



Hogan Preparatory Academy

Hogan Preparatory Academy

Date and Time

Monday August 23, 2021 at 5:30 PM CDT

Location

Notice is hereby given that the Hogan Preparatory Academy Board will conduct a Board Meeting at 5:30 PM on Monday, August 23, 2021 at Hogan Preparatory Academy District Office, at 6409 Agnes Avenue. Due to COVID-19 safety protocols, the meeting can be attended remotely by the Zoom link or the conference call telephone number below:

Zoom Meeting:

<https://us02web.zoom.us/j/83526021446?pwd=MmVPTzRvWG5hbTY3SXVlaUlqQkxnQT09>

Meeting ID: 835 2602 1446

Passcode: 0VMhgP

One tap mobile

+13126266799,,83526021446#,,,,*400704# US (Chicago)

+19292056099,,83526021446#,,,,*400704# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 835 2602 1446

Passcode: 400704

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
Opening Items			
A. Call the Meeting to Order		Dr. Mary Viveros	1 m
B. Record Attendance and Guests		Dr. Mary Viveros	1 m
Quorum Established			
C. Adoption of Agenda	Vote	Dr. Mary Viveros	1 m
D. Comments from Public		Dr. Mary Viveros	5 m
E. Comments from the Board President		Dr. Mary Viveros	5 m

	Purpose	Presenter	Time
F. Comments from the Superintendent		Dr. Jayson Strickland	10 m
Baptist Trinity Lutheran Check presentation			
II. HPA Board Dashboard			5:53 PM
A. HPA BOD August Dashboard	Discuss	Dr. Mary Viveros	5 m
III. Consent Agenda			5:58 PM
A. Approval of July 26, 2021 Minutes	Approve Minutes	Dr. Mary Viveros	1 m
B. Approval of Closed Session Minutes	Vote	Dr. Jayson Strickland	1 m
C. HPA HR Report	Vote	Dr. Tanya Shippy	1 m
D. HPA Employee Handbook update	Vote	Dr. Tanya Shippy	1 m
E. First Student Contract Extension	Vote	Dr. Tanya Shippy	1 m
F. HPA Student Handbook	Vote	Dr. Tamara Burns	1 m
IV. Hogan Preparatory Academy Board of Director Committees			
V. Finance Committee			6:04 PM
Finance			
A. Finance Committee Report	Discuss	Jamie Berry & David Collier	5 m
B. Approve July Expenses	Vote	Jamie Berry & David Collier & Paul Greenwood	1 m
VI. Academics			6:10 PM
A. Academic Committee Report	Discuss	Dr. Tamara Burns & Dr. Mary Viveros	5 m
VII. Governance and Board Development			6:15 PM
A. Governance & Board Development Committee	Discuss	Matt Samson &	10 m

	Purpose	Presenter	Time
		Dr. Tanya Shippy	
VIII. New Business			6:25 PM
A. Ignition Lab-Operation Breakthrough MOU	Vote	Jamie Berry & Edwin Wright	5 m
B. Special Education Plan	Vote	Jazmine Salach	5 m
C. Social Emotional Development Report	Discuss	Jazmine Salach	5 m
IX. Old Business			
X. Calendar			6:40 PM
A. Upcoming Dates	Discuss	Dr. Jayson Strickland	1 m
<ul style="list-style-type: none"> • August 23rd • September 6th • September 15th • September 23rd • September 24th • September 27th • September 29th 	<ul style="list-style-type: none"> First Day of School Labor Day--Schools and main office Closed Early Release Mid Quarter HPA Staff Professional Development--No School HPA Board of Directors Meeting, 5:30pm Early Release 		
XI. Closing Items			6:41 PM
A. Motion to go into Closed Session	Discuss	Dr. Mary Viveros	10 m
<p>RSMo § 610.021. Closed meetings and closed records authorized when, exceptions, sunset dates for certain exceptions (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.... 3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.....(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment...</p>			
B. Adjourn Meeting	Vote	Dr. Mary Viveros	1 m

Cover Sheet

HPA BOD August Dashboard

Section: II. HPA Board Dashboard
Item: A. HPA BOD August Dashboard
Purpose: Discuss
Submitted by:
Related Material: Board Dashboard - August 2021.pdf

HPA FY21-22 Performance Dashboard



Strengthen Board Oversight

Target: 80% attendance at 80% of meetings
FY20-21: Met 80% attendance at 80% of meetings
YTD:



Cash Reserves

Target: \$3,000,000
FY20-21:
Projection: \$3,916,970



Retain High Quality Teachers

Target: 60% in Core Content by FY23-24
FY20-21:
FY21-22:



Leadership Performance

Target: Proficient in Hogan 5 categories
YTD:
Projection: 100% of District and School Leaders



Teacher Performance (Hogan 5) 85% of Teachers are Proficient (6) in each category

Hogan 5	Baseline April 2021- NEE	Current
1c	4.74	
2c	5.42	
2d	5.40	
3c	4.52	
3d	4.24	

HPA FY21-22 Performance Dashboard



Attendance

Target:
YTD:
Projection:



Freshman on Track

Target:
YTD:
Projection:



Seniors on Track

Target:
YTD:
Projection:



Graduation Rate

Target: 83.9%
FY20-21 Rate: 91%
(52 out of 57)
Projection:



Graduates w/MVA

FY 22-23 Target: 20% w/at
least 1 MVA
YTD:
Projection:

HPA FY21-22 Performance Dashboard



MAP Below Basic*

	Current FY18-19	FY21-22 Target
ELA	30.8%	28.3%
Math	58.7%	54.2%
Science	51.0%	47.0%



MAP Performance Index*

	Current FY 18-19	FY21-22 Target
ELA	258.1	267.1
Math	194.3	208.4
Science	205.2	218.7



SGP Growth

	Moderate (50 SGP)	Moderately Ambitious (65 SGP)	Ambitious (75 SGP)	% Above Moderate
FY21-22	100%	20%	3%	23%

*Interim assessment data uses Evaluate, which is a Powered by BoardOnTrack for MAP

Cover Sheet

Approval of July 26, 2021 Minutes

Section:	III. Consent Agenda
Item:	A. Approval of July 26, 2021 Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Hogan Preparatory Academy on July 26, 2021



Hogan Preparatory Academy

Minutes

Hogan Preparatory Academy

Date and Time

Monday July 26, 2021 at 5:30 PM

Location

Notice is hereby given that the Hogan Preparatory Academy Board will conduct a Board Meeting at 5:30 PM on Monday, July 26, 2021 at Hogan Preparatory Academy District Office, at 6409 Agnes Avenue. Due to COVID-19 safety protocols, the meeting can be attended remotely by the Zoom link or the conference call telephone number below:

Virtual:

<https://us02web.zoom.us/j/82806521764?pwd=cFlzRmRXWlU3SytXNm9saEhjV2FhZz09>

Meeting ID: 828 0652 1764

Passcode: W7aFwf

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+19292056099,,82806521764#,,,,*038583# US (New York)

+13017158592,,82806521764#,,,,*038583# US (Washington DC)

Dial by your location:

+1 312 626 6799 US (Chicago)

Meeting ID: 828 0652 1764

Passcode: 038583

Directors Present

Albert Ray (remote), Danielle Binion (remote), David Collier (remote), Lynne Beaver (remote), Mary Viveros (remote), Matt Samson, Robin Carlson (remote)

Directors Absent

None

Guests Present

Dana Cutler (remote), Jami Williams (remote), Jamie Berry (remote), Janice Thomas, Jayson Strickland, Jazmine Salach (remote), Paul Greenwood (remote), Robyn Wahbby (remote), Tamara Burns (remote), Tanya Shippy (remote)

I. Opening Items

A. Call the Meeting to Order

Mary Viveros called a meeting of the board of directors of Hogan Preparatory Academy to order on Monday Jul 26, 2021 at 5:30 PM.

B. Record Attendance and Guests

C. Adoption of Agenda

Albert Ray made a motion to Adopt the agenda.

Matt Samson seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Matt Samson Aye

David Collier Aye

Albert Ray Aye

Mary Viveros Aye

Lynne Beaver Aye

Danielle Binion Aye

Robin Carlson Aye

D. Comments from Public

E. Comments from the Board President

- Introduction of Danielle Binoin as new BOD and welcome

F. Comments from the Superintendent

- Introduction of Jazmine Salach, Director of Special Education
- Izette Torres was an star in the relocation of the central office.
- Feedback in communications is resulting in improved weekly communications to staff and administrators; links will be in the BOD updates.
- 2020-21 audit process beginning; BOD will receive forms from Daniel Jones, auditor.

II. HPA Board Dashboard

A. HPA BOD July Dashboard

- July dashboard: Metrics approved and adopted by BOD based on the renewal application.
- Question: Will document be on a monthly basis? A: It will be at board meetings and in BOD weekly updates. Dr. Viveros advised it would be reviewed and help up. Question: Rolling in board goals & opportunity to add additional spots, A: Committee reports still on agenda; BOD has discretion to adjust the dashboard.

III. Consent Agenda

A. Approval of June 28, 2021 Minutes

Matt Samson made a motion to approve the minutes from Hogan Preparatory Academy on 06-28-21.

Albert Ray seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Albert Ray Aye
Robin Carlson Aye
Lynne Beaver Aye
David Collier Aye
Mary Viveros Aye
Danielle Binion Aye
Matt Samson Aye

B. Approval of Closed Session Minutes

Matt Samson made a motion to Approve closed session minutes.

Albert Ray seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Danielle Binion Aye
Robin Carlson Aye
Mary Viveros Aye
David Collier Aye
Lynne Beaver Aye
Albert Ray Aye
Matt Samson Aye

C. HPA HR Report

Matt Samson made a motion to Approve HR report.

Albert Ray seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

David Collier Aye
Robin Carlson Aye
Lynne Beaver Aye
Mary Viveros Aye
Danielle Binion Aye
Matt Samson Aye
Albert Ray Aye

D. Evolve Contract

Matt Samson made a motion to Approve Evolve Contract.

Albert Ray seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Matt Samson Aye
David Collier Aye
Albert Ray Aye
Mary Viveros Aye
Danielle Binion Aye
Robin Carlson Aye
Lynne Beaver Aye

E. TICO Productions Marketing Proposal

Matt Samson made a motion to Approve TICO Productions Marketing Proposal.

Albert Ray seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Matt Samson Aye

Roll Call

Albert Ray Aye
Danielle Binion Aye
Robin Carlson Aye
Lynne Beaver Aye
David Collier Aye
Mary Viveros Aye

F. Operation Breakthrough Pre-K MOU

Matt Samson made a motion to Approve Operation Breakthrough Pre-K MOU.
Albert Ray seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Matt Samson Aye
Albert Ray Aye
David Collier Aye
Mary Viveros Aye
Lynne Beaver Aye
Robin Carlson Aye
Danielle Binion Aye

G. HPA Staff Communications Policy

Matt Samson made a motion to Approve HPA Staff Communications Policy.
Albert Ray seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Lynne Beaver Aye
Danielle Binion Aye
Robin Carlson Aye
David Collier Aye
Matt Samson Aye
Albert Ray Aye
Mary Viveros Aye

H. Resolution for Credit Card Authorization

Matt Samson made a motion to Approve the Resolution for Credit Card Authorization.
Albert Ray seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Lynne Beaver Aye
Albert Ray Aye
Matt Samson Aye
David Collier Aye
Robin Carlson Aye
Mary Viveros Aye
Danielle Binion Aye

I. Resolution for FY21-22 Banking Signature Card

Matt Samson made a motion to Approve the Resolution for FY 21-22 Banking Signature Card.
Albert Ray seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Albert Ray Aye

Roll Call

Robin Carlson Aye
Lynne Beaver Aye
David Collier Aye
Mary Viveros Aye
Matt Samson Aye
Danielle Binion Aye

IV. Finance Committee

A. Finance Committee Report

- \$311K above May forecast
- Savings in expenses
- Elementary school acquired
- Dates:
 - 8/15: Annual Secretary of Board report
 - 8/23: ESSER III app due
 - 9/3: Materials due to auditor
 - 9/13: Audit
 - 9/30: Final expenditure reports due

B. Approve June Expenses

Matt Samson made a motion to Approve June expenses.
Albert Ray seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Albert Ray Aye
Robin Carlson Aye
Mary Viveros Aye
Danielle Binion Aye
Matt Samson Aye
Lynne Beaver Aye
David Collier Aye

V. Academics

A. Academic Committee Report

- Data: below basic with percentage increase
- Performance: Numbers up
- SGP: 23% of student's gain a years growth
- Cascade of Accountability

VI. Governance and Board Development

A. Governance & Board Development Committee

- July 9th: onboarding of Danielle Binion---8 hours of online training and meeting with Kent Peterson
- Current BOD members for (4) hours training; 2 hours in retreat and 2 hours in monthly meetings
- BOT self evaluation due August 6th
- BOT to complete Supt evaluation

- Q: Fundraising-someone to come in to provide training A: Discuss later

VII. New Business

A. HPA Feasibility Study

Albert Ray made a motion to Approve the Feasibility Study.

Robin Carlson seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Lynne Beaver Aye
David Collier Aye
Danielle Binion Aye
Albert Ray Aye
Matt Samson Aye
Robin Carlson Aye
Mary Viveros Aye

B. KLS II-Hogan Loan

Lynne Beaver made a motion to Approve KLS II Hogan Loan.

Albert Ray seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Robin Carlson Aye
Lynne Beaver Aye
Matt Samson Aye
Mary Viveros Aye
David Collier Aye
Albert Ray Aye
Danielle Binion Aye

VIII. Closing Items

A. Motion to go into Closed Session

Lynne Beaver made a motion to made a motion to Go into Closed session pursuant to RSMo § 610.021. Closed meetings and closed records authorized when, exceptions, sunset dates for certain exceptions (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded and (13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment...

Robin Carlson seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

David Collier Aye
Albert Ray Aye
Robin Carlson Aye
Lynne Beaver Aye
Matt Samson Aye
Mary Viveros Aye
Danielle Binion Aye

B. Motion to go into Closed Session/Return to General Session

Lynne Beaver made a motion to go into Closed Session/Return to General Session with no action to be taken by the Board.

Robin Carlson seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Robin Carlson Aye
Matt Samson Aye
Danielle Binion Aye
David Collier Aye
Lynne Beaver Aye
Albert Ray Aye
Mary Viveros Aye

C. Adjourn Meeting

Lynne Beaver made a motion to Adjourn the meeting.

Robin Carlson seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Mary Viveros Aye
Matt Samson Aye
Albert Ray Aye
Danielle Binion Aye
Lynne Beaver Aye
Robin Carlson Aye
David Collier Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:57 PM.

Respectfully Submitted,
Mary Viveros

Cover Sheet

HPA HR Report

Section:	III. Consent Agenda
Item:	C. HPA HR Report
Purpose:	Vote
Submitted by:	
Related Material:	2021 Aug Board - HR Report.pdf

First Name	Last Name	Position	Effective Date	Location
Roche	Burrell	School Nurse	08/19/2021	Elementary School
Brooke	Winter	Front Office Secretary	08/23/2021	Middle School

Cover Sheet

HPA Employee Handbook update

Section: III. Consent Agenda
Item: D. HPA Employee Handbook update
Purpose: Vote
Submitted by:
Related Material: 2021-2022 Employee Handbook - Revised July 2021.pdf



Employee Handbook

Current as of July, 2021

Thank you for your service and dedication to HPA!

Purpose

The purpose of this employee handbook is to provide guidance to acquaint all employees with the Board Policies of Hogan Preparatory Academy, Inc. (HPA). The Board Policies are available on the district website. Additionally, the handbook provides information about working conditions, employer provided benefits, and some of the policies affecting employment. All employees should read, understand, and comply with all provisions of the handbook. It describes many employee responsibilities and outlines the benefit programs developed by HPA. Your compliance with this handbook is a condition of your employment. One of the objectives is to provide a work environment that is conducive to both personal and professional growth.

This employee handbook is a tool to keep employees informed of the terms and conditions of their employment, including school policies and procedures. HPA reserves the right to revise, add or delete from this handbook. HPA will notify employees when changes have been made to the handbook. No oral statements or representations can change the provisions of this handbook. Board Policies shall supersede this handbook.

Notice of Nondiscrimination

Hogan Preparatory Academy admits students of any race, color, national origin, ethnic origin, age, religion, creed, sex, sexual orientation, disability, or any other legally recognized classification to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. The District does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex. The District does not discriminate on the basis of race, color, national origin, ethnic origin, age, religion, creed, sex, sexual orientation, veteran's status, disability, or any other legally recognized classification in administration of its hire and employment policies, educational policies, admission policies, scholarship and loan programs, and athletic and other school-administered programs, and the District provides equal access to the Boy Scouts and other designated youth programs.

Hogan Preparatory Academy complies with the regulations implementing Title VI and Title VII of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1972; Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and other state and federal laws and regulations.

Inquiries concerning the District's nondiscrimination policies:

Dr. Tanya Shippy, Chief Operations Officer
5809 Michigan Avenue
Kansas City, Missouri 64130
(816) 444-3484X1400

For further inquiry, may also be directed to Office for Civil Rights at: OCR.KansasCity@ed.gov

Waiver of Breach

The waiver by HPA of any violation of any term or condition set forth in this employee handbook shall not operate as a waiver of any subsequent violation. No waiver shall excuse compliance with the provisions of the employee handbook unless placed in writing and signed by the Board President of HPA.

Definitions

The term "HPA administration" is used throughout the employee handbook and in general refers to the superintendent, principals and assistant principals, Chief Academic Officer, Chief Financial Officer, Chief Operations Officer, and the Director of Special Services. The intent is to provide all employees with a person to contact in the event of any of the situations described in the handbook.

