillings, and more.</p> <p>This plan also includes orthodontia (Through age 18) which will pay up to \$2,000 per year.</p>	<p>Our vision plan covers annual eye examinations as well as a reduction in the cost of contact lenses and eyeglasses. Premium costs are at reasonable group rates.</p>	<p>Summit Academy pays <b>100%</b> of the premium for a \$20,000 life insurance policy for <b>ALL</b> full-time employees.</p> <p>Employees are also offered an option to enroll in additional life insurance coverage up to 5x your salary to a maximum of \$150,000 at group rates. Employees may also elect life insurance coverage for spouse and/or children.</p>
<b>VOLUNTARY BENEFITS:</b>	<b>FLEXIBLE SPENDING:</b>	<b>RETIREMENT:</b>
<p>Employees have an option to purchase additional benefits covering Critical Illness, Hospital Stay and Pay, Accident Insurance, and Allstate Identity Theft.</p>	<p>A Flexible Spending Program is available for both medical and childcare expenses. Premiums are taken on a pre-tax basis.</p>	<p>Summit Academy contributes 14% of the employee's salary, which is the employer's portion paid, to the State Teacher Retirement Fund or the State Employee Retirement Fund on the employee's behalf.</p>

## EMPLOYEE ASSISTANCE PROGRAM:

Summit Academy pays **100%** of the premium for **ALL** full-time and part-time employees enrolled in this program. Benefits include psychological counseling, credit counseling, legal assistance, child and elder care resources and referrals, identity theft consultations, etc. Utilization is **strictly** confidential.

## ADDITIONAL BENEFITS:

Time Off – Winter, spring, and summer breaks are all compensated.

Sick Time – Accumulated monthly.

Personal Time – Two to three additional compensated days are given per school year.

Public Service Loan Forgiveness – As a full-time non-profit employee, you are eligible for student loan forgiveness.

Leave Share Program – Aids those in grave medical situations who have used all their own sick time.

Jury Duty – Time on Duty is compensated, and you are allowed to keep your earnings from the court.

**ATTACHMENT 9.2**  
**FISCAL SERVICES AGREEMENT**

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

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

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



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## Governing Authority Resolution December 6, 2023

Whereas, the Governing Authority entered into a management agreement with Summit Academy Management (SAM) to provide day-to-day management of the School; and,

Whereas, the management agreement specifies that SAM will provide fiscal services including, but not limited to, providing the Governing Authority with a licensed individual to serve as the School's Designated Fiscal Officer; Therefore, Be It

Resolved, that the Governing Authority hereby:

1. Waives the requirement, pursuant to Section 3314.011 (D) of the Revised Code, that the Governing Authority be the entity to employ or contract with a Designated Fiscal Officer; and,
2. Requests that the School's Sponsor approve this resolution for the 2024-2025 school year and provide a copy of this resolution to the Ohio Department of Education.

Signed:

DocuSigned by:  
  
CBEC5980D1F4489...  
\_\_\_\_\_  
Governing Authority President/Secretary/Presiding Member

**ATTACHMENT 9.3  
FISCAL LICENSURE**

1. Treasurer's License

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

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

**DAVID M HOSKIN**

THIS LICENSE AWARDED TO

**OH1417241**

EDUCATOR STATE ID

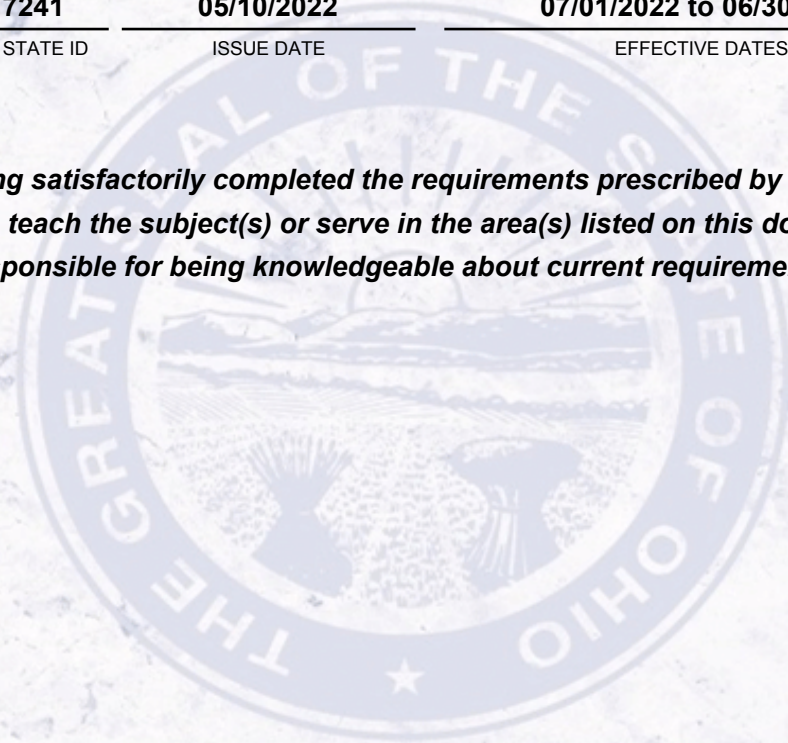
**05/10/2022**

ISSUE DATE

**07/01/2022 to 06/30/2027**

EFFECTIVE DATES

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



*Stephanie K Siddens*

Interim Superintendent of Public Instruction

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

**Credential # 22127470**

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

**ATTACHMENT 9.4**  
**FISCAL BOND OR POOLED INSURANCE**

1. Treasurer's Bond or Insurance Policy Declaration Page

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





# Western Surety Company

## CONTINUATION CERTIFICATE

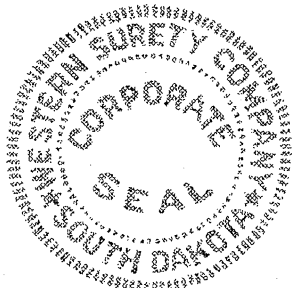
Western Surety Company hereby continues in force Bond No. 72410011 briefly described as TREASURER SUMMIT ACADEMY SCHOOL FOR ALTERNATIVE LEARNERS WARREN MIDDLE & SECONDARY for DAVID M HOSKIN \_\_\_\_\_, as Principal, in the sum of \$ TWENTY-FIVE THOUSAND AND NO/100 Dollars, for the term beginning October 06, 2023, and ending October 06, 2024, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 21st day of September, 2023.

WESTERN SURETY COMPANY

By Larry Kasten  
Larry Kasten, Vice President



**THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.**

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One TREASURER SUMMIT ACADEMY SCHOOL FOR ALTERNATIVE LEARNERS WARREN MIDDLE  
& SECONDARY  
bond with bond number 72410011

for DAVID M HOSKIN  
as Principal in the penalty amount not to exceed: \$25,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

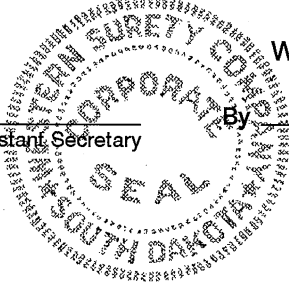
This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President with the corporate seal affixed this 21st day of September, 2023

ATTEST

L. Bauder  
L. Bauder, Assistant Secretary



WESTERN SURETY COMPANY

Larry Kasten  
By  
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 21st day of September, 2023, before me, a Notary Public, personally appeared  
Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President  
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Green  
Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



## **ATTACHMENT 9.5 FINANCIAL PLAN**

1. Estimated school budget for every year of the contract

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

**School Name: Summit Academy School for Alternative Learners - Warren Middle and Secondary**  
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances  
 For the Fiscal Years Ended 2021 through 2023, Actual and  
 the Fiscal Years Ending 2024 through 2028, Forecasted

1350624.29

	Actual			FORECASTED				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
<b>Operating Receipts</b>								
State Foundation Payments (3110, 3211)	\$ 1,519,062	\$ 1,567,162	\$ 1,322,865	\$ 1,350,624	\$ 1,370,884	\$ 1,391,447	\$ 1,412,319	\$ 1,433,503
Charges for Services (1500)								
Fees (1600, 1700)	4,613	43,628	3,119	2,150	2,182	2,215	2,248	2,282
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	18,000	55,702	44,664	72,243	73,327	74,427	75,543	76,672
<b>Total Operating Receipts</b>	\$ 1,541,675	\$ 1,666,492	\$ 1,370,648	\$ 1,425,017	\$ 1,446,393	\$ 1,468,089	\$ 1,490,110	\$ 1,512,461
<b>Operating Disbursements</b>								
100 Salaries and Wages								
200 Employee Retirement and Insurance Benefits								
400 Purchased Services	1,632,965	1,762,166	1,834,884	3,006,036	2,169,217	2,234,294	2,301,322	2,370,362
500 Supplies and Materials	61,861	49,743	49,349	71,697	73,848	76,063	78,345	80,696
600 Capital Outlay - New	1,200	18,157	2,496	3,289	3,388	3,489	3,594	3,702
700 Capital Outlay - Replacement								
800 Other	14,292	11,062	3,046	4,025	4,146	4,270	4,398	4,530
819 Other Debt		0						
<b>Total Operating Disbursements</b>	\$ 1,710,318	\$ 1,841,128	\$ 1,889,775	\$ 3,085,047	\$ 2,250,598	\$ 2,318,116	\$ 2,387,660	\$ 2,459,290
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (168,643)	\$ (174,636)	\$ (519,127)	\$ (1,660,030)	\$ (804,206)	\$ (850,028)	\$ (897,550)	\$ (946,828)
<b>Nonoperating Receipts/(Disbursements)</b>								
Federal Grants (all 4000 except fund 532)	\$ 181,375	\$ 462,456	\$ 469,662	\$ 888,271	\$ 500,000	\$ 250,000	\$ 253,750	\$ 257,556
State Grants (3200, except 3211)			31,878	31,878	32,356	32,842	33,334	33,834
Restricted Grants (3219, Community School Facilities Grant)			1,800	1,800	1,800	1,800	1,800	1,800
Donations (1820)								
Interest Income (1400)								
Debt Proceeds (1900)								
Debt Principal Retirement								
Interest and Fiscal Charges								
Transfers - In			15,787	738,081	270,050	565,386	608,666	653,638
Transfers - Out	(12,732)	(287,820)						
<b>Total Nonoperating Revenues/(Expenses)</b>	\$ 168,643	\$ 174,636	\$ 519,127	\$ 1,660,030	\$ 804,206	\$ 850,028	\$ 897,550	\$ 946,828
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ -	\$ -	\$ (0)	\$ 0	\$ 0	\$ (0)	\$ 0	\$ 0
Fund Cash Balance Beginning of Fiscal Year	\$ -	\$ -	\$ -	\$ (0)	\$ (0)	\$ 0	\$ (0)	\$ (0)
Fund Cash Balance End of Fiscal Year	\$ -	\$ -	\$ (0)	\$ (0)	\$ 0	\$ (0)	\$ (0)	\$ 0