Table of Contents

Purpose.....	1
Waiver of Breach	2
Definitions	2
Employee Acknowledgement Form (for personnel file)	10
Employee Acknowledgement Form (remains in handbook)	13
HPA’s Welcome	15
Vision Statement.....	16
Mission Statement.....	16
Workplace Environment	16
Ethics Code – Reporting Concerns	16
Equal Employment Opportunity.....	20
See Board Policy 4110 for more information	20
Immigration Law Compliance	21
See Board Policy 4110 for more information.	21
Disability Accommodations	21
Preventing Sexual and Other Unlawful Harassment	22
See Board Policy 1300 for more information.	22
Employment Relationship.....	25
Employment Applications & Information	25
Employment Reference Checks.....	25
See Board Policy 4810 for more information	25
Extensive Security Background Verification	25
See Board Policy 4120 for more information.	25

Procedures for Administering School or State Standardized Testing.....26

Employee Arrest or Criminal Activity26

Employment of Relatives and Friends.....28

Job Postings29

See Board Policy 4120 for more information.29

Access to Personnel Files29

See Board Policy 4860 for more information.29

Employment Verifications and Post-Employment References30

Workplace Health, Safety and Security31

 Communicable Diseases31

 Board Policy 4820 – Communicable Diseases reads.....31

 Drug and Alcohol-Free Workplace.....33

 Board Policy 4870 - Drug-Free Workplace reads33

 Emergency Procedures35

 Firearms in School.....36

 See Board Policies 1432 and 2620 for more information.....36

 Internal Investigations, Searches, & Personal/HPA Property.....36

 Personal Vehicle and Property.....36

 Security37

 Smoke-Free Environment/Fire Safety38

 Workplace Violence Prevention39

 Reporting Personal Data Changes42

 Confidentiality & Privacy42

 See Board Policy 1450 for more information.42

Personal Information43

Conflicts of Interest44

See Board Policy 4840 for more information.44

Outside Employment45

Workplace Etiquette45

Work Schedules46

See Board Policies 4220 and 4221 for more information.....46

Attendance & Punctuality.....46

Black Out Days..... 48

Inclement Weather48

Personal Appearance49

Use of Company Equipment and Electronics (Technologies)51

 School Property51

 See Board Policy 4880 for more information.51

 Technologies.....52

 There Is No Expectation of Privacy When Using School Equipment52

 Telephone Use53

 Mail Use.....53

 E-mail System.....54

 Computers.....54

 Internet.....55

Hogan Preparatory Academy Technology User Agreement.....57

Performance Management61

 Job Descriptions.....61

Performance Evaluations61

See Board Policy 4620 for more information.61

Corrective Action Through Progressive Discipline.....62

Compensation Administration... 63

Employment Categories.....63

Annual Employment Agreements.....64

See Board Policies 4130 and 4140 for more information.....64

Timekeeping65

Paydays66

Payroll Deductions.....66

See Board Policy 4520 for more information.66

Direct Deposit.....67

Office Expense Reimbursement67

Business Travel Expenses.....67

See CFR 200.474 and Board Policy 3440 for more information.....67

Mileage Reimbursement.....69

Procedure70

Compensation for Substituting70

Leaves of Absence71

Family and Medical Leave71

See Board Policy 4321 and www.dol.gov for more information.71

Reasons for taking leave under FMLA.....71

How to Request Family or Medical Leave73

Military Leave.....75

Procedure76

Unpaid Leave Of Absence.....77

Procedure77

Paid Time Off (PTO), Holidays, Bereavement, Civic Duty.....78

 Paid Time Off (PTO).....78

 See Board Policy 4310 for more information.....78

 Holidays.....81

 See Board Policies 4330 for more information.81

 Bereavement Leave82

 Procedure82

 Time Off to Vote.....82

 Procedure83

 Time Off for Civic Duty.....83

 Procedure83

 Accommodations for Nursing Mothers84

Health and Welfare Benefits.....85

 See Board Policies 4510, 4520 and 4540 for more information..... 85

 Benefits Continuation (COBRA).....85

 Health Insurance Portability and Accountability Act (HIPAA)86

 Health Insurance86

 Section 125 Flexible Spending Account Plan Benefit.....87

 Life Insurance Benefits.....87

 Voluntary Benefits Available88

Retirement Benefits90

ERISA Rights	90
Kansas City Public School Retirement System (KCPSRS).....	90
403(b) Retirement Plan.....	91
Legally Required/Mandated Benefits	92
Workers' Compensation Insurance.....	92
See Board Policy 4530 for more information.	92
Social Security Insurance.....	92
Unemployment Insurance.....	93
Separation from Employment.....	94
See Board Policy 4710 and 4711 for more information... ..	94
Exit Interview	94
Compensation and Benefits When Exiting.....	95
Return of HPA Property When Exiting	95

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Employee Acknowledgement Form (for personnel file)

_____ I acknowledge that I have received and will review my personal copy of the HPA Employee Handbook and that I have been made aware there is also an electronic version of this handbook available in Bamboo. I agree that if there is any policy or provision of the Employee Handbook that I do not understand, I will seek clarification from my principal or direct supervisor.

_____ I acknowledge that I understand that I am expected to be at work during certain events as identified in the Attendance & Punctuality section of this handbook.

_____ I acknowledge that this handbook is not a contract of employment. In consideration of my employment with HPA, I agree to observe and abide by the conditions of employment, policies, and rules contained in this handbook.

_____ I understand that the policies, procedures and benefits described in this Employee Handbook are regularly reviewed by the HPA Administration and the Board of Directors, and may be amended, modified or deleted unilaterally by the Board at any time. I further acknowledge that the provisions in this Handbook are for informational purposes only and to the extent they differ from Board policy, rules or regulations, the Board policy, rules or regulations are controlling. I understand the board policies are available on the district website.

_____ I acknowledge that I have received and reviewed a copy of the HPA Technology Users Agreement.

_____ I acknowledge that I am required to complete the Safe Schools Training by the deadline as instructed.

One copy of this Acknowledgment Form will remain in this handbook at all times. The other copy will be placed in my personnel file.

EMPLOYEE NAME (printed): _____

EMPLOYEE SIGNATURE: _____

DATE SIGNED: _____

**THIS SIGNED AND DATED COPY IS
RETAINED IN THE EMPLOYEE PERSONNEL FILE**

This page intentionally left blank

Employee Acknowledgement Form (remains in handbook)

_____ I acknowledge that I have received, reviewed, and understand my personal copy of the HPA Employee Handbook and that I have been made aware there is also an electronic version of this handbook available in Bamboo. I agree that if there is any policy or provision of the Employee Handbook that I do not understand, I will seek clarification from my principal or direct supervisor.

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_____ I acknowledge that I am required to complete the Safe Schools Training by the deadline as instructed.

One copy of this Acknowledgment Form will remain in this handbook at all times. The other copy will be placed in my personnel file.

EMPLOYEE NAME (printed): _____

EMPLOYEE SIGNATURE: _____

DATE SIGNED: _____

THIS SIGNED AND DATED COPY
REMAINS IN THE EMPLOYEE HANDBOOK

HPA's Welcome

Welcome! You have chosen to become part of a dedicated team. We hope that your association with HPA will be rewarding, challenging, and of mutual benefit. We take pride in our staff as well as the education we provide to the Kansas City community. We consider ourselves leaders in the field of College and Career Preparatory Education.

Please take the time to read this Employee Handbook carefully. It is an important communication and management document. Please initial each page and date and sign the acknowledgment form on the preceding page to show that you have read, understood and agree to the contents of this handbook. This handbook provides most of the terms and conditions of employment. This handbook is not an employment contract.

Understand that no employee handbook can address every situation in the workplace. If you have any difficulty reading or understanding any of the provisions of this handbook, please contact a member of administration. HPA will gladly make assistance available so you can understand the policies and what is expected of you. If you do not request assistance, HPA will work on the premises that you fully understand the handbook. Likewise, if you have any suggestions related to school policies or procedures, please let us know.

We wish you success in your employment with HPA!

Sincerely,

Hogan Preparatory Academy Inc., Board of Directors

Vision Statement

To Inspire Our Students, Families, and Community to Succeed by Unlocking Their Greatest Potential

Mission Statement

Hogan Preparatory Academy is an organization of leaders, educators, and mentors working closely with families and the community to help students unlock their greatest potential. Hogan prepares them for college and career success by providing education, experience, and passion that equips them with a distinct competitive advantage.

Workplace Environment

Ethics Code – Reporting Concerns

Purpose

Hogan Preparatory Academy, Inc., (HPA) requires directors (members of the board of directors), employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School we must practice honesty and integrity in fulfilling our responsibilities and must comply with all applicable laws and regulations. The purpose of this expectation is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, employees, and volunteers of the School to raise concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

Reporting Responsibility

All board members, employees and volunteers have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted board policy or School policy, local ordinances, state and federal regulations and statutes. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a disciplinary offense.

Reporting Concerns

1. Employees and volunteers (Reporting Individuals) are encouraged to submit such reports to his/her immediate supervisor.

2. If the employee or volunteer feels unable to go to the immediate supervisor or if there is any reason why this may not be appropriate, the employee or volunteer is encouraged to report in this sequence as applicable:
 - a. First Building Principal or Department Head
 - b. Second Chief Operations Officer
 - c. Third Superintendent
 - d. Fourth Board of Directors

3. All supervisor and members of building administration are required to notify the Chief Operations Officer within two business days of any reports received.

A non-exhaustive list of unethical, fraudulent or illegal acts might include:

- Theft or misuse of staff, school, student or vendor property for personal benefit
- Violation of any federal, state, or local laws
- Failure in regulatory compliance
- Inappropriate relationships with employees, students, or vendors
- More than “token”, gift(s) from a vendor
- Discrimination, based on race, color, national origin, gender, age, sexual orientation, disability, veteran status against an employee or student
- Falsification of time sheets or School records
- Bribes or kickbacks
- Falsified financial reporting
- Non-conforming accounting/auditing

Handling of Reported Violations

The Chief Operations Officer will notify the person who submitted a complaint and acknowledge receipt of the reported violation or suspected violation. The School office or person and/or board committee who has responsibility for overseeing compliance with the particular policy or procedure will be notified as necessary. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation.

No Retaliation

This Whistleblower Protection Policy is intended to encourage and enable Reporting Individuals to raise concerns within the School for investigation and appropriate action. With this goal in mind, no Reporting Individual, who, in good faith, reports a concern shall be threatened, discriminated against or otherwise subject to retaliation or, in the case of an employee, adverse employment consequences as a result of such report. Moreover, a volunteer or employee who retaliates against someone who has reported a concern in good faith is subject to discipline up to and including dismissal from the volunteer position or termination of employment.

Acting in Good Faith

Anyone reporting a concern must act in good faith and have reasonable grounds for believing the matter raised is a violation of law or policy, a non-conforming accounting, or non-conforming auditing matter. The act of making allegations that prove to be unsubstantiated and that prove to have been made maliciously, recklessly, or with the foreknowledge that the allegations are false will be viewed as a disciplinary offense and may result in discipline, up to and including dismissal from the volunteer position or termination of employment.

Confidentiality

Reports of concerns, and investigations pertaining to the reports, shall be kept confidential to the extent possible. However, consistent with the need to conduct an adequate investigation, the School cannot guarantee complete confidentiality. Disclosure of investigation information to

individuals not involved in the investigation will be viewed as a disciplinary offense and may result in discipline, up to and including termination of employment.

The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation. If you have any doubt about whether an employee's conduct or that of another meets HPA ethical standards or compromises the reputation of HPA, please discuss it with a member of HPA administration.

Equal Employment Opportunity

See Board Policy 4110 for more information

Board Policy 4110 - Equal Employment Opportunity reads:

“The Board of the School is an equal opportunity employer. The Board is committed to equal opportunity for all individuals in all areas of recruitment, selection, placement, training, assignment, transfer, compensation, benefits, discipline, retention, and promotion. The Board commits itself to the policy that there shall be no unlawful discrimination or harassment against any person because of race, color, religion, age, sex, national origin, ethnicity, disability, sex orientation, or perceived sex orientation. All decisions with regard to employment shall be in compliance with applicable state and federal laws.

The Board is required by Immigration Reform and Control Act to employ only American citizens and aliens who are authorized to work in the United States. The purpose of this law is to preserve jobs for those individuals who are legally entitled to them.”

Any practice that appears to be inconsistent with this policy should be reported to the human resources office, the building principal, or the superintendent immediately.

Anyone found to have illegally discriminated against a coworker will be subject to disciplinary action, up to and including termination of employment.

Immigration Law Compliance

See Board Policy 4110 for more information.

HPA is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. HPA will comply with federal and state immigration law in hiring and recordkeeping.

Disability Accommodations

HPA is committed to complying fully with the Americans with Disabilities Act (ADA) and Amendments Act (ADAAA) and all other federal, state and local laws providing for non-discrimination in employment against qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Requesting Accommodation

Employees or applicants with a qualified disability may make a request for reasonable accommodation to their supervisor or the human resources office. HPA will reasonably accommodate employees and applicants with a disability. Accommodations will be determined on a case-by-case basis and in conjunction with input from the individual and recommendations

of medical and other professionals. Disabilities will be treated in a confidential manner to the extent possible.

HPA is also committed to not discriminating against any employees or applicants because they are related to or associated with a person with a disability. HPA will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

Preventing Unlawful Harassment

See Board Policy 1300 for more information.

HPA is committed to providing a work environment that is free from discrimination and conduct that can be considered harassing, coercive, or disruptive. Harassment based on race, color, religion, sex, citizenship, ancestry, national origin, age, disability, veteran's status, sexual orientation or any other characteristic protected under law will not be sanctioned or tolerated.

Supervisors and administration are responsible for assuring that no employee, parent, student, vendor or supplier is subjected to conduct that constitutes any form of harassment.

This policy applies to employees, parents, students, vendors or suppliers who may have school or work-related interaction with HPA inside and outside the workplace. HPA provides regular anti-harassment training to employees to ensure the opportunity to work in an environment free of unlawful harassment and discrimination.

Unlawful Harassment

Unlawful harassment is defined as visual, verbal, or physical conduct of a discriminatory nature described as:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- (2) Submission or rejection of the conduct is used as a basis for making employment decisions; or,
- (3) The conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.
- (4) Visual conduct that includes offensive visual conduct, offensive gestures, or displaying of offensive objects or pictures, cartoons or posters.
- (5) Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes based on the protective categories.
- (6) Verbal sexual advances or propositions.
- (7) Verbal abuse of an offensive nature, graphic verbal commentaries about an individual's body, degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- (8) Physical conduct that includes touching, assaulting, or impeding or blocking movements.
- (9) Actions that set a person apart due to their association with a protected class.

Reporting Procedure

If an employee, experiences or witnesses an unlawful harassment in the workplace, the staff should report it immediately to their supervisor.

If the supervisor is unavailable, the subject of the complaint or the employee believes it would be inappropriate to contact that person, they should immediately contact a member of HPA administration.

An employee can raise concerns and make reports without fear of reprisal or retaliation.

Any supervisor or manager who becomes aware of possible unlawful harassment must immediately advise the Chief Operations Officer so it can be investigated in a timely and confidential manner.

All employees are expected to fully cooperate in the investigation.

All allegations of harassment will be quickly and discreetly investigated. To the extent possible, an employee's confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure.

Anyone engaging in unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

Employment Relationship

Employment Applications & Information

HPA relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. *Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.*

Employment Reference Checks See Board Policy 4810 Employee Information Sharing Policy

Employment reference checks ensure that individuals who join HPA are qualified and have a strong potential to be productive and successful. It is the hiring practice of HPA to check the employment references of applicants. HPA will follow the Missouri legislative mandate to determine the prior school of employment and contact them to determine the basis for and facts surrounding any termination of employment.

Extensive Security Background Verification

See Board Policy 4120 for more information.

Due to the nature of the work at HPA successful completion of an extensive background check is essential. Board Policy 4120 is intended to comply with the Amy Hestir Student Protection Act, Senate Bill 54, including section 162.068 RSMo.

Procedures for Administering School or State Standardized Testing

The regular classroom teacher is vital to the success of HPA students. Faculty absences during testing may cause interruption in the learning/testing process and preparation towards annual state assessments. It is critical that all faculty members uphold the expectations of their students and academic goals by avoiding absences during all testing days.

Failure to follow procedures or administer any school or state standardized test, according to testing protocols, may lead to violation of administrative testing guidelines and may result in disciplinary action against that faculty member, up to and including termination.

All faculty members must have on file a signed Standardized Testing Guideline and Policy agreeing to the procedures of administering all standardized testing.

Employee Arrest or Criminal Activity

The conviction or proven involvement in criminal activity by an employee, whether on or off school property, may result in disciplinary action up to and including termination of employment.

Disciplinary action depends upon a review of all factors involved, including whether or not the employee's action was work-related, the nature of the act, or resultant circumstances which adversely affect attendance or performance. Any disciplinary action may not be dependent upon the disposition of any case in court.

- Employees are expected to be on the job, ready to work, when scheduled.

- Inability to report to work as scheduled as a result of an arrest may lead to disciplinary action, up to and including termination, for violation of any attendance policy or job abandonment.

Any disciplinary action taken will be based on information reasonably available. This information may come from witnesses, police, or any other source as long as administration has reason to view the source as credible.

The following factors are considered to determine if the situation is work-related:

- There is a direct relationship between HPA in the activity and the employee's job;
- The activity compromises HPA responsibility to its students, parents and/or other employees;
- The activity renders the employee unable to perform the job satisfactorily;
- The activity leads other employees to reasonably refuse to work with the individual; and/or
- The misconduct jeopardizes school operations by creating publicity that could do substantial harm to HPA public image.

In addition to the above HPA reserves the right to suspend an employee with or without pay pending the outcome of any criminal law process.

HPA also reserves the right to take appropriate disciplinary action if our own investigation reveals a reasonable probability that misconduct took place, regardless of whether or not the individual is acquitted in court.

The fact that an employee has been spared criminal or civil penalties does not preclude disciplinary action since the prosecution of court cases and the supervision of employees are separate matters.

Employment of Relatives and Friends

HPA may hire friends or relatives of employees, however, steps must be taken to assure there are no actual or potential conflicts which could compromise supervision, safety, confidentiality, security, morale, and the like.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. Relatives of current employees may not occupy a position working directly for a relative, supervising a relative, or in the same reporting and supervisory structure as their relative.

If a relationship is established after employment, employees who are in a reporting situation described above must report the relationship to the Superintendent, Principal or Chief Operations Officer. If two employees marry, cohabitate, or otherwise become involved and find they are in a conflict or position for potential conflict, HPA may, at its option, take action to eliminate the conflict or potential conflict. The individuals concerned will be given the opportunity to decide who is to be transferred to another available position. If that decision is not made within 30 calendar days, administration will decide who is to be transferred or, if necessary, terminated from employment. *In other cases, where a conflict or the potential for conflict arises because of the relationship between HPA employees, even if there is no line of authority or reporting involved, the employee may be separated by reassignment or terminated from employment.*

Job Postings

See Board Policy 4120 for more information.

HPA provides employees an opportunity to indicate their interest in open positions and advance within the school according to their skills and experience. In general, notices of all regular, full-time job openings are posted, although HPA reserves its discretionary right to not post a particular opening.

Job openings will be posted on the school website board. Each job posting notice will include the dates of the posting period, job title, department, location, job summary, essential duties, qualifications (required skills and abilities), and date the posting will close.

To apply for an open position, employees should submit the online job application and attach a résumé and other supporting documents as instructed in the job posting. Other recruiting sources may also be used to fill open positions.

Access to Personnel Files

See Board Policy 4860 for more information.

HPA maintains a personnel file on each employee. The personnel file shall include, but not limited to, information such as the employee's job application, resume, records of training, documentation of performance appraisals, certifications and/or licenses, signed internet use policy, signed employee acknowledgement form for receiving employee handbook, employee reference letter, salary increases, and other employment records. Personnel files are the property of HPA, and access to the information they contain is restricted. Generally, only a member of HPA administration with a need to know may review information in a file. Employees who wish

to review their own file should contact the Human Resources Office. With reasonable advance notice, employees may review their own personnel files in HPA's District Office, in the presence of a human resources appointed representative.

<p style="text-align: center;">Employment Verifications and Post-Employment References</p>

Reference requests regarding current or former employees should be referred to the Human Resources Office. The Chief Operations Officer or appointed representative is solely authorized to respond to reference requests.

Workplace Health, Safety and Security

It is the responsibility of every employee to maintain a healthy and safe work environment.

Each employee is expected to obey safety rules and to exercise caution in all work activities.

- Employees must immediately report any unsafe condition to the appropriate supervisor, school principal, human resources office, or superintendent.
- *Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or remedy such situations, where appropriate, may be subject to disciplinary action, up to and including termination of employment.*
- In the case of incidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their supervisor, school principal, human resources office, or superintendent of the injury. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Communicable Diseases

Board Policy 4820 – Communicable Diseases reads:

“An employee may be excluded from work if the employee (1) has, or has been exposed to, an acute (short duration) or chronic (long duration) contagious or infectious disease, and (2) is likely to transmit the contagious or infectious disease, unless the Board or its designee has determined, based upon medical evidence, that the employee:

1. No longer has the disease.

2. Is not in the contagious or infectious state of an acute disease.
3. Has a chronic infectious disease that poses little risk of transmission in the school environment with reasonable precautions.

School officials may require an employee suspected of having a contagious or infectious disease to be examined by a physician and may exclude the employee from work, in accordance with the procedures authorized by this policy, so long as there is a risk of transmission of the disease in the school environment.

Employees with acute or chronic contagious or infectious disease have the right to privacy and confidentiality. Only employees who have a medical reason to know the identity and condition of such employee's medical condition by employees will be informed. *Negligent disclosure of confidential information about an employee's medical condition by employees will be cause for disciplinary action.*

The School will implement reporting and disease outbreak control measures in accordance with the provision of the Missouri Department of Health publication, "Prevention and Control of Communicable Diseases: A Guide for School Administrators, Nurses, Teachers, Day Care Operators, and Parents or Guardians", found on the Missouri Department of Health and Senior Services website.

Drug and Alcohol-Free Workplace

Board Policy 4870 - Drug-Free Workplace reads:

The unlawful possession, use or distribution of illicit drugs and alcohol on school premises or as a part of school activities is strictly prohibited.

Employees under the influence of alcohol, drugs, or controlled substances while on duty are a serious risk to themselves, to students and to other employees. Employees who display physical manifestations of drug or alcohol use while on duty, may be subject to drug testing. Any employee who violates this policy will be subject to disciplinary action up to and including termination and referral for prosecution. Employees may also be required to satisfactorily participate in rehabilitation programs.

As a condition of employment, all employees must abide by the terms of this policy. Employees who are convicted of a drug offense which occurred on school premises or while on duty must notify the Superintendent of their conviction. Notification must be made by the employee to the Superintendent within five (5) days of the conviction. Within ten (10) days, the Superintendent will provide notice of such violation to the Impact Aid Program, United States Department of Education, or other appropriate government agency.

On the basis of medical certification, employees with the illness of chemical dependency shall qualify for the employee benefits and group insurance coverages that are provided for under group health and medical insurance policies. The confidential nature of the medical records of employees with chemical dependency shall be preserved in the same manner as for all other medical records.

The District's responsibility for chemical dependency is limited to its effects on the employee's job performance. If the employee violates this policy, refuses to accept diagnosis and treatment, or fails to respond to treatment, and performance is adversely affected, the employee will be subject to employment action in proportion to the performance problem. Implementation of this policy will not require or result in any special regulations, privileges or exemptions from the standard administrative practice applicable to job performance requirements.

It shall be a violation of this policy for any employee to possess, use, manufacture, distribute, or be under the influence of medical marijuana in any manner inconsistent with Missouri state law and applicable regulations. Additionally, employees may not be under the influence of marijuana while they are (i) acting in the scope of their employment, whether on District property or off, or (ii) present at any school- or District sponsored or sanctioned event such as athletic events or conferences. Employees may seek reasonable accommodations related to medical marijuana under the District's policies and procedures addressing the Americans with Disabilities Act.

Emergency Procedures

For the protection of HPA employees, procedures have been established to ensure the security and safety of employees in the event of an intruder, a fire, tornado or other life threatening man-made or natural disaster. Employees will be trained on evacuation procedures and evacuation maps will be posted.

Fire – Walk quickly to the nearest exit door or stairwell. Do not take time to gather personal items. Check doors prior to opening for warmth that may indicate smoke or flames on the other side. When you reach ground level, leave the building by the nearest exit and go to a designated area. Stand clear of the building until an All Clear signal has been given. All employees are advised to meet at designated areas to help establish that all employees and students have safely evacuated the building.

Tornado Warning – Move to an interior hallway on the lowest possible level of the building, away from windows, exterior walls, fire escapes and large rooms. Cover your head and face with your hands for protection. Wait for an all clear.

Earthquake – Evacuate the building and avoid close proximity to trees and buildings. If you are unable to evacuate, seek protection under heavy furniture, under interior doorframes or brace in an interior corner away from glass and objects that could fall on you. Crouch on the ground and cover your head until it is safe to move.

Follow the emergency operations plan as provided. Anyone with questions about evacuation procedures should contact their supervisor.

Firearms in School

See Board Policies 1432 and 2620 for more information.

HPA recognizes firearm and weapon possession as a potential threat to the health, safety and security of students, employees, and other persons. HPA will not tolerate the presence of firearms on the premises of our school. This prohibition includes possession of firearms and weapons on school grounds, school parking lots, school buses, and at school activities whether on or off school property.

Internal Investigations, Searches, & Personal/HPA Property

Occasionally, HPA may be required to conduct internal investigations. Employees are expected to cooperate and assist with the investigation if requested to do so.

HPA reserves the right, at its discretion, to conduct searches of HPA premises and equipment, employees work areas and personal belongings and to utilize audio or video surveillance. HPA will conduct searches when it deems that there is a legitimate business reason to do so; searches will be conducted in a selective and nondiscriminatory manner and when there is a reasonable suspicion of a violation of policy. An effort will be made to conduct the search in as unobtrusive manner as possible.

An employee who fails to cooperate with such a search may be subject to disciplinary action, up to and including termination of employment.

Personal Vehicle and Property

Damage or theft to an employee's personal property or vehicle while on school property or while performing school business is not the responsibility of HPA. The school's insurance does

not cover theft or damage (ex. water, smoke, or fire) for an employee's personal property, so consideration should be made to keep valuable property at home. Big items such as furniture should be approved by the building administration before moving into the school.

- Law enforcement authorities should be called as appropriate to report a crime or accident.
- HPA employees are not allowed to transport students in their personal vehicle.

All employees who perform school business while driving their personal vehicle must:

- carry a \$100,000.00 limit for liability coverage, and
- submit to the HPA business office a certificate of insurance from their auto insurance carrier or a copy of their auto insurance policy.

HPA will not be responsible for the auto liability if an employee, parent, volunteer agrees to drive students or staff while off campus and people or property are injured. The first line of coverage that will respond will be the individuals' personal auto coverage.

In the event an employee has been authorized by a senior administrative person to transport a student in their personal vehicle, the employee must:

- have on file with HPA a certificate of vehicle insurance or a copy of their vehicle liability policy indicating coverage, and
- a signed permission slip on file from the student's parents/guardian stating the student may be transported by an HPA employee for this specific purpose.

Security

Every employee is responsible for helping to make this a secure work environment. HPA will

not bear any responsibility for replacement of any lost or stolen property or equipment, whether personal or school–issued.

- Upon leaving work, employees are required to lock all desks, lockers, and doors protecting valuable or sensitive material in their work area.
- Employees are required to report any lost or stolen keys, passes, or other similar devices to the Principal, Human Resources, or Superintendent immediately.
- Employees shall refrain from discussing specifics regarding school security systems, alarms, passwords, etc.
- An employee should immediately advise a member of the administrative team of any suspicious conduct by employees, students, parents or guests of HPA and of any known security risks such as broken locks, burned out light bulbs, persons loitering, or any other potential security risks in the work environment.
- *Internal theft will result in immediate disciplinary action, up to and including possible termination of employment and may also result in criminal charges prosecution* The unauthorized use of property or private information is considered internal theft. For example, an employee may not use copy machines, computers, school products, or office supplies for personal use.

Smoke-Free Environment/Fire Safety

In keeping with HPA’s intent to provide a safe and healthy work environment, smoking is prohibited on school property including the building, parking lots, and all land owned by HPA. This policy applies equally to all employees, students, parents and visitors.

No burning of candles or other flammable materials is allowed. Science experiments/activities is an exception,

but must be closely supervised.

Workplace Violence Prevention

HPA is committed to preventing workplace violence and to maintaining a safe work environment.

HPA has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

- HPA will not tolerate any form of violence, bullying, harassment or other inappropriate behavior by any employee that affects the conditions of employment, unreasonably interferes with another individual's work performance, or creates an intimidating, hostile, or offensive working environment.

All employees, including supervisors and temporary employees, students, parents and other visitors should be treated with courtesy and respect at all times. Personal conduct detrimental to HPA employees, students, parents, visitors, vendors or general public which could cause undue disruption of work or endanger the safety of persons or property of others or exhibiting personal conduct which may be characterized as workplace violence is prohibited. Firearms, and other dangerous or hazardous devices or substances are prohibited from the premises of HPA.

- Conduct that threatens, intimidates, or coerces another employee, a student, a parent, or a member of the public at any time will not be tolerated. All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your supervisor, school principal, human resources or the superintendent. This includes threats by employees, as well as threats by students, parents, vendors, visitors, or other members of the public.

Workplace violence includes, but is not limited to, the following conduct, when such conduct is committed on HPA's premises, or in connection with an HPA activity or event:

- Offensive and/or unlawful touching or application of force by one person against another when done in a rude, insolent or angry manner;
- Threats to do bodily harm to another;
- Use of profanity or abusive language;
- Behavior that harms, intimidates, offends, degrades or humiliates;
- Intentional infliction of emotional distress;
- Stalking of another; and/or
- Inciting, causing or encouraging another to commit any of the above conduct.

Anyone found to have engaged in the above conduct will be subject to disciplinary action, up to and including termination of employment.

Do not place yourself in peril.

If you see or hear a commotion or disturbance near you, do not try to intervene.

If appropriate call 911.

HPA will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to disciplinary action up to and including termination of employment.

HPA encourages employees to bring their disputes or differences with other employees to the attention of your supervisor, school principal, human resources or the superintendent or a member of the administrative team before the situation escalates into potential violence. HPA is eager to assist in the resolution of staff disputes.

Employment Expectations

Reporting Personal Data Changes

It is the responsibility of each employee to promptly notify HPA human resources office of any changes in personal data.

Personal mailing addresses, telephone numbers, marital status and name change, number and names of dependents, emergency contacts, educational accomplishments, and other such status reports should be accurate and current at all times.

Deliberately reporting false information may be grounds for disciplinary action, up to and including termination of employment.

Confidentiality & Privacy

See Board Policy 1450 for more information.

Employees may not disclose or communicate, in any manner, directly or indirectly, information that might violate the privacy of HPA students, families, or any other information that relates to HPA or its operations to ensure compliance with the Family Educational Rights and Privacy Act (FERPA).

To the extent staff believes they need to disclose confidential information, they may do so only after obtaining a written waiver and/or authorization from their supervisor, school principal,

human resources office or superintendent. For student information staff will need to obtain a signed release of information from the parent(s)/guardian.

Employees who improperly use or disclose confidential information will be subject to disciplinary action, up to and including termination of employment.

Personal Information

The school philosophy is to safeguard personal employee information in its possession, to ensure the confidentiality of the information. Additionally, the school will only collect personal information that is required to pursue operations purposes and to comply with government reporting and disclosure requirements. Personal information collected by the school includes staff names, addresses, telephone numbers, e-mail addresses, emergency contact information, reporting requirement data, social security numbers, dates of birth, employment eligibility data, benefits plan enrollment information, which may include dependent personal information, and school/college or certification credentials.

Personal employee information will be considered confidential and as such will be shared only as required and with those who have a need to have access to such information. All hard copy records will be maintained in locked, secure areas with access limited to those who have a need to access specific records. Personal employee information used in business system applications will be safeguarded under school proprietary electronic transmission, intranet policies and security systems. Participants in school benefit plans should be aware that personal information will be shared with plan providers as required for their claims handling or record keeping needs.

School-assigned information, which may include organizational charts, department titles and staff charts, job titles, department budgets, school coding and recording systems, telephone directories, e-mail lists, school facility or location information and addresses, is considered by the school to be proprietary school information to be used for internal purposes only. The school maintains the right to communicate and distribute such school information as it deems necessary to conduct business operations.

Conflicts of Interest

See Board Policy 4840 for more information.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that person or for a relative as a result of HPA business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative they disclose, to HPA administration as soon as possible, the existence of any actual or potential conflict of interest so safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which HPA does business, but also when an employee or relative receives any kickback, bribe, substantial gift (over \$100 in value), or special consideration as a result of any transaction or business dealings involving HPA.

If an employee believes he/she has encountered unethical, fraudulent or illegal conduct, it must be

immediately reported to a member of HPA administration. HPA will take any steps necessary to reduce or eliminate such a conflict.

If the conflict cannot be resolved, it may result in termination of employment.

Outside Employment

A full-time employee may engage in outside employment if it does not present a conflict of interest or diminish the person's efficiency in performing his or her primary function at HPA. All employees will be judged by the same performance standards and will be subject to HPA scheduling demands, regardless of any existing outside work requirements. HPA remains the primary employer. If at any time, the secondary employment interferes with the person's ability to conduct their primary job at HPA, HPA may ask the person to resign from one of the employment positions.

Workplace Etiquette

HPA strives to maintain a positive work environment where all employees treat each other with respect and courtesy. Sometimes issues arise when employees are unaware their behavior in the workplace may be disruptive or annoying to others. Many of these day-to-day issues can be addressed by politely speaking with a co-worker to bring the perceived problem to his or her attention. In most cases, common sense will dictate an appropriate resolution. HPA encourages all employees to keep an open mind and graciously accept constructive feedback or a request to change behavior that may be affecting another employee's ability to concentrate and be productive.

Work Schedules

See Board Policies 4220 and 4221 for more information.

The general hours of operation for all employees range from 6:30 am until 4:30 pm, Monday through Friday. Please see your supervisor for your specific work schedule. Non-Exempt staff will receive a 30 minute non-paid lunch. Staff will need to clock out and then back in to reflect non-paid time.

Certified staff members are required to work 60 minutes total beyond the regular bell time on full school days and as required for staff meetings, parent conference days, IEP meetings, all events scheduled on the school calendar, and other meetings as determined by the administration. See the building principal for specifics on each building or see your supervisor for your specific work schedule. The work day for professional staff for 2021-2022 will be:

High School 7:00 am- 3:00 pm

Middle School 7:25 am - 3:25 pm

Elementary School 8:30 am - 4:30 pm

Attendance & Punctuality

HPA depends on employees to be consistent in their attendance and punctual in arriving and leaving work. Good attendance demonstrates commitment to one's self and to fellow co-workers and to the students and mission of HPA. We ask that all employees provide as much advance notice as possible regarding absences, tardiness or necessary personal errands to allow for alternative staffing and planning.

- All requests for time off must be submitted through the current absence tracking software.
- If at any time during the day *any* employee must leave, he/she must inform his/her supervisor before doing so.
- Classified employees should make every effort possible to inform his/her supervisor of

any absence or tardiness **at least one hour** prior to their normal start time.

- Certified employees must contact the administrative assistant to the principal **no later than 6:00 a.m.** if they are unable to report to work on time to allow enough time to secure a substitute teacher for that day. Further, certified employees are required to submit and keep current an emergency substitute folder with the administrative assistant to the principal for emergency purposes.

Unless an emergency situation is involved, the failure to personally call in advance to report an absence or tardiness may result in disciplinary action, up to and including termination of employment.

If an employee fails to show up for work or personally call in to his/her supervisor or the human resources office with a reason for their absence for a period of three consecutive days, he/she will be considered to have abandoned his/her job and voluntarily terminated their employment.

All instructional employees and 10/11-month positions in direct support of instruction must be present during school hours every scheduled work day as shown on the board approved school calendar. Absences are unacceptable, except in the case of illness, personal emergencies, or for those rare special needs and obligations that cannot be addressed before or after the school day; the PTO benefit is intended for these types of absences for 10/11-month employees.

All employees holding a position in the school building are expected to be at work during certain events; some events may also require attendance by support personnel from the central office. Absences during these events may require medical documentation or other proof of personal emergency. Unexcused absences during these events are grounds for disciplinary action, up to and including termination of employment.

Black Out Days

Requests for time off will not be granted for the first and last two weeks of the school year, one workday before and after a holiday/break, parent-teacher conference days and other days that may be critical for staff attendance including days for student assessments, school-wide and building professional development, and other events as announced. Employees may request approval from their supervisor to use PTO on certain Black Out Days when their attendance is not critical.