**Assumptions**

	ACTUAL			FORECASTED				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
<b>Staffing/Enrollment</b>								
Total Student FTE	86	86	86	88	89	91	92	93
Instructional Staff	18.00	16.00	16.00	15.00	15.50	15.90	16.40	16.90
Administrative Staff	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Other Staff	1.50	1.30	1.30	4.00	2.00	2.10	2.30	2.60
<b>Purchased Services</b>								
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	49,047	48,057	46,730	49,900	51,397	52,939	54,527	56,163
Other Facility Costs	85,265	111,638	156,785	1,060,238	165,045	169,996	175,096	180,349
Insurance	9,975	11,081	11,814	14,985	15,435	15,898	16,375	16,866
Management Fee	208,526	254,245	207,893	230,350	237,261	244,378	251,710	259,261
Sponsor Fee	35,900	37,894	37,598	41,500	42,745	44,027	45,348	46,709
Audit Fees	6,250	5,374	5,498	6,200	6,388	6,578	6,775	6,978
Contingency								
Transportation			596	700	721	743	765	788
Legal			775	1,025	1,056	1,087	1,120	1,154
Marketing			41	550	567	583	601	619
Consulting				87,993	100,861	103,897	107,003	110,213
Salaries and Wages	825,348	845,349	868,023	971,794	1,000,948	1,030,976	1,061,906	1,093,763
Employee Benefits	342,637	292,806	323,561	346,932	357,340	368,060	379,102	390,475
Special Education Services			12,693	92,350	95,121	97,974	100,913	103,941
Technology Services			23,407	24,130	24,854	25,600	26,368	27,159
Food Services	52,132	40,892	56,464	63,200	65,096	67,049	69,060	71,132
Other	17,885	115,130	63,008	4,259	4,387	4,518	4,654	4,794
<b>Total</b>	\$ 1,632,965	\$ 1,762,166	\$ 1,834,884	\$ 3,006,036	\$ 2,169,217	\$ 2,234,294	\$ 2,301,322	\$ 2,370,362
<b>Financial Metrics</b>								
Debt Service Payments	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Debt Service Coverage	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Growth in Enrollment	0.00%	0.22%	0.00%	2.65%	1.50%	1.50%	1.50%	1.50%
Growth in New Capital Outlay	0.00%	1413.08%	-89.25%	31.77%	3.00%	3.00%	3.00%	3.00%
Growth in Operating Receipts	0.00%	8.10%	-17.75%	3.97%	1.50%	1.50%	1.50%	1.50%
Growth in Non-Operating Receipts/Expenses	0.00%	3.55%	197.26%	219.77%	-51.55%	5.70%	5.59%	5.49%
Days of Cash	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**Assumptions Narrative Summary**

Fiscal Year 2024-2028 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debtor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	-
Loan A	\$ -	\$ -	\$ -	\$ -	-
Loan B	\$ -	\$ -	\$ -	\$ -	-
Line of Credit	\$ -	\$ -	\$ -	\$ -	-
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	-
Capital Leases	\$ -	\$ -	\$ -	\$ -	-
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	-
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	-

FY21 & FY22 amounts are taken directly from the previous 5 Year Forecasts.  
 FY23 amounts are based on the YTD June Financials  
 FY24 amounts are based on the FY24 budget.  
 The school classifies federal and state grant reimbursements as nonoperating receipts; however, the disbursements related to these receipts are classified as operating disbursements. This gives the appearance disbursements exceed receipts until the nonoperating receipts (federal and state grants) are considered.  
 Operating and non-operating revenues for FY25 through FY28 are based on a 1.5% projected increase year-over-year.  
 Operating and non-operating expenses for FY25 through FY28 are based on a 3% increase in year-over-year.  
 The school has no debt.  
 Purchased services include salaries and wages, as all employees for the school are employees of the management company.  
 The management company for the school is Summit Academy Management and the Management Agreement is 100% pass-through.  
 The contract between the school and the Management Company provides that the school shall transfer to the Management Company all revenues (the "Fee"). In exchange the Management Company provides all the personnel, administrative, operational, and facility services required to operate the school. Any year-end cash balance is transferred out of the school. Likewise the Management Company will transfer-in the funds to cover any negative year-end cash balance. These transfers have been applied to the previous three years of this forecast to be consistent with this arrangement.  
 The Treasurer for the school is David M. Hoskin

**ATTACHMENT 10.1**  
**LIABILITY INSURANCE**

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

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



# ACORD™ EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
02/29/2024

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS <b>Huntington Insurance, Inc.</b> 220 Market Avenue S. Canton, OH 44702	PHONE (A/C, No., Ext): <b>888 576-7900</b>	COMPANY NAME AND ADDRESS Massachusetts Bay Insurance Co 440 Lincoln Street Worcester, MA 04653	NAIC NO: 22306
FAX (A/C, No.): E-MAIL ADDRESS: <b>pat.corcoran@huntington.com</b>	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
CODE: <b>22292</b> SUB CODE:	POLICY TYPE		
AGENCY CUSTOMER ID #: <b>93518</b>	LOAN NUMBER		POLICY NUMBER <b>ZDWJ05884802</b>
NAMED INSURED AND ADDRESS <b>Summit Academy Management</b> 2791 Mogadore Road Akron, OH 44312	EFFECTIVE DATE <b>10/01/2023</b>	EXPIRATION DATE <b>10/01/2024</b>	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)	THIS REPLACES PRIOR EVIDENCE DATED:		

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


LOCATION/DESCRIPTION

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

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$		DED:		
	YES	NO	N/A	
<input checked="" type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE				If YES, LIMIT: <b>1,000,000</b> Actual Loss Sustained; # of months
BLANKET COVERAGE	<input checked="" type="checkbox"/>			If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE		<input checked="" type="checkbox"/>		Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input checked="" type="checkbox"/>			
IS DOMESTIC TERRORISM EXCLUDED?	<input checked="" type="checkbox"/>			
LIMITED FUNGUS COVERAGE			<input checked="" type="checkbox"/>	If YES, LIMIT:      DED:
FUNGUS EXCLUSION (IF "YES", specify organization's form used)				
REPLACEMENT COST	<input checked="" type="checkbox"/>			
AGREED VALUE	<input checked="" type="checkbox"/>			
COINSURANCE	<input checked="" type="checkbox"/>			If YES <b>90</b> %
EQUIPMENT BREAKDOWN (If Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT:      DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input checked="" type="checkbox"/>			If YES, LIMIT:      DED:
- Demolition Costs	<input checked="" type="checkbox"/>			If YES, LIMIT:      DED:
- Incr. Cost of Construction	<input checked="" type="checkbox"/>			If YES, LIMIT:      DED:
EARTH MOVEMENT (If Applicable)			<input checked="" type="checkbox"/>	If YES, LIMIT:      DED:
FLOOD (If Applicable)			<input checked="" type="checkbox"/>	If YES, LIMIT:      DED:
WIND/HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO    Subject to Different Provisions				If YES, LIMIT:      DED:
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO    Subject to Different Provisions				If YES, LIMIT:      DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS				

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

**ADDITIONAL INTEREST**

<input type="checkbox"/> CONTRACT OF SALE <input type="checkbox"/> MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS   AUTHORIZED REPRESENTATIVE 
NAME AND ADDRESS <b>Info Copy</b>		

\*\*\*\*\* Supplemental Names \*\*\*\*\*

Type: Insured Multiple Names  
Summit Academy Akron Elementary School

Type: Insured Multiple Names  
Summit Academy Community School for Alternative Learners  
Canton

Type: Insured Multiple Names  
Summit Academy Transition High School Cincinnati

Type: Insured Multiple Names  
Summit Academy Akron Middle School

Type: Insured Multiple Names  
Summit Academy Secondary School Canton

Type: Insured Multiple Names  
Summit Academy Community School Columbus

Type: Insured Multiple Names  
Summit Academy Secondary School Akron

Type: Insured Multiple Names  
Summit Academy Community School Cincinnati

Type: Insured Multiple Names  
Summit Academy Transition High School Columbus

Type: Insured Multiple Names  
Summit Academy Community School for Alternative Learners  
Lorain

Type: Insured Multiple Names  
Summit Academy Secondary School Middletown

Type: Insured Multiple Names  
Summit Academy Community School Dayton

Type: Insured Multiple Names  
Summit Academy Transition High School Dayton

Type: Insured Multiple Names  
Summit Academy Community School for Alternative Learners  
Middletown

Type: Insured Multiple Names  
Summit Academy Community School Parma

Type: Insured Multiple Names  
Summit Academy Toledo

Type: Insured Multiple Names  
Summit Academy Secondary School Youngstown

Type: Insured Multiple Names



**Summit Academy Community School Warren**

**Type: Insured Multiple Names**

**Summit Academy Community School For Alternative Learners  
Xenia**

**Type: Insured Multiple Names**

**Summit Academy Youngstown**

**Type: Insured Multiple Names**

**Summit Academy Middle School Warren**

**Type: Insured Multiple Names**

**Summit Academy Middle School Columbus**

**Type: Insured Multiple Names**

**Summit Educational Foundation**

**Type: Name Printed on DEC Page**

**Summit Academy Management**

**Type: None**

**ESC of Lake Erie West**

**Type: None**

**Buckeye Community Hope Foundation**

**\*\*\*\*Blanket Coverage Information\*\*\*\***

**Blanket #1 Building Amt: 71,117,191 Ded: \$10,000**

**Cause of Loss: Special (Including Theft)**

**Valuation: Replacement Cost**

**Coinsurance%: 90**

**Agreed Amount Applies**

**Deductible Type: Dollars**

**Deductible Basis: Any One Occurrence**

**Blanket #2 Personal Property Amt: 3,630,231 Ded: \$10,000**

**Cause of Loss: Special (Including Theft)**

**Valuation: Replacement Cost**

**Coinsurance%: 90**

**Agreed Amount Applies**

**Deductible Type: Dollars**

**Deductible Basis: Any One Occurrence**

**Blanket #3 Business Income (Value) Amt: 1,250,000 Ded: 72**

**Cause of Loss: Special (Including Theft)**

**Valuation: Actual Loss Sustained**

**Coinsurance%: 100**

**Agreed Amount Applies**

**Deductible Type: Hours**

**Deductible Basis: Any One Occurrence**

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

**Location #: 1 1620 Market Avenue S. Canton, OH 44707-3778 School - K-8 (S.A. Community School for  
Alternative Learning-Canton)**

**Location #: 2 2400 Cleveland Avenue N.W. Canton, OH 44709-3613 Secondary School - 9-12 (S.A. Secondary**

**School-Canton)**

**Location #: 3 5868 Stumph Road Parma, OH 44130-1736 School - K-12 (S.A. Community School-Parma)**

**Location #: 4 7 S. Marshall Road Middletown, OH 45044-5375 School 6-12 (S.A. Secondary School-Middletown)**

**Location #: 5 3029 Yankee Road Middletown, OH 45044 School 7-12**

**Location #: 6 2106 Arbor Avenue SE Warren, OH 44484-5225 School K-6**

**Location #: 7 2140 E. 36th Street Lorain, OH 44055-2756 School K-5 (S.A. Community school for Alternative Learners-Lorain)**