PTO may not be applied to black out days; if an employee has an unapproved absence on a black out day, the employee will be docked for the time taken. In addition, PTO may not be taken without at least five days advance permission after spring break of each school year. Keep in mind that PTO after spring break will be discouraged and may be denied.

DISTRICT BLACK OUT DAYS 2021-2022

AUGUST 9-31
 SEPTEMBER 1-7, 24
 OCTOBER 22, 27, 28
 NOVEMBER 23, 29
 DECEMBER 17
 JANUARY 3, 14, 18
 FEBRUARY 18, 22
 MARCH 2, 3, 18, 28
 APRIL 15
 MAY 12-26

Unexcused absences, repeated absenteeism, and tardiness may result in disciplinary action up to and including termination of employment.

Inclement Weather

There are occasions when inclement weather affects road conditions. If school is cancelled, all employees will be notified through the Inclement Weather Phone Tree. The decision to close the

school will be determined by the superintendent.

In general, all 12 month employees are expected to report to work when school is cancelled due to inclement weather. In rare instances when the road conditions are such that the superintendent decides Hogan 12 month staff should not report to work or should delay the start of the work day, staff will be notified soon after the school cancellation communication is sent out to all staff. In the event a 12 month employee is expected to report for work and feels uncomfortable with that decision, staff may use PTO instead. The use of PTO for this purpose should be entered into the current absence tracking software and notification should be made to the employee's immediate supervisor.

Payroll Procedure

Should HPA close the office early due to weather conditions, employees present that day will be paid for a full day (excluding employees on PTO or who did not come to work that day).

<h3>Personal Appearance</h3>

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the professional image HPA presents to students and visitors.

During business hours or when representing HPA, employees are expected to present a clean, neat, and tasteful, professional appearance. All employees should dress and groom oneself according to the requirements of their position and accepted social standards of a professional. This is particularly true if the position involves dealing with students, parents or visitors in person.

If it is determined by a member of administration that an employee's personal appearance is inappropriate, the individual may be asked to leave the workplace until he or she is properly dressed or groomed. Under such circumstances, the individual will not be compensated for the time away from work. Consult your supervisor or human resources office if you have questions as to what constitutes appropriate professional appearance. Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Dress code is Business Professional.
- No active wear is allowed, except for teachers in the athletic department. No jeans are allowed unless it is an official student and/or staff dress-down day;
- Tank tops, tube or halter-tops, spaghetti straps, or short shorts may not be worn under any circumstances;
- Mustaches and beards must be clean, trimmed, and neat and hairstyles are expected to be in good taste
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Footwear should be neat and clean.

Use of Company Equipment and Electronics (Technologies)

School Property

See Board Policy 4880 for more information.

Because of the requirements of their position/job, some employees may be issued laptops, cell phones and other types of business equipment while working for HPA. These items are considered school property and should be handled with care to avoid theft, damage and misuse. School property shall not be used for personal benefit, borrowed, or given away regardless of its condition. Remember that the data is subject to the Sunshine Law. All electronic devices will be reviewed annually for cleaning and updates between the period

- Knowledge of any suspected or actual loss, theft, damage or destruction of school property shall be reported to your supervisor, school principal, technology director or superintendent.

In the event school property is stolen or damaged while in possession of an employee, he/she may be responsible for replacement of the item at his/her personal expense.

- Notify your supervisor, school principal, or IT staff if any equipment appears to be damaged, defective or in need of repair. Likewise, all school property shall be returned to HPA should the employment relationship end or the duties be changed; failure to do so may result in deductions from an individual's final paycheck for the replacement cost of the item.

When using school-issued property, employees are expected to exercise care, perform required maintenance and all safety and operational guidelines. When operating a school rented vehicle, employees are expected to drive courteously and safely.

Employees are issued building and classroom/office keys when hired. Employees are expected to safeguard all keys in their possession to avoid theft, damage and misuse. Keys are for that employee's use only and should not be loaned or given to anyone else.

- Lost keys shall be reported to administration immediately. The cost to replace locks due to lost keys is the responsibility of the employee whose keys were lost.

Fines resulting from traffic or parking violations when traveling on school business or using a vehicle rented in HPA's name are the responsibility of the employee driving the vehicle.

- Traffic tickets and accidents involving HPA rented vehicles shall be reported to HPA.

Damage of school property and vehicles may result in disciplinary action, up to and including termination of employment, depending upon the severity of the circumstances.

Technologies

There Is No Expectation of Privacy When Using School Equipment

HPA strives to provide employees with equipment to facilitate the fulfillment of their responsibilities and duties. While the school makes this equipment available to employees, all equipment is and will remain the sole property of HPA. In general, the electronic mail system, facsimile, computers internet and telephone are to facilitate the conduct of HPA's business with limited usage for personal reasons with prior approval of the immediate supervisor. This

equipment should not be used in a manner that is unethical, discriminatory, disruptive, threatening or offensive to others, or in ways that could be harmful to workplace morale. All messages conveyed through technology sources must comply with HPA policies.

HPA owns the e-mail, facsimile, computer and telephone system hardware and all messages that are created, sent or received using the system remain the property of HPA. HPA reserves the right to review, access, and disclose all messages created, received or sent over the system for any business purpose. The use of passwords does not guarantee confidentiality.

All employees are required to sign an internet use policy.

Violation of this policy is grounds for disciplinary action, up to and including termination of employment.

Telephone Use

In general, telephone use is to be confined to HPA's business purposes only. All calls should be answered promptly and courteously. With the exception of emergency calls, personal usage (including personal cell phones) should be restricted to breaks, lunch and outside of scheduled hours. As cell phones can be a serious distraction when driving on school business, we ask that you park your vehicle before using your phone. As a reminder, voice mail is not private and may need to be accessed for business purposes.

Mail Use

Employees are required to limit usage of the mail to business purposes only. An employee may not use HPA's postage meter for personal mail.

E-mail System

Staff wishing to initiate an all district email must have it pre-approved by an administrator.

E-mail messages are confidential and should be accessed by only the intended recipient. Due to the chance that messages may get forwarded improperly or opened by an unintended party, an employee should not send highly confidential materials over the system.

Computers

All information stored in the computer system, data files or word processing documents are to be treated as confidential information of a proprietary nature to HPA.

Employees should not:

- Disclose any confidential information to persons outside the school except with the Administration or School Board
- Use this information for their own benefit, or for the profit or benefit of persons outside of HPA;
- Copy (except where necessary in order to perform duties on behalf of HPA while employed at HPA) any of this information;
- Retain any of this information upon leaving HPA's employment; and/or
- Maintain any personal information on school computers; as such information is considered the property of the school.

Disks, hard drives, and file folders for saving word processing documents and other documents have been identified for individual and department use. Access to compact disks, hard drives, and file folders not related to the performance of one's job is inappropriate.

HPA has selected software which best suits its business and educational needs, and which shall be licensed to the school. HPA employees are not to make copies of any school supplied software for use outside of HPA facilities. Employees should not make any duplication of licensed software, as it is a violation of Federal Copyright Law and constitutes the crime of “computer theft.”

All computer software must be approved by the school. Employees are restricted from loading their own software package(s), public domain software, shareware, or non-HPA applications (i.e. games) on the school’s computers.

In some cases, laptop computers and related technology may be issued to employees. Such equipment must be secured carefully off-premise to ensure security of the information.

Employees are expected to protect the equipment from loss, damage or theft and will be required to sign a form outlining their responsibilities in regard to the use and protection of such equipment. Upon resignation or separation of employment or at any time upon request, the employees may be asked to produce the computer for return or inspection. Employees unable to present the computer in good working condition within the time period requested (for example, 24 hours) may be expected to bear the cost of a replacement.

Internet

Electronic information resources, such as the Internet, should only be used for school-related purposes. Transmission or reception of any material in violation of any governmental regulation is prohibited which includes, but is not limited to, copyrighted material, threatening or obscene material. Internet records are subject to disclosure to law enforcement, government officials, or to third parties through subpoena or other processes. If an employee receives a subpoena for any

HPA records, the subpoena shall be immediately hand delivered to the Superintendent.

Furthermore, accessing websites containing inappropriate content such as sexually explicit, racially derogatory or obscene material is strictly prohibited. Messages or information sent on HPA-provided facilities to one or more individuals via an electronic network (for example, Internet mailing lists such as Hot Mail and Yahoo accounts, bulletin boards, and on-line services) are identifiable and may be traced to HPA and should not be accessed from HPA equipment. Therefore, personal use of such media is prohibited, and business information contained in Internet or electronic messages should be accurate, appropriate and lawful.

TECHNOLOGY USER AGREEMENT

TERMS AND CONDITIONS

1. **PERSONAL RESPONSIBILITY.** As an educator, I will accept personal responsibility for reporting any misuse of the network to the system administrator. Misuse may come in many forms, but it is commonly viewed as any transmission(s) sent or received that indicates or suggests pornography, unethical or illegal solicitation, racism, sexism and inappropriate language, or other issues described below.

2. **ACCEPTABLE USE.** The use of my assigned account must be in support of education and research and/or job responsibilities and must be consistent with Hogan Preparatory Academy's educational goals and objectives. I am personally responsible for the use of my account at all times. *I shall not provide others with my access privilege.* I am responsible for all actions on my account.
 - a. Use of other organizations' networks or computing resources must comply with rules appropriate to that network.
 - b. Transmission of any material in violation of United States statutes or other state laws, city ordinances, and state and federal regulations is prohibited. This includes, but is not limited to copyrighted material, threatening or obscene material, or material protected by trade secret.
 - c. Not engaging in commercial activities by for profit institutions.

d. Will not use the network for product advertisement or political lobbying.

3. PRIVILEGES. The use of the electronic information system is a privilege not a right. Inappropriate use may result in cancellation of the account. The administration or staff of Hogan Preparatory Academy may request that the system administrator deny, revoke or suspend specific user accounts.

4. GUIDELINES. I will abide by the following guidelines, and to all other guidelines concerning the appropriate use of technology, as approved by Hogan Preparatory Academy's governing board.

a. **BE POLITE.** I will not send, or encourage others to send, abusive messages.

b. **USE APPROPRIATE LANGUAGE.** I am not to swear, use vulgarities, or any other inappropriate language. I recognize that illegal activities of any kind are forbidden.

c. **PRIVACY.** I will not reveal any personal information to include my home address or personal phone numbers or those of students or co-workers. I shall report to the system administrator any Personal information that is inadvertently disclosed.

d. **ELECTRONIC MAIL.** Electronic mail (e-mail) is not guaranteed to be private. I will report messages relating to or in support of illegal activities to the system administrator.

- e. **DISRUPTIONS.** I will not use the network in any way that would disrupt use of the network by other users. Do not download huge files. Only take the information I need for my work responsibilities.
- f. Personal use of the network is prohibited.

5. SERVICES. Hogan Preparatory Academy makes no warranties of any kind, whether expressed or implied, for the services it is providing. The school will not be responsible for any damages suffered while on this system. These damages include loss of data as a result of delays, non-deliveries, missed deliveries, or service interruptions caused by the system or by your errors or omissions.

6. SECURITY. Security on any computer system is a high priority. If I identify a security problem, I shall notify the system administrator at once.

7. VANDALISM. Vandalism is defined as any malicious attempt to harm or destroy data of another user, or that of agencies, or networks that are connected to the system. This includes, but is not limited to, the uploading or creation of computer viruses, disrupting or limiting access to network resources, or using the network to make unauthorized entry to any other machine accessible via the network. Any violation that results in the loss of my network privileges, could be treated as a violation of policy and is grounds for disciplinary action up to and including termination of employment.

- 8. UPDATING YOUR ACCOUNT.** Notify the system administrator of any changes in your account information or employment status.

Hogan Preparatory Academy Technology User Agreement

I understand and will abide by the provisions and conditions of this agreement. I understand that any violations of the above provisions may result in disciplinary action, the revoking of my user account and disciplinary action. I also agree to report any unauthorized use or misuse of the information system to the system administrator. I understand that misuse may come in many forms, to include but not limited to viewed as any messages sent or received that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, inappropriate language, infringement of copyright laws and other issues described above.

Signature

Date

Performance Management

Job Descriptions

HPA makes every effort to create and maintain accurate job descriptions for all positions.

HPA maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for performance evaluations, and establishing a basis for making reasonable accommodations for individuals with disabilities.

The human resources office and supervisory personnel prepare job descriptions when new positions are created. Existing job descriptions are also regularly reviewed and revised in order to ensure they reflect any significant changes in the position's duties and responsibilities. All employees will help ensure their job descriptions are accurate and reflect the work being done.

Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary. Employees should contact their supervisor and/or the human resources office if they have questions or concerns about their job description.

Performance Evaluations

See Board Policy 4610 and 4620 for more information.

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. HPA will follow a prescribed plan for the evaluation of instructional staff and every year for all other employees. Additional formal performance evaluations may be

conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct areas of improvement, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Corrective Action Through Flexible Discipline

It is HPA's intent to provide fair treatment of all employees by making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Disciplinary action may call for any of four options -- verbal warning, written warning, performance improvement plan, or termination of employment -- depending on the severity of the problem and the number of occurrences.

Flexible discipline includes the following options: a verbal warning; a written warning; the establishment of a performance improvement plan; and termination of employment.

HPA recognizes that there are certain types of employee behavior that warrant immediate suspension or termination of employment. The Ethics Code and other HPA policies include examples of behavior that may result in immediate suspension or termination of employment.

By using flexible discipline, HPA hopes that most employee problems can be corrected at an efficient manner, benefiting both the employee and HPA.

Compensation Administration

Employment Categories

It is the intent of HPA to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility.

Each employee is designated as either NON-EXEMPT or EXEMPT under federal and state wage and hour laws.

- NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws.
- EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws, including overtime eligibility.
- An employee's EXEMPT or NON-EXEMPT classification may be changed only upon written notification by HPA administration.

Additionally, employees may be classified as one of the following, based on job duties:

CERTIFIED employees are generally those that hold instructional or faculty positions and the required certification.

CLASSIFIED employees are generally those that hold various non-faculty positions, such as clerical, business office, administration and facilities.

In addition to the above categories, each employee will belong to one of the following employment categories:

12 MONTH REGULAR FULL-TIME employees are those who are not categorized as temporary and who are regularly scheduled to work HPA full-time schedule (at least 30 hours per week) during the full calendar year.

10 OR 11 MONTH REGULAR FULL-TIME employees are those who are not categorized as temporary and who are regularly scheduled to work HPA full-time schedule (at least 30 hours per week) during the school year.

REGULAR PART-TIME employees are those who are not categorized as temporary and who are regularly scheduled to work less than 30 hours per week.

While regular part-time employees receive all legally mandated benefits (such as Social Security and Workers' Compensation insurance), they are ineligible for some of HPA benefit programs. See the human resources office if you have questions about your eligibility for HPA benefit programs.

TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not imply a change in employment status. Temporary employees retain that status unless and until notified of a change.

Annual Employment Agreements See Board Policies

4130 and 4140 for more information.

Employment Agreements will be issued as soon as feasible after the annual budget has been approved by the Board of Directors, preferably by April 15th. New employees hired after April 1 will not receive a raise July 1 of that same year.

Horizontal Advancement on Teacher Salary Schedule

Staff placed on the Teacher’s Salary Schedule have opportunity to advance horizontally on the Salary Schedule annually. Official transcripts documenting college hours/degrees needed to advance must be received in the office of Human Resources by Oct. 1 in order to receive the advancement for that fiscal year.

Timekeeping

Accurately recording time worked is the responsibility of every non-exempt employee and for all other employees for duties that require a record for pay or other purposes (such as tutoring, before or after school care, etc.).

Federal and state laws require HPA to keep accurate records of time worked in order to calculate pay and benefits. Time worked is the time spent on the job performing assigned duties and all time worked must be recorded on your time records.

- Non-exempt employees should accurately record the time they begin and end their work, including time taken for meal periods.
- They should also record the beginning and ending time of any split shift or departure from work for personal reasons.
- ***All overtime must be pre-approved by the direct supervisor, no exceptions.*** Overtime pay is based on actual hours worked.

Altering, falsifying, or recording time on another employee’s time record may result in disciplinary action, up to and including termination of employment.

Paydays

Employees are paid their annual salary divided into 24 pay periods. Paydays are on the 15th and 30th of each month. In the event that a regularly scheduled payday falls on a Saturday, Sunday, or banking holiday, the payday will be moved to the last business day prior to the regularly scheduled payday.

The only exception is on the first payday of the calendar year; if the first payday of the calendar year falls on a weekend, the payday will be moved to the first business day in January.

Any 10 month employee initially hired March 1 or after in the fiscal year, will have the option to not have their pay spread over June and July the first year of employment.

Payroll Deductions

See Board Policy 4520 for more information.

HPA is required by federal and state law to make certain deductions from employees' paychecks.

This includes Federal Income Tax, State Income Tax, FICA contributions (Social Security and Medicare), and Kansas City Earnings Tax. Deductions are also taken for employees' health, life, disability, dental, vision insurance and pension contributions.

HPA complies with the Fair Labor Standards Act. It is our responsibility to promptly investigate and correct any improper payroll deductions or other payroll practices that do not comply with the Act. If an employee believes an improper payroll practice — such as an incorrect deduction from an exempt salary — has occurred, he or she may make an inquiry to the human resources office.

The human resources office will see that the matter is appropriately reviewed. The employee will be reimbursed for the amount of any inappropriate deduction on the next paycheck.

Direct Deposit

Pay will be directly deposited into employees' bank accounts. A direct deposit form will be completed as a part of the new hire process. Changes to direct deposit information should be submitted to the business office. Employees will receive an itemized statement of wages when HPA makes direct deposits. Contact the Human Resources Manager for more information.

Office Expense Reimbursement

- Employees who use personal funds to purchase authorized office supplies must have a purchase order approved prior to making the purchase.
- Requisitions must be submitted electronically in order for processing into a purchase order. A purchase order will be issued once the requisition is approved.
- HPA will not reimburse for sales tax.
- It is the employee's responsibility to request a tax-exempt letter from the business office prior to purchase.
- Internal processing and approval of requisitions and purchase orders can take up to five days.

Business Travel Expenses

See Board Policy 3440 for more information.

HPA will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be preapproved before travel can be taken or reimbursed. Employees should contact the business office for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for

specific expenses, or any other business travel issues.