**Location #: 8 144 N. Schenley Avenue Youngstown, OH 44509-2041 School K-7 (S.A. Youngstown)**

**Location #: 9 4700 Central Avenue Middletown, OH 45044-5354 School K-6 (S.A. Community School for Alternative Learners-Middletown)**

**Location #: 10 4128 Cedar Ridge Road Dayton, OH 45414-3908 School K-8 (S.A. Community School-Dayton)**

**Location #: 11 2791 Mogadore Road Akron, OH 44312-1504 Office - Summit Academy Management and Akron Middle School**

**Location #: 13 5800 Salvia Avenue Cincinnati, OH 45224-3029 School 9-12 (S.A. Transition High School Cincinnati)**

**Location #: 14 1660 Sternblock Lane Cincinnati, OH 45237-3805 School K-8 (S.A. Community School Cincinnati)**

**Location #: 15 346 Illinois Avenue Lorain, OH 44052-2106 Closed for Renovations**

**Location #: 16 1694 Pawnee Drive Xenia, OH 45385-4126 School K-8 (S.A. Community School for Alternative Learners-Xenia)**

**Location #: 16 1694 Pawnee Drive Xenia, OH 45385-4126 9-12 Facility**

**Location #: 17 1461 Moncrest Drive N.W. Warren, OH 44485-1928 School 7-12 (S.A. School for Alternative Learners-Warren Mid/Secondary)**

**Location #: 18 464 South Hawkins Avenue #200 Akron, OH 44320 Secondary School**

**Location #: 19 2503-2523 Leland Avenue Akron, OH 44312-2426 School K-5 (S.A. Akron Elementary School)**

**Location #: 20 2521 Fairwood Avenue, Ste 100 & 200 & 300 Columbus, OH 43207-2712 School K-5, 6, 8, 9-12 (S.A. Community/Middle School-Columbus)**

**Location #: 21 2781 Mogadore Road Akron, OH 44312-1504 Warehouse**

**Location #: 22 251 Erdiel Drive Dayton, OH 45415-3632 School 9-12 (S.A. Transition High School-Dayton)**

**Location #: 23 2800 Shady Run Road Youngstown, OH 44502-2770 School 8-12 (S.A. Secondary School Youngstown-CRC)**

**Location #: 24 301 Collingwood Blvd. Toledo, OH 43604-8600 School**

**Location #: 25 870 South Detroit Street Xenia, OH 45385 Satellite office**

**Limit:**

**Limit:**

**Deductible: \$10,000 Deductible Type: Dollars**

**Deductible Basis: Any One Occurrence**

**Electronic Data Processing Equipment Included in Blanket Contents Included Gold**

**Property Broadening**

**Cause of Loss: Special (Including Theft)**

**Limit:**

**Deductible: \$10,000 Deductible Type: Dollars**

**Deductible Basis: Any One Occurrence**

**Limit:**

**Deductible: \$10,000 Deductible Type: Dollars**

**Deductible Basis: Any One Occurrence**

**Limit: 500,000**

**Deductible: \$10,000 Deductible Type: Dollars**

**Deductible Basis: Any One Occurrence**

**Limit: 10,000**

Limit:  
Deductible: \$10,000

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# Performance Accountability Framework

## Attachment 11.6

<b>School Name</b>	Summit Academy School for Alternative Learners – Warren Middle Secondary
<b>School IRN#</b>	000616
<b>Building Leader</b>	Erin Bradley
<b>Board President</b>	Joe Gagliano
<b>Contract Term Dates</b>	June 2018-June 2024
<b>Management Company</b>	Summit Academy Management
<b>School Mission</b>	The mission of Summit Academy schools is to build hope, success, and well-being through education and advocacy for students with special needs.

### Section I – Performance on the State Report Card Component

The ESC of Lake Erie West will use data reported by the Ohio School Report Card to analyze school performance on state-mandated assessments. All applicable measures and indicators of student performance on the report card will receive a rating based on performance. To successfully meet the target for measure and indicator, the school must be rated *Meets Standard* or higher.

<b>School Academic Performance on the Traditional Ohio School Report Card</b>					
<b>Academic Indicators</b>	<b>Exceeds Standard (6 points)</b>	<b>Meets Standard (4 points)</b>	<b>Approaches Standard (2 Points)</b>	<b>Falls Below Standard (0 points)</b>	
Overall Rating	5 or 4 Stars	3 Stars	2 Stars	1 Star	
Achievement Component	5 or 4 Stars	3 Stars	2 Stars	1 Star	
Performance Index	≥80% of maximum score	≥70% but < 80% of maximum score	≥50% but < 70% of maximum score	< 50% of maximum score	
Progress Component	5 or 4 Stars	3 Stars	2 Stars	1 Star	
Gap Closing Component	5 or 4 Stars	3 Stars	2 Stars	1 Star	
Chronic Absenteeism		Met		Not Met	
Gifted Performance	N/A	N/A	N/A	N/A	
Graduation Component	5 or 4 Stars	3 Stars	2 Stars	1 Star	
4-Year Graduation Rate	≥93.5%	≥90% but < 93.5%	≥84% but < 90%	< 84%	
5-Year Graduation. Rate	≥ 93.5%	≥90% but < 93.5%	≥84% but < 90%	< 84%	
Early Literacy Component	5 or 4 Stars	3 Stars	2 Stars	1 Star	
Proficiency in 3 <sup>rd</sup> Grade	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%	
Promotion to 4 <sup>th</sup> Grade	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%	
Improving K-3 Literacy	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%	
College, Career, Workforce and Military Readiness		Not reported until 2024-2025			
PBIS		Yes		No	
Performance Index vs. Similarly Situated Local Schools		Exceeds performance index average gathered from two (2) similar schools in the local market	Meets performance index average gathered from two (2) similar schools in the local market	Meets performance index gathered from one (1) similar school in the local market	Falls below performance index gathered from two (2) similar schools in the local market
Similar School 1: East High School (Youngstown)	Similar School 2: Garfield Community Learning Center (Akron)				

**School Academic Performance on the Dropout Prevention and Recovery (DOPR) Ohio School Report Card**

Academic Indicators		Exceeds Standard (6 points)	Meets Standard (4 points)	Does Not Meet Standard (0 points)
Overall Rating		Exceeds Standards	Meets Standards	Does Not Meet Standards
Achievement Component		Exceeds Standards	Meets Standards	Does Not Meet Standards
Progress Component		Exceeds Standards	Meets Standards	Does Not Meet Standards
Gap Closing Component		Exceeds Standards	Meets Standards	Does Not Meet Standards
Chronic Absenteeism			Met	Not Met
Graduation Component		Exceeds Standards	Meets Standards	Does Not Meet Standards
4-Year Graduation Rate		Exceeds Standards	≥ 90% but < 93.5%	< 84%
5-Year Graduation Rate		Exceeds Standards	≥ 90% but < 93.5%	< 84%
6-Year Graduation Rate		Exceeds Standards	Meets Standards	Does Not Meet Standards
7-Year Graduation Rate		Exceeds Standards	From 68%-77%	< 58%
8-Year Graduation Rate		Exceeds Standards	From 68%-77%	< 58%
Combined Graduation Rate vs. All Ohio DOPR Schools		Scored 7% or more above all Ohio DOPR Schools	Scored the same as or up to 6.9% above all Ohio DOPR Schools	Scored below all Ohio DOPR Schools
College, Career, Workforce and Military Readiness			Not reported until 2024–2025	
PBIS			Yes	No
Progress Component vs. Similar DOPR Schools		Scored the same or better than similar schools in both Reading and Math	Scored the same or better than similar schools on either Reading or Math	Scored the lower than similar schools in both Reading and Math
Similar School 1: N/A	Similar School 2: N/A			

## Section II – Academic Achievement Targets & Metrics Component

The ESC of Lake Erie West will use data reported by the school to analyze additional applicable academic measures of student performance. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on performance.

School Academic Achievement Targets & Metrics							
Measure Domain	Assessment	Grades		Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Achievement	Schools locally administered norm-referenced assessment Reading/ELA	K-8		50% at or above grade level on schools locally administered norm-referenced assessment	41-49% at or above grade level on schools locally administered norm-referenced assessment	30-40% at or above grade level on schools locally administered norm-referenced assessment	< 30% at or above grade level on schools locally administered norm-referenced assessment
Achievement	Schools locally administered norm-referenced assessment Math	K-8		50% at or above grade level on schools locally administered norm-referenced assessment	41-49% at or above grade level on schools locally administered norm-referenced assessment	30-40% at or above grade level on schools locally administered norm-referenced assessment	< 30% at or above grade level on schools locally administered norm-referenced assessment
Achievement	English Language Arts I End of Course (EOC) pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in ELA	50-69% of students pass EOC exam in ELA	40-49% of students pass EOC exam in ELA	< 40% of students pass EOC exam in ELA
			DOPR	68% of students pass EOC exam in ELA	45-67% of students pass EOC exam in ELA	32-44% of students pass EOC exam in ELA	< 32% of students pass EOC exam in ELA
Achievement	Algebra I EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in Algebra I	50-69% of students pass EOC exam in Algebra I	40-49% of students pass EOC exam in Algebra I	< 40% of students pass EOC exam in Algebra I
			DOPR	68% of students pass EOC exam in Algebra I	45-67% of students pass EOC exam in Algebra I	32-44% of students pass EOC exam in Algebra I	< 32% of students pass EOC exam in Algebra I
Achievement	Biology EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in Biology	50-69% of students pass EOC exam in Biology	40-49% of students pass EOC exam in Biology	< 40% of students pass EOC exam in Biology
			DOPR	68% of students pass EOC exam in Biology	45-67% of students pass EOC exam in Biology	32-44% of students pass EOC exam in Biology	< 32% of students pass EOC exam in Biology



Achievement	English Language Arts II EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in ELA II	50-69% of students pass EOC exam in ELA II	40-49% of students pass EOC exam in ELA II	< 40% of students pass EOC exam in ELA II
			DOPR	68% of students pass EOC exam in ELA II	45-67% of students pass EOC exam in ELA II	32-44% of students pass EOC exam in ELA II	< 32% of students pass EOC exam in ELA II
Achievement	Geometry EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in Geometry	50-69% of students pass EOC exam in Geometry	40-49% of students pass EOC exam in Geometry	< 40% of students pass EOC exam in Geometry
			DOPR	68% of students pass EOC exam in Geometry	45-67% of students pass EOC exam in Geometry	32-44% of students pass EOC exam in Geometry	< 32% of students pass EOC exam in Geometry
Achievement	American US History EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in American US History	50-69% of students pass EOC exam in American US History	40-49% of students pass EOC exam in American US History	< 40% of students pass EOC exam in American US History
			DOPR	68% of students pass EOC exam in American US History	45-67% of students pass EOC exam in American US History	32-44% of students pass EOC exam in American US History	< 32% of students pass EOC exam in American US History
Achievement	American US Government EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in American US Government	50-69% of students pass EOC exam in American US Government	40-49% of students pass EOC exam in American US Government	< 40% of students pass EOC exam in American US Government
			DOPR	68% of students pass EOC exam in American US Government	45-67% of students pass EOC exam in American US Government	32-44% of students pass EOC exam in American US Government	< 32% of students pass EOC exam in American US Government
Achievement	Credit Earning Rate	9th-12th	Traditional	The average credit earning rate for all students is 90-100%	The average credit earning rate for all students is 80-89%	The average credit earning rate for all students is 60-79%	The average credit earning rate for all students is below 60%
			DOPR	The average credit earning rate for all students is 80-100%	The average credit earning rate for all students is 70-79%	The average credit earning rate for all students is 60-69%	The average credit earning rate for all students is below 60%