Procedure:

1. Fill out an “Application for Professional Development and Travel Reimbursement” form and get approval from your immediate Supervisor. Once approved by the Supervisor then submit to the business office.
 - i. Include all documentation: conference brochure, conference registration form
 - ii. preferred hotel and contact info, check in and check out dates, preferred
 - iii. airline, airline dates and times, and ground transportation information
 - iv. enter a PD leave request in the current computer tracking system.
2. Upon approval of professional development, any related travel arrangements must be coordinated through the business office. It is the responsibility of each employee to follow-up with the business office to ensure all travel plans are completed.
3. When travel is completed, employees should submit completed travel expense reports that require any reimbursement within 10 days. Receipts for all individual expenses should accompany reports. (i.e. parking receipts).

Limiting Expenses: When approved, the actual costs of travel, lodging, meal costs and other expenses directly related to official business travel will be reimbursed by HPA. Employees are expected to limit expenses to reasonable amounts. Please obtain an “Application for Professional Development and Travel Reimbursement” form from the business office for current reimbursement rates. See www.irs.gov for more information. Airport parking reimbursement will be limited to the current long-term economy parking rate. All travel expenses are subject to HPA determining the reasonableness of the actual expenditure.

Prepaid Travel: Travel expenses prepaid by HPA for employees who either do not use the travel or who separate from employment with HPA within ninety (90) days of the first day of travel may be required to reimburse HPA for pre-paid travel expenses (i.e. airline tickets).

Compliance Requirements: 1) HPA will retain all documentation that participation of the individual employee occurred and was necessary for any travel paid by Federal program awards. 2) Unallowable conference/meeting travel costs would be entertainment costs (amusement, diversion and social activities). Costs of alcoholic beverages are unallowable with any school funds and will not be reimbursed.

Accident Reporting: Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by HPA may not be used for personal use without prior approval.

Abuse of this business travel reimbursement policy, including falsifying expense reports, may be grounds for disciplinary action, up to and including termination of employment.

Mileage Reimbursement

Employees will be reimbursed for mileage when using their personal vehicle to conduct school-required business. Mileage will be calculated based on the most direct route. An employee leaving from home will only use the home address if it is closer to the destination than from the school. For example, a person living in Shawnee and traveling to Jefferson City would use the

school address to calculate mileage because the school address is closer to the destination than their home address. The same policy applies to return trips. The rate of reimbursement will be in accordance with the current Internal Revenue Service approved rate (www.irs.gov). Mileage reimbursement is not authorized between home and HPA.

Procedure:

- For mileage reimbursement, an “Application for Professional Development and Travel Reimbursement” form or “mileage reimbursement” form must be completed and submitted to the business office, indicating nature of business, location and roundtrip mileage.
- A printout from Google Maps or MapQuest must accompany the PD Form showing mileage of the most direct route.

<p style="text-align: center;">Compensation for Substituting</p>

Teachers and other professional staff that substitute during their plan time will be compensated at the rate of \$20/hr. Paraprofessionals and other classified staff that substitute for a teacher or other professional staff will be compensated an additional 25% of their current rate of pay for the time they are substituting.

Leaves of Absence

Family and Medical Leave

See Board Policy 4321 and www.dol.gov for more information.

Under Federal law employers with 50 or more employees within a 75-mile radius must provide unpaid Family and/or Medical Leave under certain circumstances. HPA may grant a leave of absence under the Family and Medical Leave Act (FMLA) to employees who have completed at least one full year of service with HPA and have worked at least 1,250 hours in the 12-month period preceding the leave. In general, full-time teachers are considered to meet the 1,250-hour test however you are advised to verify your individual eligibility with the human resources office. The Board has designated the Chief Operations Officer to act as the FMLA Compliance Officer.

Reasons for taking leave under FMLA

- Due to pregnancy, prenatal medical care or child birth
- To care for the employee's child after birth, or placement for adoption or foster care
- To care for the employee's spouse, child or parent, who has a serious health condition;
- For an employee's own serious health condition that makes the employee unable to perform the essential functions of the employee's job; and/or
- To attend to any qualifying exigency (as defined by regulation) arising out of the fact that the spouse, child or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

An eligible employee may take up to 12 work weeks of unpaid leave during the “12-month period” for any one, or a combination of the above described situations.

HPA uses a rolling 12-month period method. The “12-month period” in which the 12 work weeks of FML (Family Medical Leave) may be taken is a rolling 12-month period measured backward from the date an employee commences any FML.

- An employee who is the spouse, child, parent, or next of kin of a covered military service member may be entitled to 26 weeks in a single 12-month period in order to care for the service member.

During the single 12-month period in which leave is taken to care for a covered military service member, if the employee needs FMLA leave for any other reason, the employee is entitled to a combined total of 26 weeks. The availability of leave for another reason in any other 12-month period shall not be limited.

(A “health condition” is an injury, illness, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.)

Substitution of paid leave

Under the Family and Medical Leave Act, an employee may elect to use available PTO for time for FML. Leave time beyond the available paid time off will be unpaid. The employee cannot work for another employer while utilizing FML.

Intermittent Leave

Leave may be taken on an intermittent or reduced schedule basis for a health condition, either the employee’s or a family member’s as defined under FMLA; qualifying exigencies; or to care for an injured service member when such leave is certified as medically necessary. If the intermittent leave

or reduced schedule leave is for a health condition or to care for an injured service member, the school may require that the employee transfer to a temporary, alternative job for which the employee is qualified and that better accommodates the intermittent or reduced schedule leave than the employee's regular job. The temporary position will have pay and benefits equivalent to the employee's regular job. Intermittent leave for childbirth (and to care for such child) or placement may only be taken with HPA approval.

Employee and Spouse Co-workers

If the employee and the employee's spouse are employed by HPA, they are entitled to combined leave of up to 12 weeks in a 12-month period for birth, adoption or placement for foster care of a child; to care for a sick parent; or for a qualifying exigency and are entitled to a combined total of 26 weeks of leave to care for an injured service member as well as leave for other FMLA-qualifying reasons during the applicable 12-month period.

How to Request Family or Medical Leave:

Employees should request FML by completing the Family and Medical Leave Request form and submitting it to the human resources office. Forms are available from the human resources office and at www.dol.gov.

If leave is planned in advance, employees should provide **notice at least 30 days in advance of the requested leave.**

- If leave is unexpected, an employee shall notify HPA as soon as possible of the need to take leave (less than 3 days).

HPA will notify the employee regarding the eligibility of this leave to be designated as FML.

Medical Certification

A request for leave due to the employee's own health condition, the health condition of a covered family member, or the need to care for a covered service member must be accompanied by medical certification. Physician's statements must be supplied by the physician directly to HPA through mail or fax delivery. No physician statement will be accepted from the employee directly.

Employees seeking leave for any medical purpose will be required to submit the appropriate medical documentation on the Certification of Health Care Provider form obtained through the human resources office at the following times:

- Initial request (to be returned within 15 days);
- Before returning to work (following a health condition to certify fitness for duty);
- If the employee is not returning to work following a leave during which the employer has paid health care premiums; and/or
- Re-certification on a regular basis during leave.

Interim Benefits

All group health benefits will continue during FML. The employee must submit their normal premium amounts during the leave as if at work. Employees have a 30-day grace period in which to make premium payments in full. If payment is not made within this 30-day period, group

health insurance will be dropped for the employee and any of his/her dependents on the plan. In such instances, HPA will notify the employee by mail, 15 days before coverage is to cease, advising that coverage will be dropped by a specified date. If health coverage is terminated for non-payment, coverage will again be provided by HPA upon the employee's return to work and in accordance with the applicable plans. Employees, who do not return to work, may be asked to repay the school's premium contribution paid while he/she was on leave.

Reinstatement

So that an employee's return to work can be properly scheduled, an employee on family leave is requested to provide HPA with at least two weeks advance notice of the date the employee intends to return to work. Employees off for a personal health condition must receive a release from their physician to return to work. Eligible employees are entitled on return from leave to reinstatement to their former position or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed (i.e., if the employee's position is no longer available due to a job elimination). Exceptions may also apply for certain highly compensated (as defined in FMLA regulations) employees. *In the absence of any other protection afforded by federal, state or local laws, if an employee fails to return to work on the agreed upon return date and without further notice of the reason for the delay, HPA will assume that the employee has resigned.*

Military Leave

Regular full-time employees who are inducted into the U.S. Armed Forces, the National Guard or the Reserves are eligible for unpaid leave and reinstatement to the same or similar job position

where available, as long as they provide timely notice to HPA of the necessity of such leave, that they are honorably discharged from the service, and that they return to work within 30 days after active duty for training, or within 90 days after military discharge.

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

The leave will be unpaid. Employees may use any available PTO for the absence. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the staff is otherwise eligible.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they have been continuously employed for purposes of determining benefits based on length of service.

Procedure:

Contact the human resources office for more information or questions about military leave.

Unpaid Leave of Absence

HPA understands that our employees may, for various reasons, need unpaid leaves of absence that do not qualify for FML. These reasons include, but are not limited to, medical or family needs, pregnancy, bereavement leave, and the like. Unpaid leaves of absence are allowed at the discretion of Superintendent.

Procedure:

Every effort should be made by the employee to give as much advance written notice as possible as to the length of the unpaid leave as well as the expected return-to-work date. Requests for leave for medical reasons or pregnancy must include a doctor's certificate indicating the beginning date and expected length of such leave. Updated certificates may be requested during the leave. HPA cannot guarantee, upon return from leave, that the employee's job position will be available.

During an unpaid leave of absence, an employee does not accrue school benefits including PTO or any other benefit. After 30 days of unpaid leave of absence, the employee will be responsible for paying premiums on his/her insurance coverage and that of his/her dependents. If the employee does not continue the premium payments, he/she risks loss of coverage. *The failure to return from unpaid leave of absence as scheduled may result in termination.* Medical leave shall be for a reasonable time while the employee is unable to work not to exceed four (4) months.

Paid Time Off (PTO), Holidays, Bereavement, Civic Duty

Paid Time Off (PTO)

See Board Policy 4310 for more information

PTO must be earned before used. The PTO benefit for all 10 and 11-month employees is intended for absences due to illness, personal emergencies, or for those rare special needs and obligations that cannot be addressed before or after the school day.

The PTO benefit for 12-month employees is an all-purpose time-off benefit to use for vacation, illness or injury, and personal business. Paid time off for eligible 12-month employees will begin to accumulate from the first day of the pay period coincident or following employment.

Ten and Eleven Month Regular Full-Time Employees

- Ten and eleven-month regular full-time employees will earn 8 hours a month for ten months per school year (August – May) for a total of 80 hours.
- Ten and eleven-month regular full-time employees may carry forward a total of 40 hours to the next fiscal year. HPA fiscal year begins July 1st.
- Excess hours for regular full-time employees will be adjusted on June 30th and hours above the maximum carry forward amount of 40 hours may be eligible for bonus pay as described under Bonus Pay.

Regular Part-Time Employees

- Regular part-time employees will earn a prorated number of hours a month based on the number of hours worked.
- Regular part-time employees may carry forward a total of 40 hours to the next fiscal year. HPA fiscal year begins July 1st.
- Excess hours for regular part-time employees will be adjusted on the last day of the fiscal year (June 30th) and hours above the maximum carry forward amount of 40 hours will be lost.

Twelve-Month Regular Full-Time Employees

Twelve-month regular full-time employees will earn hours based on the length of employment at HPA in accordance with the chart below:

Year of Service	Hours per Month Accrual	Hours per Year Accrual
First year – third year	10.7	128.40
Fourth year – And beyond	14.7	176.40

- Twelve-month regular full-time employees may carry forward a total of 80 hours to the next fiscal year. HPA fiscal year begins July 1st.
- Excess hours for twelve-month regular full-time employees will be adjusted on the last day of the fiscal year (June 30th) and hours above the maximum carry forward amount of 80 may be eligible for bonus pay as described under Bonus Pay.

PTO ANNUAL REIMBURSEMENT

Ten and 11 month employees having more than 40 hours of PTO **who do not request any PTO after spring break** will receive PTO reimbursement with the July 15th payroll according to the following schedule.

Returning 12 month employees having more than 80 hours of PTO on June 30 will receive reimbursement with the July 15th payroll according to the following schedule.

Twelve month employees **leaving the district** may receive reimbursement with the July 15th payroll according to the following schedule.

In the event that an employee breaches their contract or is terminated for cause by HPA, such employee will not receive payment for any accrued PTO.

PTO reimbursement calculations will be made based on the average hourly salaries for the following groups.

- Instructional staff (teaching staff, instructional coaches)
- Non-instructional staff (social workers, behavior interventionists, counselors)
- Subs & Para-professionals (building subs, para-professionals, lab proctors)
- Building administration I (administrative assistants, operations manager, HR & transportation manager)
- Building administration II (building principals & asst. principals, district leadership, coordinators)

The average hourly salary for each group will then be used to calculate reimbursement for each employee, using that employee's available PTO hours. For example, if the average hourly salary for a group is \$20 and

the employee has 10 available PTO hours, their reimbursement calculation would be \$200. HPA will reimburse employees up to a maximum as shown in the attached table.

PTO REIMBURSEMENT FOR ALL STAFF LEAVING THE DISTRICT

HOURS	MAXIMUM REIMBURSEMENT
1-8 HOURS	0
9-20 HOURS	\$250
21-40 HOURS	\$400
41-60 HOURS	\$550
61-80 HOURS	\$700
81-100 HOURS	\$850
101-160 HOURS	\$1,000

NOTE: Ten and 11 month employees must not take any PTO after spring break to qualify for reimbursement

PTO REIMBURSEMENT FOR RETURNING STAFF

	**10/11 MONTH EMPLOYEES	12 MONTH EMPLOYEES
ROLL OVER MAXIMUM	40	80
MAXIMUM REIMBURSEMENT FOR *EXCESS 1-8 HRS	\$100	0
MAXIMUM REIMBURSEMENT FOR *EXCESS 9-20 HRS	\$250	\$250
MAXIMUM REIMBURSEMENT FOR *EXCESS 21-40 HRS	\$500	\$500

MAXIMUM REIMBURSEMENT FOR *EXCESS 41-60 HRS	\$750	\$750
	**10/11 MONTH EMPLOYEES	12 MONTH EMPLOYEES
MAXIMUM REIMBURSEMENT FOR *EXCESS 61AND OVER HRS	\$1,000	\$1,000

*Excess = accumulated PTO beyond maximum roll over

****Ten and 11 month employees must not take any PTO after spring break to qualify for reimbursement**

Holidays

See Board Policies 4330 for more information.

HPA will grant paid time off to all full-time employees on the holidays listed below, provided they fall within the normal work months for the individual. Part-time employees are not eligible for holiday pay. Administration reserves the right to designate a holiday as a work day based on the needs of the school.

- New Year's Day (January 1)
- Dr. Martin Luther King, Jr. Day (third Monday in January)
- President’s Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Friday following Thanksgiving Day

- Christmas Eve (December 24)
- Christmas Day (December 25)

Generally, a recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. If a recognized holiday falls during an eligible employee's paid absence (such as PTO), holiday pay will be provided instead of the (PTO) benefit that would otherwise have applied. Holidays will not be counted as hours worked for the purposes of determining overtime pay.

Bereavement Leave

Up to 3 days of paid bereavement leave may be provided to regular full-time employees. (If approved, this time is not counted against paid time off (PTO) balances.)

HPA defines "immediate family" as spouse, partner, parent, grandparent, child, sibling, the employees' spouse's parent, partner, grandparent, child, or sibling. Employees may, with their supervisor's approval, use available PTO for additional time off as needed.

Procedure:

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. All requests for time off must be submitted through the current absence tracking software. Employee must provide documentation in the form of a funeral program or obituary to the office of Human Resources upon return to work.

Time Off to Vote

HPA encourages employees to fulfill their civic responsibilities by participating in elections.

Generally, employees are able to find time to vote either before or after their regular work schedule. In the unlikely event an employees' work schedule prevents him/her from voting during polling times, HPA will make arrangements for the employee to take time off to vote.

Procedure:

All requests for time off must be submitted through the current absence tracking software.

Employees should request time off to vote at least two working days prior to the Election Day.

Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift; whichever provides the least disruption to the normal work schedule. Time off for voting should be reported and coded appropriately on timekeeping records.

Time Off for Civic Duty

HPA encourages all employees to do their civic duty. HPA will cooperate fully with local, state, and federal courts in allowing employees to serve on juries.

Procedure:

To qualify for paid jury or witness duty leave, employees must submit to his/her supervisor a copy of the summons as soon as it is received. All requests for time off must be submitted through the current absence tracking software.

In addition, proof of service must be submitted to the employees' supervisor when the period of jury or witness duty is completed. Of course, employees are expected to report for work whenever the court schedule permits.

Employees who are crime victims will be allowed to take leave to consult with the district attorney or attend the criminal proceeding as provided under Missouri law. Documentation may be requested to support such requests for leave. HPA will comply with Missouri law regarding the granting of time off and the use of PTO for such time off.

Accommodations for Nursing Mothers

Upon request HPA will make arrangements to provide a suitable private location for breastfeeding mothers to express milk during work hours. As provided for under the health reform act, mothers will be provided break time for this purpose during the first year of the child's life. To make arrangements for a location or with further questions please contact your immediate supervisor or the human resources office.

Health and Welfare Benefits

See Board Policies 4510, 4520 and 4540 for more information.

Benefits comprise an important component of your overall compensation package. Please note that HPA reserves the right to modify and/or discontinue the benefits it provides, premium amounts it pays, eligibility rules, and other provisions of these benefit plans. When possible, we will try to notify you in advance of such changes.

The benefit information included in this Handbook is merely an overview; a more detailed description of the specific provisions of the various plans can be obtained by reviewing the Summary Plan Description booklets supplied by the benefits broker. **The exact provisions of the Plans may only be determined by reading the actual Plan Documents.**

<h3>Benefits Continuation (COBRA)</h3>

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under HPA health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at HPA group rates plus an administration fee. HPA provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under HPA

health insurance plan. The notice contains important information about the employee's rights and obligations.

Other rules defining COBRA, periods of coverage, etc., are defined in the health plan Certificate of Coverage.

Health Insurance Portability and Accountability Act (HIPAA)

It is the intent of HPA to assure compliance with the HIPAA privacy regulations issued by the Department of Health and Human Services.