### Section III – Academic Growth Component

The ESC of Lake Erie West will use data reported by the school to analyze additional applicable academic measures of student performance. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on performance. All locally administered norm-referenced assessments must be on the Ohio Department of Education approved vendor list.

Traditional School Academic Growth Targets & Metrics							
Measure Domain	Assessment	Grades	Overall Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Growth	Schools locally administered norm-referenced assessment Reading	K-12	Students grow 1.0 or more in grade equivalency from the beginning of year to end of year administration	80-100%	50-79%	40-49%	< 40%
Locally Administered Norm-Referenced Assessment:		<i>Renaissance Star</i>					
Growth	Schools locally administered norm-referenced assessment Math	K-12	Students grow 1.0 or more in grade equivalency from the beginning of year to end of year administration	80-100%	50-79%	40-49%	< 40%
Locally Administered Norm-Referenced Assessment:		<i>Renaissance Star</i>					
Growth	Schools locally administered norm-referenced assessment Subgroup	K-12	Students grow 1.0 or more in grade equivalency from the beginning of year to end of year administration in Reading/ELA or Math	80-100%	50-79%	40-49%	< 40%
Identified Subgroup	<i>Economically Disadvantaged</i>	Identified Subject	<i>Reading/ELA</i>	Locally Administered Norm-Referenced Assessment			<i>Renaissance Star</i>

DOPR School Academic Growth Targets & Metrics							
Measure Domain	Assessment	Grades	Overall Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Growth	Schools locally administered norm-referenced assessment Reading	9-12	Composite gain score is at least two standard errors of measure above the mean score	At least 2 standard errors of measure above the mean score	Less than 2 standard errors of measure above the mean score	Greater than or equal to 2 standard errors of measure below the mean score	Not greater than two standard errors of measure below the mean score
Locally Administered Norm-Referenced Assessment:							
Growth	Schools locally administered norm-referenced assessment Math	9-12	Composite gain score is at least two standard errors of measure above the mean score	At least 2 standard errors of measure above the mean score	Less than 2 standard errors of measure above the mean score	Greater than or equal to 2 standard errors of measure below the mean score	Not greater than two standard errors of measure below the mean score
Locally Administered Norm-Referenced Assessment:							

Growth	Schools locally administered norm-referenced assessment Subgroup	9-12	Composite gain score is at least two standard errors of measure above the mean score	At least 2 standard errors of measure above the mean score	Less than 2 standard errors of measure above the mean score	Greater than or equal to 2 standard errors of measure below the mean score	Not greater than two standard errors of measure below the mean score
Identified Subgroup	<i>Economically Disadvantaged</i>	Identified Subject	<i>Reading/ELA</i>	Locally Administered Norm-Referenced Assessment		<i>Renaissance Star</i>	

## Section IV – Performance on Other Fiscal, Governance, Organizational, and Operational Components

The ESC of Lake Erie West will use data reported by the school to analyze the performance of the non-academic organizational, operational, compliance, and fiscal goals. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on performance. Schools must complete the **Mission-Specific** goal section.

<b>School Fiscal Performance Targets and Metrics</b>				
<b>Measure Domain</b>	<b>Exceeds the Standard (6 points)</b>	<b>Meets the Standard (4 points)</b>	<b>Approaches the Standard (2 points)</b>	<b>Falls Below the Standard (0 points)</b>
Current Ratio of Assets to Liabilities	Ratio is greater than or equal to 1.1	Ratio is between 1.0 and 1.1; AND one year trend is positive (current year's ratio is higher than last year's)	Ratio is between 0.9 and 1.0 or equals 1.0; OR ratio is between 1.0 and 1.1 AND one-year trend is negative	Ratio is $\leq$ 0.9
Unrestricted Days of Cash	School has 60 days cash available	School has between 30 and 60 days cash available	School has between 15 and 30 days cash available	School has < 15 days cash available
Current-year Enrollment Variance	Actual enrollment equals or is within 95% of budgeted enrollment in most recent year	Actual enrollment is 90–95% of budgeted enrollment in most recent year	Actual enrollment is 80–90% of budgeted enrollment in most recent year	Actual enrollment is less than 80% of budgeted enrollment in most recent year
Debt Management	School carries no debt	School meets all debt requirements and is not delinquent on payments	Schools has missed payments	School is in default on any debt service
Total Expense Variance	School expenses are less than 95% of projected	School expenses are between 95-100% of projected	School expenses are between 100-110% of projected	School expenses are more than 110% of projected
Sponsor Financial Reporting	All reports submitted by deadline	No more than two (2) reports or responses submitted no more than five (5) days late	Between three (3) to four (4) reports submitted no more than five (5) days late	More than four (4) reports submitted late or more than five (5) days late
Audit Findings	School's most recent audit contains zero (0) findings AND management letter comments	School's most recent audit contains zero (0) findings and no more than two (2) management letter comments	School's most recent audit contains zero (0) findings and between two (2) to five (5) management letter comments	School's most recent audit contains any findings and/or five (5) or more management letter comments
Enrollment Sustainment	Final FTE is >95% of beginning FTE	Final FTE is between 90% and 95% of beginning FTE	Final FTE is between 85% and 90% of beginning FTE	Final FTE is <85% of beginning FTE
Sustainability	The % of eligible students remaining enrolled from one year to the next (October to October) will be at least 90%	The % of eligible students remaining enrolled from one year to the next (October to October) will be 80-89%	The % of eligible students remaining enrolled from one year to the next (October to October) will be at least 70-79%	The % of eligible students remaining enrolled from one year to the next (October to October) below 70%