Health Insurance

Eligible employees may elect either single or dependent coverage beginning on the first day of the month following 30 days of employment.

HPA contributes a portion of the premium for “employee only” coverage. The additional cost for spouse and dependent coverage is the responsibility of the employee. Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees.

- If an employee chooses not to enroll themselves and/or dependents when first eligible, they must wait until open enrollment to enroll in coverage unless a qualifying event occurs as defined by the Health Insurance Portability and Accountability Act (HIPAA).

A qualifying event occurs when an individual experiences a loss of other coverage or becomes a new dependent through marriage, birth or adoption. However, the individual must notify the plan administrator of their request to enroll within 30 days of the qualifying event. If an individual

experiences a qualifying event and has evidence of creditable coverage, they may not be treated as a late enrollee for purposes of any preexisting condition exclusion period.

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between HPA and the insurance carrier. A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information. Contact the human resources office for more information.

Section 125 Flexible Spending Account Plan Benefit

HPA provides a Flexible Spending Account Plan that allows eligible employees to have pre-tax dollars deducted from their salaries to pay for eligible 1) dependent care, 2) un-reimbursed health care expenses and 3) adoption assistance.

Participation in the Flexible Spending Account Plan is optional. Election changes are made annually at open enrollment. An employee must re-enroll in the Plan each plan year. Money contributed to this program must be used within the year or will be forfeited, as defined under regulations. Contact the human resources office for additional information.

Life Insurance Benefits

Basic Life Insurance – Employer Provided

Life insurance offers the employee and their family important financial protection. HPA provides

a basic life insurance plan for eligible full-time employees beginning on the first of the month

following 30 days of employment. Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description (SPD) provided to eligible employees.

This basic coverage of \$15,000 is paid by HPA.

Supplemental Life Insurance

Eligible employees may participate in the supplemental life insurance plan subject to all terms and conditions of the agreement between HPA and the insurance carrier. No portion of the supplemental life insurance is paid by HPA. Contact the human resources office for additional information.

Voluntary Benefits Available

Eligible employees may participate in the voluntary benefits subject to all terms and conditions of the agreement between HPA and the insurance carriers. No portion of voluntary benefit costs is paid by HPA. Voluntary benefits are available to eligible full-time employees the first of the month following 30 days of employment.

Voluntary Short-Term and Long-Term Disability

Short Term Disability (STD) is designed to ensure a continuing income for employees who are disabled or unable to work for a short duration. Details of the STD plan including benefit amounts, limitations and restrictions are described in the Summary Plan Description.

Long Term Disability (LTD) is designed to ensure a continuing income for employees who are disabled or unable to work. Details of the LTD plan including benefit amounts, and limitations and restrictions are described in the Summary Plan Description.

Voluntary Accident, Cancer, Critical Care, and Hospital Indemnity Benefits

Accident insurance supplements your medical insurance policy. It can help cover unforeseen expenses resulting from an accidental injury. Depending on the carrier, you can choose from a variety of plans and coverage for yourself and eligible family members. Benefits include: emergency room treatment, follow-up physician visits, physical therapy and hospital confinement.

Cancer insurance supplements your medical insurance and can cover family lodging and transportation, hospice, bone marrow donor, radiation treatment, and chemotherapy. Depending on the carrier, you can choose from a variety of plans and coverage for yourself and eligible family members.

Critical Illness insurance supplements your medical insurance. Depending on the carrier, you can choose from a variety of plans and coverage for yourself and eligible family members. It pays a lump sum to you upon the diagnosis of a covered illness which may include: cancer, heart attack, stroke, and end-stage renal disease and more. Coverage is available to eligible family members.

Hospital indemnity insurance supplements your medical insurance. Depending on the carrier, you can choose from a variety of plans and coverage for yourself and eligible family members. It pays a lump sum benefit in the event of a hospital stay.

Retirement Benefits

ERISA Rights

As a participant of the plans described in the following pages, you may be entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974, also called ERISA. These plans will contain an ERISA statement of rights in the Summary Plan Descriptions provided by administration. If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor–Management Services Administration, Department of Labor.

Kansas City Public School Retirement System (KCPSRS)

<http://www.kcpsrs.org>

Participation in the KCPSRS plan is mandatory and a condition of employment. This plan is a 401(a) Defined Benefit Plan. Employees in a position requiring service of at least 25 hours per week during 9 months of the year are eligible to participate in this retirement plan.

As an employee, you are required to contribute a percentage of your annual base salary to your retirement account. HPA will process the deduction from all employees' base salary amount (does not include any extra duty pay) submit the contributions to KCPSRS. The contributions are deposited into your individual retirement account set up with KCPSRS.

HPA is also required to make contributions to the plan. Employer contributions are not made to the individual accounts. Instead, they go into the general reserve account to help fund the benefits for those who do retire.

Questions regarding the KCPSRS plan should be directed to the school district of Kansas City Public School Retirement System. The telephone number is 816-472-5800. KCPSRS is located at 3100 Broadway #1211, Kansas City, MO 64111.

403(b) Retirement Plan

HPA has established a 403(b)-retirement plan to provide employees the potential for future financial security for retirement. The 403(b)-retirement plan allows the employee to elect how much salary he or she wants to contribute, within legal limits, so the retirement package can be tailored to meet individual needs. HPA does not make an additional contribution to the 403(b) account.

Because a 403(b)-plan contribution is automatically deducted from the employee's pay before federal and state tax withholdings are calculated, tax dollars are saved by having the current taxable amount reduced. While the amounts deducted generally will be taxed when they are finally distributed, taxation of the dollars will be deferred until distribution. Eligible employees may participate in the 403(b)-plan subject to all terms and conditions of the plan. Contact the human resources office for more information about the 403(b) plan.

Legally Required/Mandated Benefits

Workers' Compensation Insurance

See Board Policy 4530 for more information.

HPA provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform both their supervisor and the human resources office immediately.

He/she will assist in the determination of the proper provider. Medical care should be obtained through the facility recommended by our workman's compensation insurance carrier. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. Neither HPA nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by HPA.

Social Security Insurance

HPA makes a matching contribution to the Social Security fund on the employee's behalf. HPA contributes one dollar to the Social Security Fund for every dollar deducted from the staff's

paycheck for payment to the fund up to legal limits. Employees may contact the Social Security office to determine current social security account status.

Unemployment Insurance

Unemployment compensation insurance is paid for by HPA and provides temporary income for employees who have lost their job. Employees can apply for benefits directly with the state who will determine eligibility.

Separation from Employment

See Board Policies 4710 and 4711 for more information.

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation - voluntary employment termination initiated by an employee. Two weeks' notice is requested of classified employees and as much notice as possible is appreciated for certified employees that plan to resign or retire;
- Discharge - involuntary employment termination initiated by the school;
- Reorganization – involuntary termination due to realignment by the school and /or of duties; and/or
- Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the school.

Exit Interview

HPA will generally schedule exit interviews at the time of employment termination. The purpose of the exit interview is to provide administration with greater insight into employee relations and the school. Additionally, the exit interview will afford an opportunity to discuss such issues as staff benefits, conversion privileges, repayment of outstanding debts to HPA, or return of HPA-owned property. Cooperation in the exit interview process will be greatly appreciated. Any

information provided in the course of an exit interview will not affect any reference provided by HPA.

Compensation and Benefits When Exiting

All compensation and accrued, vested benefits that are due and payable at termination will be paid. COBRA qualified benefits may be continued at the participant's expense if the individual so chooses. The employee will be notified in writing of the terms, conditions, and limitations of applicable benefits continuance.

Return of HPA Property When Exiting

All school property should be returned to HPA should the employment relationship end or the duties be changed; failure to do so may result in deductions from an individual's final paycheck for the replacement cost of the item.

Cover Sheet

First Student Contract Extension

Section: III. Consent Agenda
Item: E. First Student Contract Extension
Purpose: Vote
Submitted by:
Related Material:
First Student and Hogan Preparatory Academy Notice of Extension 2021-2022.pdf

SCHOOL BUS TRANSPORTATION SERVICE AGREEMENT

NOTICE OF EXTENSION by Hogan Preparatory Academy with principal offices at 5809 Michigan Avenue, Kansas City, MO, 64130, (hereinafter called the "School").

WHEREAS, the School and First Student, Inc., with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202-5755 and local business offices for purposes of this Agreement located at 12711 2nd St. Grandview, MO (hereinafter called "Contractor," and together with the School, the "Parties").

WHEREAS, the School desires to further extend the term of the Agreement pursuant to Section 1.1 of the Agreement;

NOW, THEREFORE, the parties mutually agree as follows:

1. **TERM.** The term of the Agreement shall extend for one (1) additional year, commencing on July 1, 2021 and continuing through June 30, 2022.
2. **COMPENSATION** Commencing July 1, 2021, the rates of compensation payable pursuant to the Agreement during the July 1, 2021 – June 30, 2022 term is set forth in Exhibit "A"

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

HOGAN PREPARATORY ACADEMY

FIRST STUDENT, INC.

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Transportation Services
2021-2022
Pricing and Conditions Sheet

Company Name: First Student, Inc.
Contact Person: Justin Macht Title: District Manager
Address: 10551 Barkley St. City: Overland Park
State/Zip Code: Kansas/66212 E-mail: justin.macht@firstgroup.com
Telephone Number: 913-575-9229 Fax Number: 913-649-3334

Daily Price per Route: (For each school bus)

Daily Bus Service: Dedicated bus: 388.61 Shared Bus: 388.61
Monitor Price: 115.20 (4 hr max)
Late Activities Price: 31.77/hr* Field Trip Price: 31.77/hr*

Please specify bus capacity. If there are price differences depending on bus capacity, explain here.

*Two hour minimum on field trips

Prices for Additional Transportation services, extracurricular trips, mid-day runs and other campus-requested bus services

Rate per bus hour: 31.77 Rate per mile: 1.08
Additional Charges: Mid-Day runs & Other Requests: \$4.10/hr

Please specify bus capacity. If there are price differences depending on bus capacity, explain here.

Cover Sheet

HPA Student Handbook

Section: III. Consent Agenda
Item: F. HPA Student Handbook
Purpose: Vote
Submitted by:
Related Material:
Hogan Prep District Handbook 2021-2022_ Revised 7.31.2021 (1).pdf

HOGAN PREP ACADEMY

Student & Parent District Handbook 2021-2022

HOGAN

PREP ACADEMY

This handbook summarizes the district policies and rules. The District Handbook has been written to provide important information concerning specific rules, policies, and procedures related to the safety and operation of our schools. In order for schools to operate safely and efficiently, you and your student(s) must be familiar with and abide by the expectations, procedures and rules outlined in this handbook. The student handbook summarizes district policy and contains general guidelines and information. Refer to official policy and regulation documents for specific information at www.hoganprep.net. In the event of a conflict between this handbook and a Board policy or regulation, the Board policy or regulation takes precedence and controls. In the event of a conflict between this handbook and any applicable law, the applicable law takes precedence and controls. This handbook's content may be changed from time to time throughout the 2020-2021 school year. An up-to-date version will be maintained online at www.hoganprep.net. It is the responsibility of students and parents to review such changes and to remain apprised of the current version of the handbook. If you have any questions regarding this handbook, please contact your student's building principal. A School-Parent-Student compact should be found at the end of this handbook. Please sign and return to your building administrator to acknowledge you have read and understood the policies described in this handbook.



General Information	7
School Information	7
School Board	7
District Administration and Staff	7
Calendar and School Hours	9
Core District Values	10
Manifesto	10
Our Vision	10
Our Mission	10
Our Goal	10
Policies and Procedures	11
Admission	11
Attendance/Absenteeism	12
Tardiness	13
Truancy	13
Notice of Change of Address and/or Phone Number	13
Lunch	13
Leaving School During the Day	14
Student Messages	14
Visitors	14
Dress Code	14
Inclement Weather	15
Transportation	15
Field Trips	16
School Expectations	16
Student Code of Conduct	16
Consequences	18
Discipline Appeal	19
School Property	20
Bullying	20
Corporal Punishment	20
Drug Free School Policy	21



Academics	22
Academic Expectation	22
Homework	22
Honor Roll	22
Report Cards	22
Grading Policy	23
Grade Weights and Percentages	23
Academic Intervention and Support	24
Permanent Records	25
PowerSchool	25
Confidentiality	25
Promotion and Retention	26
Title I Tutorial Services	26
Extra- Curricular Activities	27
The Student Council	27
Future Leaders of Tomorrow	27
Sports	27
Dances	28
Academic Eligibility	29
Student Health Information	29
Medical Information	29
Medical Assistance	30
Medical Administration	30
Student Health Records	31
Communicable Diseases	31
Parent Involvement	31
Parent Involvement	32
Parent-Teacher Conferences	32
Parent Rights	32
Family Resources	33
Family Educational Rights and Privacy Acts (FERPA)	33
McKinney Vento Homeless Services	34
Foster Care Support	34

HOGAN

PREP ACADEMY

Counseling Services	34
Reporting Abuse or Neglect	34
Complaints	35
Elementary School Information	36
Location	36
Administration	36
Building Hours	36
Electronics	36
Lost and Found	37
Uniform Policy	37
Middle School Information	38
Location	38
Administration	39
Cell Phones/Electronic Devices	39
Lockers and Locks	39
Lost and Found	39
Uniform Policy	40
High School Information	40
Location	40
Administration	41
Building Hours	41
Cell Phones/Electronic Devices	41
Lockers and Locks	42
Student ID	42
Dual Credit College Course	42
Course Change Request	42
All changes must be completed by the end of the 2nd week of the term. Hogan Preparatory Academy has the right to deny a request for a change in courses.	42
Uniform Policy	43
Parking	43
Virtual Learning	43
Virtual Learning	43
Technology Agreement	44



Student Technology Agreement	48
Forms	50
Bullying Incident report	50
Permission for the Administration of Medication	52
Disposition of Medication	54
Student Bus Contract	55
School-Parent-Student Compact	57

General Information

School Information

District Office

5809 E. Michigan Ave
Kansas City, MO 64130

School Board

Dr. Mary Viveros - President
Mr. Matt Sampson - Director
Ms. Danielle Binion - Director
Ms. Lynne Beavers - Director
Ms. Robin Carlson - Secretary
Mr. David Collier - Treasurer
Mr. Albert Ray - Vice President

District Administration and Staff

Dr. Jayson Strickland- Superintendent
Jan Thomas- Executive Assistant to the Cabinet and Board Superintendent
Dr. Tanya Shippy- Chief Operations Officer
Theresa Williams- HR & Transportation Manager
Jamie Berry- Chief Finance & Accountability Officer
Izette Torres- Operations Manager
Dr. Tamara Burns- Chief Academic Officer
Poonam Sharma- District Coordinator of School Improvement

HOGAN PREP ACADEMY

Valorie Montgomery- Coordinator of Assessment, Data & Integrated Technology
 Jazmine Salach- Director of Student Services
 Jami Williams- Special Ed Process Coordinator
 Jessica Gagewanamaker- Special Ed Process Coordinator
 Arthur Seabury- District Social Worker

Calendar and School Hours

HOGAN PREPARATORY ACADEMY 2021-2022

Month	Calendar Grid	Key Dates
July 2021		<ul style="list-style-type: none"> 4 Independence day 5 Holiday for 12-month Employees 26 Board Meeting
August 2021		<ul style="list-style-type: none"> 9-11 New Teachers PD 12-13 HPA Staff PD 16 HPA Staff PD 20 Teacher Work Day 23 Students Return/Board Meeting
September 2021		<ul style="list-style-type: none"> 6 Labor Day - No School 15 Early Release 23 Mid Quarter 24 HPA Staff PD - No School 27 Board Meeting 29 Early Release
October 2021		<ul style="list-style-type: none"> 13 Early Release 22 HPA Staff PD- No School 25 Start of 2nd Quarter/Board Meeting 27 Parent Teacher Conferences - Early Release 28 Parent Teacher Conferences - No School 29 Non Work Day for Schools/Central Office Work Day
November 2021		<ul style="list-style-type: none"> 10 Early Release 22 Board Meeting 24-26 Thanksgiving - No School
December 2021		<ul style="list-style-type: none"> 2 Mid Quarter 8 Early Release 13 Board Meeting 20-31 Winter Break
January 2022		<ul style="list-style-type: none"> 3 Students and Staff Return 13 End of First Semester 14 No School - Staff Work Day 17 Martin Luther King Jr. Day - No School 18 Start of 3rd Quarter 24 Board Meeting 26 Early Release
February 2022		<ul style="list-style-type: none"> 9 Early Release 17 Mid Quarter 18 HPA Staff PD - No School 21 President's Day - No School 28 Board Meeting
March 2022		<ul style="list-style-type: none"> 2 P/T Conferences - Early Release 3 P/T Conferences - No School 4 Non Work Day for Schools/Central Office Work Day 16 Early Release 21-25 Spring Break 28 Board Meeting - Start of 4th Quarter
April 2022		<ul style="list-style-type: none"> 15 HPA Staff PD - No School 25 Board Meeting 26 Mid Quarter 27 Early Release
May 2022		<ul style="list-style-type: none"> 11 Early Release 23 Board Meeting 25 Early Release 26 Last Day for Students/Early Release 26 Last Day for Teachers 30 Memorial Day
June 2022		<ul style="list-style-type: none"> 27 Board Meeting

Any days that may need to be made up due to inclement weather or other unforeseen circumstances will be added to the end of the school calendar.

School year = 169 student days/1090 hours

High School
 816.444.3484
 Full Day 7:15-2:15
 Early Dismissal 12:15

Middle School
 816.444.4479
 Full Day 8:15-3:15
 Early Dismissal 1:15

Elementary School
 816.444.5010
 Full Day 9:15-4:15
 Early Release 2:15

*Make-Up Days may potentially extend the school year.

KEY
No School
No Students
Early Release
Board Meeting



Core District Values

Manifesto

Every Hogan Prep student is a unique individual with talent, passion, and the power to reach their greatest potential. We champion their success through a community and culture of support, using education as a chance to transform curiosity into the positive pursuit of passion. We celebrate individuality and develop the confidence and skills to lead a life of impact, leadership, and legacy. We push our students to Do Amazing!

Our Vision

To inspire our students, families, and community to succeed by unlocking their greatest potential

Our Mission

Hogan Preparatory Academy is an organization of leaders, educators, and mentors working closely with families and the community to help students unlock their greatest potential. Hogan prepares them for college and career success by providing education, experience, and passion that equips them with a distinct competitive advantage.

Our Goal

To graduate Hogan Prep students who are college and career ready with a distinct competitive advantage.

Policies and Procedures

Hogan Preparatory Academy (Hogan) complies with the policies and guidelines established by the Board of Directors.



Admission

Hogan shall enroll only students that reside in the Kansas City Missouri School District. This Charter School does not limit admission based on race, ethnicity, national origin, sexual orientation, disability, gender, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level.

If the capacity of the school is insufficient to enroll all students who submit an application during the open enrollment period (March of each year), the school will use a lottery admissions process in order to assure all applicants an equal chance of gaining admission. A waiting list will then be established. If the number of students is equal or less than the number of openings at any grade level, all students will be admitted, with the exception of Safe Schools violations. After the open enrollment period, students will be enrolled on a firstcom first served basis. Students on the waiting list will be used to fill remaining vacancies by grade level.

Hogan gives a preference for admission of children whose siblings attend the Hogan or whose parents are employed at the Hogan AND reside in the Kansas City Missouri School District.

A student will be considered officially enrolled at the Hogan when the student and his/her parent/guardian have completed the official admissions packet and it has been approved. **Partial applications will not be considered for enrollment and may be placed on the waiting list if the grade level is filled.**

A student must have successfully completed an 8th grade program prior to being considered for enrollment in the Hogan Prep Academy High School.

Students must reside within the boundaries of the Kansas City Missouri School District. A student must be 5 years old by September 1st in order to enroll in kindergarten.

Attendance/Absenteeism

Hogan expects regular attendance (95% or higher) from all students. If a student will be absent, the parent/ guardian should call the office before 9:30 AM.

Excused Absences - personal injury, illness, family emergency, medical/dental appointments with verification, legal appointments, religious Holidays, funerals. Please send in written notification of such absences. ***These absences will still count toward a student's overall attendance percentage.***

HOGAN

PREP ACADEMY

Unexcused Absences - oversleeping, transportation problems, unexcused illness without a doctor's or written note from the parent, family trips.

Tardiness - Arrival time is specific to each school building. Students arriving after the start of school will be considered tardy. Students should be signed in by a parent/guardian at the main office. Students who arrive tardy may not be escorted to class by a parent, as instruction has already started.

Incentives

Various school-wide incentives will be implemented to encourage students to have outstanding attendance. Incentives may be dress down days, certificates, or other motivating rewards. Tardies and early sign-out from school will count towards a student's overall attendance.

Regular attendance is expected from all students. If it is necessary for a student to be absent or tardy the parent/guardian should call the attendance front office. Doctor's notes need to be received within 48 hours of the student's absence. Absences become part of the student's permanent record. The attendance office will attempt to contact parents/guardians when a student is absent or tardy from school, and the main responsibility lies with the parent/guardian and student to make sure the proper documentation is on file. Excessive absences could result in truancy status.

Tardiness

When a student arrives late to school he/she must check in at the attendance office and get a pass before reporting to class. Excessive tardies will result in an intervention being taken.

Truancy

A student absent from school without permission is considered truant and the student's parent/guardian will be contacted. A meeting or phone conference with the student, parent/guardian and administrator may be required. Repeated truancy will result in further intervention being taken

Notice of Change of Address and/or Phone Number

Help us keep your child safe by ensuring the school has current contact information for every person listed in the student's file. If a change in address and/or phone number occurs, please contact the front office at your prospective school. *It is unlawful for a student to be in attendance without a viable parent/guardian contact. The school reserves the right to take disciplinary action, including withdrawal, if we are unable to reach a parent/guardian within a reasonable period of time.* It is the responsibility of the parent/guardian to ensure that

HOGAN

PREP ACADEMY

the school has current contact on everyone listed in a student's file. If a change in address and/or phone number happens please contact the front office as soon As possible. It is unlawful for a student to be in attendance without a viable parent/guardian contact.

Lunch

Students must be in the lunchroom (or designated area) during their respective lunch period. **Hogan will not allow lunch to be delivered from anyone other than a parent/guardian during the students assigned lunch period.** Parents/guardians may bring food to their child but no other student. For students in lunch detention, no outside food is allowed. Lunches brought by parents/guardians must be eaten during the designated lunch period. Hogan will not excuse students from class due to a parent/guardian delivering lunch late. Outside food is not allowed at any time besides during lunch periods.

Leaving School During the Day

When it is necessary for a student to leave school during the scheduled day, the student's parent/guardian must be contacted before permission will be granted. Students leaving school early must also sign out in the main office. Students leaving school without following the above procedure will be considered truant.

Student Messages

There will be times when parents will find it necessary to call the school. If it is not an emergency, the secretary will take a message and have the teacher or administrator return your call at a suitable time, typically within 24 hours. Please make an effort to minimize classroom disruptions by communicating information with your children prior to the start of the school day. Students are not allowed to use the phone at any time without the permission of the classroom teacher, administration, etc. Students are not permitted to use cell phones at school.

Visitors

All visitors entering Hogan must report to the front desk for a visitor's pass and may be asked to show proper identification. **Appointments are preferred.** Visitors should be sensitive to classroom instructional time. Observation visits should be limited to 10-15 minutes. *During virtual classroom hours, parents should not join meetings or lessons unless confirmed by the classroom teacher.*

Dress Code

All students are required to wear the uniform dress code mandated for their particular school building.



Inclement Weather

Local TV Stations will broadcast school closings for Hogan Preparatory Academy. We will also communicate it through our district website (hoganprep.net) as well as social media.; it is the responsibility of the parent/guardian to ensure the school has updated contact information on file.

Transportation

Hogan provides bus transportation to and from school. Students should arrive at their stop at least five minutes early. Students must ride their assigned bus and get off at their designated stop; students are not permitted to ride the bus with other students or family members unless an extenuating circumstance is approved by administration in advance. A signed Transportation Agreement must be on file for bus riders. Students are expected to maintain appropriate behavior on buses; consistent misbehavior will result in suspension or removal from Hogan transportation. Similarly, parents are expected to maintain an appropriate standard of communication with bus drivers. Under no circumstance should parents board a school bus. Parental behavior that impedes the safety of students or violates the standard of professional communication will result in the student's suspension or removal from Hogan transportation.

Car riders are released by Hogan staff at the following time per school:

- High School: 2:15 PM
- Middle School: 3:15 PM
- Elementary School: 4:15 PM

Parents should wait in the car rider line and follow the school's procedure for releasing students. Students who are picked up from school should be picked up no later than 2:30 PM (HS), 3:30 PM (MS) and 4:30 PM (ES) respectively. Consistent late pick-ups will be addressed by administration.

All students will have one primary method of transportation; this is how the students will get home on a daily basis. Changes to student's primary mode of transportation should be made by phone or written letter to the office or teacher no later than 3:30 PM. **Changes will not be made by verbal communication from children.** For safety reasons, changes received after 1:00 PM may not be honored. Failure to honor this policy may result in loss of transportation privileges to ensure safety and clarity for staff and students at dismissal.

We strive to get every child home safely and keep careful records. Please help us by making any transportation changes by phone or written note to the main office (not the teacher's cell phone or

HOGAN

PREP ACADEMY

email) before 3:30 P.M. Emergency situations will be addressed by administration. Refusal to honor this policy may result in loss of transportation privileges to ensure safety and clarity for staff and students at dismissal.

Field Trips

Field trips are an effective and worthwhile means of learning. Permission slips will be sent home to attain parent/guardian approval. If these slips are not returned by the assigned day, the student will not be allowed to attend. Students are expected to honor the school's Code of Conduct in order to attend field trips. Any parent/guardian volunteers (if needed) on field trips must fill out a volunteer form and be cleared through Human Resources before attending.

School Expectations

Student Code of Conduct

Hogan Preparatory Academy has adopted the Positive Behavior Interventions Supports (PBIS) as its discipline framework. In addition, we have incorporated Restorative Practices. Our behavior management philosophy is as follows:

PBIS and Behavior Management Philosophy

Students will graduate with a distinct competitive advantage by developing the necessary social behaviors needed to find post-secondary success. By using the PBIS model, we set clear expectations, provide support in meeting those expectations, and encourage students to exhibit those positive social behaviors in their classrooms, buildings, and communities.

Restorative Practices

Hogan recognizes the effectiveness of positive behavior interventions and supports restorative practices and progressive disciplinary measures that help build positive relationships. These interventions are a shift away from harsh and punitive disciplinary responses. Instead, they attempt to educate students about the harm caused by their actions, while seeking to reunite them with the school community.

School Discipline

The Student Code of Conduct is designed to foster student responsibility for the rights of others, promote an atmosphere of academic achievement, and ensure the safe and orderly operation of HPA. No code can be expected to list each and every offense which may result in the use of disciplinary action. Ultimately, consequences are imposed based on the discretion of the Hogan administration.

HOGAN

PREP ACADEMY

- This behavior matrix cannot be expected to identify all behaviors and consequences. Final consequence decisions are up to the administrator's discretion.

Discipline Matrix		
Classroom Managed	Office Managed	Superintendent Referral
<p style="text-align: center;"><i>Behavior</i></p> <ul style="list-style-type: none"> • Disruptive Behavior • Excessive Talking • Tardies • Cheating/Plagiarism • Minor Tech Misuse • Minor Dishonesty • Minor Stealing • Unprepared for class • Obscene Language (Language that is not appropriate in the school setting). • Play Fighting • Unsafe Physical Behavior (jumping, running, etc.) • Unprepared for class • Obscene Gestures • Dress Code Violation • Threats/Intimidation • Bullying (Intentional repeated use of bodily acts to gain power over peers. Targeted a student’s sense of self with the goal of hurting or diminishing their standing with peers. • Bullying/Harassment (including on the basis of race, color, national origin, sex, disability, and religion.) • Insubordination (Overt and immediate refusal to follow a direction of a teacher). 	<p style="text-align: center;"><i>Behavior</i></p> <ul style="list-style-type: none"> • Skipping Class • Tech Misconduct • Major Tech Misuse • Major Dishonesty • Fighting (Mutual participation in an incident involving physical violence; minor/ major injury) • Vandalism (intentional conduct resulting in the destruction of or damage to property) • Bullying/Harassment (Chronic) • Bulling/Harassment (including on the basis of race, color, national origin, sex, disability, and religion.) • Theft (Using or taking property of another person or school district property without rightful ownership or permission). • Sexual Harassment (Unwelcome sexual remarks or advances, requests for sexual contact or favors, or other physical, verbal or graphic conduct that is severe, persistent or pervasive enough to create a intimidating or hostile learning environment) • Insubordination (Overt and/or repeated immediate refusal to follow a direction of a teacher, staff member, or administrator.) 	<p style="text-align: center;"><i>Behavior</i></p> <ul style="list-style-type: none"> • Physical Abuse to Staff (Touching or striking a staff member against his or her will; intentionally causing bodily harm to a staff member) • Possession or distribution of drugs/alcohol • Major Theft (\$1000+) • Sexual Harassment • Vandalism (\$1000+) • Arson • Possession/Use of Weapon according to the Safe Schools Act.



Possible Interventions/Consequences

Hogan Prep follows the guidelines of the Missouri Safe Schools Act. Pursuant to the Gun Free Schools Act, possession of a gun or explosive device at school or at a school event will result in expulsion. Administration reserves the right to deviate from the matrix as needed. Not following expectations in ISS will result in additional days of ISS or OSS. Students with an IEP will be handled on an individual basis.

<i>Classroom Managed</i>	<i>Office Managed</i>	<i>Superintendent Referral</i>
<ul style="list-style-type: none"> ● Re-teach ● Verbal correction ● Re-direct ● Verbal reflection ● Document minor incident ● Written behavior reflection ● Call/note to parent ● Private conversation ● Seat Change ● Parent Conference ● Positive Reinforcement ● Progress sheets ● Restorative practices 	<p>Parent contact, up to and including 5 days OSS, behavior contract</p> <ul style="list-style-type: none"> ● Administrator investigates ● Student conduct recorded (written report) ● Administrator determines intervention ● Administrator provides feedback to staff and parents ● Schedule change ● Restorative practices 	<p>Parent contact, up to and including 5-10 days OSS, behavior contract. Immediate 10 days OSS and recommendation for suspension up to or including expulsion.</p> <ul style="list-style-type: none"> ● Administrator investigates ● Possible suspension or expulsion ● Police Investigation ● Substance abuse counseling program.

Discipline Appeal

Building suspensions of 10 days or fewer cannot be appealed. Suspensions between 11 and 180 days require a hearing with the superintendent. A superintendent's suspension of 11 to 180 days can be appealed to the board of directors. Written notice of a desire to appeal a superintendent's suspension must be received by an administrator within 7 days of the suspension. The board of directors has the sole authority to expel students from Hogan Preparatory Academy for more than 180 days.

School Property

Textbooks and library books are to be treated with care by the students, used wisely, and returned in good condition when the assignment or course is concluded. The student to whom a textbook or library book is issued will be held responsible for its return in good condition. A fine or replacement cost may be assigned if books are lost or damaged.



Bullying

Hogan Prep believes that all students are entitled to work and study in school-related environments that are free of harassment, intimidation and bullying. A safe and civil environment in school is necessary for our students to learn and achieve high academic standards. Harassment, intimidation or bullying, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and our ability to educate students in a safe environment and therefore will not be tolerated. If you have been the victim of bullying or have witnessed the bullying of a Hogan student, complete the report form at the end of this handbook and submit it to administration.

Corporal Punishment

Corporal punishment will not be used at HPA. However, the Hogan Preparatory staff will take reasonable measures to restrain students who are endangering themselves or others.

Drug Free School Policy

The Hogan Schools are concerned with the health, welfare and safety of its students. Therefore, use, sale, transfer, distribution, possession or being under the influence of unauthorized prescription drugs, alcohol, narcotic substances, unauthorized inhalants, controlled substances, illegal drugs, counterfeit substances and imitation controlled substances is prohibited on any district property, in any district-owned vehicle or in any other district-approved vehicle used to transport students to and from school or district activities. This prohibition also applies to any district-sponsored or district-approved activity, event or function, such as a field trip or athletic event, where students are under the supervision of the school district. The use, sale, transfer or possession of drug-related paraphernalia is also prohibited.

For the purpose of this policy a controlled substance shall include any controlled substance, counterfeit substance or imitation controlled substance as defined in the Narcotic Drug Act, § 195.010, RSMo., and in schedules I, II, III, IV and V in section 202(c) of the Controlled Substances Act, 21 U.S.C. § 812(c). Students may only be in possession of medication as detailed in Board policy JHCD. Searches of persons reasonably suspected to be in violation of this policy will be conducted in accordance with Board policy.

Any student who is found by the administration to be in violation of this policy shall be referred for prosecution and subject to disciplinary action up to and including suspension, expulsion or other discipline in accordance with the district's discipline policy. Strict compliance is mandatory. The school principal shall immediately report all incidents involving a controlled substance to the appropriate local law enforcement agency and the superintendent. All controlled substances shall be turned over to local law enforcement.



Positive Behavior Matrix		
Classroom	Office Referral	Superintendent Referral
<p><i>Behavior</i></p> <ul style="list-style-type: none"> • Showing respect to teachers, students, and school staff. • Showing scholarship: actively listening, engaged, and participating in classroom activities and assignments. • Taking ownership and responsibility for learning. • Showing kindness . • Maintain positive behavior • Classroom Leadership 	<p><i>Behavior</i></p> <ul style="list-style-type: none"> • Exemplary behavior outside of school. • School Leadership • School-wide awards 	<p><i>Behavior</i></p> <ul style="list-style-type: none"> • City Recognized • Exemplary recognition outside of school. • District Wide awards • Positive Media Attention • District Student Leader

Academics

Academic Expectation

At Hogan Preparatory Academy academic excellence is essential to the development of the whole person. High expectations and excellence in academic performance are the standards. Students are expected to return work completed and on time.

Homework

Homework is a shared responsibility among students, parents/guardians, and teachers. Homework offers valuable practice time and encourages independent study habits. It also provides parents an opportunity to see academic material related to the student’s daily instruction and his/her level of independence and mastery with that material. Students should expect 10 minutes of homework per night, per grade level (for example, Kindergarten – 10 minutes, 1st grade – 20 minutes, etc.) Monday through Thursday.



Honor Roll

A student with a term grade point average (GPA) of 3.0 or higher, with no grade below a "C", is eligible for the Honor Roll. A student with a term GPA of 3.5 or higher, with no grade below a "C", is considered eligible for the Principal's Honor Roll.

Report Cards

Report cards are mailed to the parent/guardian at the end of each semester. Only grade cards sent out in January and June become a permanent part of the student's record. In addition to grade cards, the parent may sign on the PowerSchool in order to check the progress of their students at any time. It is always the responsibility of the parent and student to communicate with each other about progress. A parent may call or email their child's advocate or teacher and leave a message to communicate about a particular class.

Grading Policy

- Learning is our core purpose.
- Effective teaching is the most essential factor in student learning.
- Meaningful and specific feedback moves the learning process forward.
- Students are graded on their achievement of instructional outcomes. Work habits such as class participation and attendance are recorded separately.
- Hogan Prep is committed to ensuring that every student learns and succeeds.
- Report cards serve as a record holder of students' academic progress. They are also a communication tool for families, so they have formal documentation of their child's learning progress. For these reasons, report cards should be in a format that is clear, easy to understand, and universally acceptable.

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PREP ACADEMY

Grade Weights and Percentages

Grading Scale		
Grade	Percentage	Weight
A+	97-100%	4.00
A	93-96%	4.00
A-	90-92%	3.67
B+	87-89%	3.33
B	83-86%	3.00
B-	80-82%	2.67
C+	77-79%	2.33
C	73-76%	2.00
C-	70-72%	1.67
D+	67-69%	1.33
D	63-66%	1.00
D-	60-62%	0.67
F	< 60%	0.00

Academic Intervention and Support

A student will receive academic intervention and support if he/she fails more than one class in a semester. This will include academic monitoring and may be required to:

- Participate in a meeting with a parent/guardian, administrator, and advocate.
- Suspend participation in all extracurricular activities until at least progress report time.
- Participate in academic tutoring sessions.
- Students will receive wrap around services to promote each student's success



Permanent Records

A complete academic and attendance record of every student who has attended Hogan Preparatory Academy is kept in the school office. The records contain information the student will need should they transfer to another school. This information is available by law for parents to view, typically within 24 hours. Records requested to be sent from Hogan to another academic institution will be processed within 72 business hours.