## School Governance Performance Targets and Metrics

Measure Domain	Assessment	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
School Governance	Board Engagement	100% of board members attend two (2) or more school visits or school-sponsored events	100% of board members attend at least one (1) school visit or school-sponsored event	At least one board member attends at least one (1) school visit or school-sponsored event	Zero (0) board members attend a school visit or school-sponsored event
School Governance	Required Number of Regular Board Meetings		Six (6) Meetings held per year	Five (5) meetings held per year	Four (4) or fewer meetings held per year
School Governance	Required Number of Board Members		Five (5) or more sponsor approved board members for all meetings		Fewer than five (5) sponsor approved board members for one (1) or more meetings
School Governance	Proper Meeting Notice		Timely public notice for all meetings, reschedules, and cancellations	Timely public notice not provided for one (1) meeting, reschedule, or cancellation	Timely public notice not provided for two (2) or more meetings, reschedules, or cancellations
School Governance	Required Board Member Training		Completion of Open Meetings and Public Records for 100% of board members	Completion of Open Meetings and Public Records for 80-99% of board members	Completion of Open Meetings and Public Records for less than 80% of board members
School Governance	Board Member Attendance	Overall member attendance is > 90%	Overall member attendance is between 80-90%	Overall member attendance is between 70-79%	Overall member attendance is < 70%

Compliance/Organizational/Operational Performance Targets and Metrics					
Measure Domain	Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Legal Compliance	On-time Records Submission	School is compliant for 100% of ORC/OAC required items	School is compliant for 94-99% of ORC/OAC required items	School is compliant for 90-93% of ORC/OAC required items	School is compliant for less than 90% of ORC/OAC required items
Legal Compliance	Accuracy of Records Submission	School is compliant for 100% of ORC/OAC required items	School is compliant for 94-99% of ORC/OAC required items	School is compliant for 90-93% of ORC/OAC required items	School is compliant for less than 90% of ORC/OAC required items
Legal Compliance	Five-Year Forecast Submission		November & May forecasts approved and submitted on-time	November & May forecasts approved and submitted 1-15 days after deadline	November & May forecasts approved and submitted 16 or more days after deadline
Legal Compliance	Annual Budget		Annual Budget approved and submitted on-time	Annual Budget approved and submitted 1-15 days after deadline	Annual Budget approved and submitted 16 or more days after deadline
Legal Compliance	Annual Report		School Annual Report submitted AND made available to parents by the due date		School Annual Report <b>not</b> submitted OR not made available to parents by the due date
Legal Compliance	Emergency Management Plan		Emergency management plan approved and current		Emergency management plan <b>not</b> submitted on time, approved or expired
Student Discipline K-3	House Bill 318 restricts the out-of-school suspensions (OSS) and expulsions for students in grades K-3 grade for offenses that do not pose significant danger to school and student safety (as defined by Ohio law). <b>**Detailed documentation is required to determine if OSS meets the requirements of the law**</b>		Zero (0) out-of-school suspensions (OSS)	One (1) or more OSS with proper documentation and within the guidelines of the law	One (1) or more OSS without proper documentation and without meeting guidelines of the law

Student Discipline 4-8	The school will show an overall decrease in out-of-school suspensions (OSS) from the previous school year. The percent will be calculated using the total number of suspension incidents divided by the total student enrollment.	OSS is decreased by 50% or more from the previous school year	OSS is decreased from the previous school year	OSS remains the same from the previous school year	OSS increased from the previous school year
Student Discipline 9-12	The school will show an overall decrease in out-of-school suspensions (OSS) from the previous school year. The percent will be calculated using the total number of suspension incidents divided by the total student enrollment.	OSS is decreased by 50% or more from the previous school year	OSS is decreased from the previous school year	OSS remains the same from the previous school year	OSS increased from the previous school year
Mission Specific	In order to build hope, success, and well-being in our student population, 100% of students will participate in our PBIS and Social-Emotional Learning programming during the 23-24 school year, resulting in no more than 18 out of school suspensions by the end of the 23-24 school year.	School shows evidence of exceeding mission-specific contract SMART goal	School shows evidence of meeting mission-specific contract SMART goal	School shows evidence of meeting some, but not all, of its mission-specific contract SMART goal	Evidence of meeting mission-specific SMART goals is not provided or school is not meeting the goal

## Performance Accountability Framework Attachment 11.6 – Measurable SMART Goals

Each school will write their own Mission-Specific goal in Section IV. This goal must reflect the stated mission of the school and how the school addresses and reinforces the mission over the course of the academic year. The goal must illustrate how the school uses data to measure its progress towards improved outcomes for students.

For example, if a school’s mission statement pertains to character education, the school may choose to write a goal that demonstrates in a measurable way how their work towards the mission impacts student data such as improving attendance, student discipline data, academic achievement, involvement in community service activities, student honors and awards, etc.