At the end of every quarter, parents will receive a report card. Parents will be given the report card for 1st and 3rd quarters at Parent-Teacher conferences. Second quarter report cards will be sent home with students, and 4th quarter report cards will be mailed.

PowerSchool

Power School is Hogan's student information system. Parents/Guardians and students are issued IDs and passwords where individual students' grades and attendance can be accessed. Please contact the front office at each building to gain access to the system. Visit hoganprep.powerschool.com to access the Power School link.

Confidentiality

Student records will be confidential. Staff will be notified on a "need to know" basis concerning pertinent information in students' records. A written request from the legal guardian must be completed listing the names of who may receive the student's records. Photo identification must be provided when picking up student information.

Promotion and Retention

Hogan students will be promoted on the recommendation of the classroom teacher and approval of administration. The classroom teacher will base his/her recommendation upon the following criteria:

1. Mastery of at least 70% of Missouri Learning Standards in English Language Arts and Mathematics on grade level unit assessments. Parents may request a copy of the standards at any time.
2. Reading within one-half year of his or her grade level as measured by the STAR reading and/or Teacher's College diagnostic reading assessment or making above average growth toward that goal.

HOGAN

PREP ACADEMY

3. Maintain an overall 90% attendance rate. All absences (including suspension), tardy arrivals, or early departures are factored into overall attendance rate, whether excused or unexcused.
4. Standardized test scores, grades, social/emotional development, birthdate, and other pertinent data will also be considered in determining promotion.

The decision to retain a student is a process that the Hogan staff follows to ensure the best interests of the student. Newly enrolling students may be asked to take an academic screening to determine students' strengths and areas for academic growth. Appeals may be made to the superintendent, who will make the final decision on any placement decision.

Title I Tutorial Services

Title I is a federally funded program approved by the Missouri State Department of Education. Title I services are available for eligible students in the elementary schools. Students may participate in small group tutorial activities in reading to reinforce the basic skills taught in the regular classroom. The Title I teacher and classroom teacher work cooperatively to plan supplemental activities in these two subject areas. Our district is required to inform you of certain information that you, according to The Elementary and Secondary Education Act (ESEA), have the right to know. Upon your request, our district is required to provide to you in a timely manner, the following information:

- Whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
- Whether the teacher is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived.
- Whether your child is provided services by paraprofessionals and, if so, their qualifications.
- What baccalaureate degree major the teacher has and any other graduate certification or degree held by the teacher, and the field of discipline of the certification.

In addition to the information that parents may request, districts must provide to each parent –

- Information on the achievement level of the parent's child in each of the state academic assessments as required under this part; and
- Timely notice that the parent's child has been assigned, or has been taught for four or more consecutive weeks by a teacher who is not highly qualified.



Extra Curricular Activities

Hogan Preparatory Academy offers students a wide variety of extra curricular activities in order to explore their interests and talents.

The Student Council

The Student Council provides a bridge between students and administration. Membership is composed of elected class officers and elected class representatives. Activities sponsored by Student Council include Leadership Workshops, Student Support Groups, and planning student events at the school. Must have a 2.5 GPA in the previous semester.

Future Leaders of Tomorrow

Future Leaders of Tomorrow provides an opportunity for students to increase their capacity in demonstrating leadership skills in the building and in the community. Members are selected through an application process. They are responsible for assisting new students to the building, advocating for student choice to administration, and giving feedback about various things in the school.

Sports

Sports provide opportunities for students to showcase and increase their athletic and leadership skills.

- *Football* - Fall
- *Volleyball* - Fall
- *Cheerleading* - Fall/Winter
- *Basketball* - Winter
- *Track and Field* - Spring
- *Wrestling*- Winter

Students who are on the suspension list will not be allowed to attend or participate. Students must have at least a day of attendance following a suspension to attend or participate in extracurricular activities.



Academic Eligibility

A student that fails more than one (1) class in the preceding semester is not eligible to participate in extracurricular activities. Any student representing Hogan Preparatory Academy in an extracurricular activity or as a candidate for school honors must, at a minimum, fulfill the requirements of both Hogan Preparatory Academy and the Missouri State High School Activities Association (MSHSAA). Student must pass 80% of classes the prior semester in order to meet eligibility requirements.

Student Health Information

Medical Information

Medical Forms – Each student must have a Medical Form on file.

Illness - Sick children should not come to school. Students with a temperature above 100.0 degrees or who have thrown up will be sent home, and must be fever-free without medicine for 24 hours before returning.

Allergies - A child that is allergic to any food must have a doctor signed form on file.

Immunizations – All students are expected to comply with Missouri state immunization law. It is the responsibility of the parent/guardian to ensure proof of up-to-date immunizations are on file. If immunizations are not on file and in compliance, students may not attend school.

Medical Emergencies - In the case of a medical emergency, every effort will be made to contact the parent/ guardian listed on the student information form. If the parent/guardian cannot be contacted, an administrator (or designated school official) will secure medical assistance as necessary. Hogan will not be responsible for any financial costs or liability due to the absence of a parent/guardian. It is the parent/guardian's responsibility to provide accurate, current contact information and necessary written permission statements.

Medical Assistance

It is strongly encouraged that prescription and non prescription medications be dispensed by the student's parent/guardian before and/or after school. If it is necessary for a student to take medication during school hours, the parent/guardian must provide a written doctor's order (Medication Form) and the medication must be in the original container with the prescription label

HOGAN

PREP ACADEMY

attached. All prescription and nonprescription medication must be kept in the main office at the high school. It is the student's responsibility to come to the appropriate office to take the medication. A log will be kept of the date and time(s) medication is dispensed.

In the case of a medical emergency every effort will be made to contact the parent/guardian listed on the student information form. If the parent/guardian cannot be contacted, an administrator (or designated school official) will secure medical assistance as necessary. Hogan Preparatory Academy will not be responsible for any financial costs or liability due to the absence of the parent/guardian. It is the parent/guardian's responsibility to provide accurate contact information and necessary written permission statements.

Medical Administration

Giving of medicine to children during school hours shall be restricted to necessary medication that cannot be given on an alternate schedule. When medication is to be administered by school officials, the medicine must be in the original container with a label affixed by a pharmacy, with the prescriber's name, student's name, and name and dosage of medication. In addition, a Parent Request must be filled out and signed by the parent. Nonprescription drugs may only be given with written orders from a parent or physician detailing the name of the student, the name of the drug, dosage, and time interval that the drug is to be given, as well as stating the medical condition for which it is given. The parents of the child must assume responsibility for informing school personnel of any change in the child's health or change in medication. School personnel will not administer the first dose of any medication.

***Students are not allowed to carry prescription or over the counter medications; this includes inhalers.*

Student Health Records

Student's records will be confidential. A written request from the legal guardian must be completed listing the names of who can receive student records. A photo ID must be provided at time of pickup of information or student.

Communicable Diseases

Missouri law requires that students with a contagious disease be excluded from school until medical clearance is received. Students must be without fever (100.0 F or above) or other flu-like symptoms for 24 hours without medicine before returning to school.



Parent Involvement

Parent Involvement

Throughout this handbook, there is important information for parents/guardians, and families to understand about the policies, procedures and academic education of Hogan students. Parents, guardians and families of students attending Hogan Preparatory Academy can make a difference by being involved with the school. Families are also encouraged to volunteer their time at the school and to support Hogan's athletic teams and extra curricular activities. To be involved and share your time and talent with the school, please contact the front office.

Parent-Teacher Conferences

It is expected that all parents will attend Parent-Teacher/Family Advocacy conferences in the fall and spring of each year after the end of the first quarter (Wednesday, October 28th and Thursday, October 29th) and during third quarter (Thursday, March 24th and Friday, March 25th). These times are set aside for you to check in with your student's Advocate and other teachers, but parents are encouraged to be in contact and visit with teachers whenever they would like.

Parent Rights

Parents' Rights under "Every Student Succeed Act" (ESSA)

Upon your request, our district is required to provide to you in a timely manner, the following information:

- Whether a teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
- Whether a teacher is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived.
- What baccalaureate degree major a teacher has and any other graduate certification or degree held by the teacher, and the field of discipline of the certification.
- Whether your child is provided services by paraprofessionals and, if so, their qualifications.

In addition to the information that parents may request, districts must provide to each parent:

- Information on the achievement level of the parent's child in each of the state academic assessments as required under this part.
- Timely notice that the parent's child has been assigned, or has been taught for four or more consecutive weeks by a teacher who is not highly qualified.



Family Resources

Family Educational Rights and Privacy Acts (FERPA)

The Family Educational Rights and Privacy Act (FERPA) affords you certain rights with regard to the education records of your children. If you are a student who is at least eighteen years old, FERPA affords you, not your parents, these rights. Under FERPA, these are your rights:

- You have the right to inspect your child's education records.
- You have the right to ask for an amendment to any of your child's education records which you believe to be erroneous, misleading, or an invasion of your or your child's privacy.
- Personally identifiable information from your child's education records can only be disclosed to third parties outside this school or school district with your express written consent, except to the extent that FERPA allows for such disclosures without your consent. One of FERPA's exceptions allows for such disclosures to school officials who have legitimate educational interest in having access to personally identifiable information in your child's education record. School officials include contractors or other parties to whom the district has outsourced services. A school official has a legitimate educational interest if he or she needs the information in order to perform some aspect of his or her job.
- If you believe that Hogan Preparatory Academy has violated your FERPA rights, you have the right to file a complaint with the United States Department of Education, Family Policy Compliance Office, 400 Maryland Avenue, SW, Washington DC 20202.

McKinney Vento Homeless Services

Students in transitional housing are eligible to receive support services through the McKinney Vento federal aid program. For more information please contact a teacher, administrator, or the student support services coordinator.

Foster Care Support

Students in foster care are eligible to receive support services. For more information please contact a teacher, building administrator, or the student support services coordinator.



Counseling Services

Counseling services are available as needed. For more information, please contact a teacher, administrator, or social worker.

Reporting Abuse or Neglect

Any school official or employee who has reasonable cause to know or suspect that a child has been subjected to abuse or neglect or who has observed the child being subjected to circumstances or conditions which would reasonably result in abuse or neglect, as defined by statute, shall immediately report or cause a report to be made to the appropriate county department of social services or local law enforcement agency.

Board Policy 2710

The Board believes that school staff members are in a unique position to assist children, families, and the community in dealing with the issue of child abuse and neglect. In addition, school employees are required by law to report instances of suspected child abuse when the employee has reasonable cause to suspect that a child has been or is likely to be abused or neglected.

Child abuse is defined as any physical injury, sexual abuse or emotional abuse inflicted on a child other than by accidental means.

Neglect is defined as the failure to provide the proper or necessary support, education, nutrition or medical, surgical or other care necessary for the child's well being.

School employees who know or have reason to believe that another School employee has sexually or physically abused a student have an additional duty to notify their immediate supervisor immediately.

Complaints

Standard Complaint Resolution Procedures For Title Programs under the Every Student Succeed Act (ESSA)

A complaint is a formal allegation that a specific federal law or regulation has been violated, misapplied, or misinterpreted by school personnel or by DESE personnel.

Any individual or organization may file a complaint. Such a complaint must be in writing and signed; it must provide specific details of the situation and indicate the law or regulation that is allegedly being violated, misapplied, or misinterpreted. The written, signed complaint can be submitted to the



Superintendent of Hogan Preparatory Academy or to DESE. If the issue cannot be resolved at the local level, the complainant may appeal to DESE.

Anyone wishing more information about this procedure or how complaints are resolved may contact the Superintendent of Hogan Preparatory Academy.

Elementary School Information

Location

2803 E. 51st St.
Kansas City, MO 64130
(816) 444-5010

Administration

Avanti McDowell- Principal
Brian Childs- Assistant Principal
Jessica Garcia-Administrative Assistant

Building Hours

The school day begins at 9:00 A.M. and ends at 4:00 P.M. Breakfast is served in the classroom from 8:40-9:00 A.M. Students eating breakfast should arrive by 8:40 A.M. Students who arrive after 9:30 A.M. are tardy and must sign in at the front desk. Office hours are from 8:00 A.M until 4:30 P.M. Monday through Friday.

Electronics

If at all possible, students should not bring cell phones or other electronic devices to school. If brought to school, they should be powered off and stored in students' backpacks or lockers, not in pockets, coats, desks, or a secure place identified by staff. HPA is not responsible for lost, broken, or stolen devices, including cell phones.

Please do not attempt to contact your child on his/her cell phone during the school day. Hogan staff retains the right to confiscate any phones or electronic devices that are visible and placed in a secure location until the end of the school day. If the problem continues, a meeting with administration or staff will be required.



Lost and Found

Hogan Preparatory Academy is not responsible for lost or misplaced personal items, including electronic devices. Personal items should be labeled with the student's first and last name for easy identification in the event of loss. If your child has lost something, please have him or her ask the teacher to visit the Lost and Found in the office. Students must have permission to visit the Lost and Found.

Uniform Policy

Students are expected to be in uniform each day. The HPA uniform consists of:

- Khaki, black, or navy blue pants, shorts, skorts, or jumpers - fingertip-length
- White or maroon polo shirts with the official Hogan Preparatory Academy logo, tucked in
- Shirts, both short and long sleeves (only white, maroon, black or gray) may be worn under Hogan uniform shirts; students will be asked to remove any other colored t-shirts.
- Students may wear a solid color maroon, white, navy, or black sweatshirt or sweater to class (no writing/advertisements or other colors)
- Students may wear solid color maroon, white, navy, or black tights/leggings under approved Hogan shorts, skorts, or jumpers.
- Prohibited attire: denim or denim-like fabrics, flip flops, house slippers, tank tops, sleeveless shirts, hooded sweatshirts, bandanas, other non-religious head coverings, and other apparel deemed inappropriate by administration
- On official dress down days, nothing with holes, fraying, or rips may be worn; no attire that advertises or displays an illegal substance or act, advertisements for alcoholic beverages or tobacco, and attire that is profane/obscene in nature or inappropriate for school.

Middle School Information

Location

6409 E. Agnes
Kansas City, MO 64133
(816) 444-4479

Administration

Kelsey Jinkens- Principal
Jerome Bobbitt- Assistant Principal
Kira Morrison- Administrative Assistant



Cell Phones/Electronic Devices

All electronic devices must be stored in student assigned lockers. Cell phones should not be utilized during instructional time. Student messages should be sent through the front office instead of through student cell phones.

Lockers and Locks

Students should use their designated lockers to store and lock all personal materials.

Lost and Found

Hogan Preparatory Academy is not responsible for lost or misplaced personal items. Students should check the lost and found before or after school or with permission from an adult. Items in the lost and found will be cleaned and donated monthly.

Uniform Policy

Students are expected to be in uniform each day. The HPA uniform consists of:

- Khaki, black, or navy blue pants, shorts, skirts, or jumpers - fingertip-length.
- White or maroon polo shirts with the official Hogan Preparatory Academy logo, tucked in • Shirts, both short and long sleeves (only white, maroon, black or gray) may be worn under Hogan uniform shirts; students will be asked to remove any other colored t-shirts. Long sleeve uniform shirts can be purchased from the office.
- Students may wear a Hogan jacket inside the building during school hours. No other jackets may be worn.
- Students may wear solid color maroon, white, navy, or black tights/leggings under approved Hogan shorts, skirts, or jumpers.
- Prohibited attire: denim or denim-like fabrics, flip flops or open toed or open back shoes of any kind, house slippers, tank tops, sleeveless shirts, hooded sweatshirts or jackets, bandanas, other non-religious head coverings, and any other apparel deemed inappropriate by administration.
- On official dress down days, nothing with holes, fraying, or rips may be worn; no attire that advertises or displays an illegal substance or act; advertisements for alcoholic beverages or tobacco; and attire that is profane/obscene in nature or inappropriate for school.



High School Information

Location

1221 E. Meyer Blvd
Kansas City, MO 64131

Administration

Edwin Wright - Principal
Phil Lascuola - Assistant Principal/Athletic Director
Kelli Jackson - Administrative Assistant
Kendra Young - Administrative Assistant

Building Hours

Hogan Preparatory Academy is open from 6:30 am to 7:30 pm. Students involved in extracurricular activities or tutoring must be with a sponsor, coach, or staff member. The main office is open from 7:00 am to 3:00 pm.

Cell Phones/Electronic Devices

Students are asked to keep their phones in their locker or put away during class time. Students are allowed to use cell phones during passing periods and in the cafeteria (during their lunch shift). However, NO picture-taking and/or recording is allowed. Misuse of electronics will result in a usage contract. Please route all student communication to the front office.

** Hogan Preparatory Academy is not responsible for loss or theft of any electronic device.*

Lockers and Locks

Students will be assigned a locker with a lock. It is the students responsibility to know their locker combination and not to share it with other students. Any lock that must be cut off for any reason must be replaced and the student will be charged \$7.00. All locks must be school issued locks. Students are to use their own locker and not share with another student. Students and parents/guardians must be aware that a student's locker is school property and may be searched by school Administration at any time without notice or warning. Personal property should be kept in lockers. Hogan is not responsible for lost or missing items.



Student ID

All students must wear their ID badge while at school. All replacement ID Badges MUST be paid for in cash at the time of purchase.

Dual Credit College Course

Dual Credit courses are open to all students who qualify for them.

Course Change Request

All changes must be completed by the end of the 2nd week of the term. Hogan Preparatory Academy has the right to deny a request for a change in courses.

Uniform Policy

Students are expected to be in dress code at all times during school hours.

- Solid Pants
- Hogan Shirt

Parking

Students are to park in the west parking lot. Parking behind the school is reserved for staff. Parking is not permitted on the front and back driveways by order of the KCMO Fire Department. Loitering in the parking lot is not allowed. Students that aren't involved in an after school activity need to leave the parking lot 10 minutes after dismissal. Parking privileges may be revoked by administration for unsafe driving or illegal activity.

Virtual Learning

We realize that many families have been impacted medically, physically, and emotionally by the COVID-19 pandemic and believe that their children's education could be better met through a virtual platform. Virtual instruction will align with all state and district standards and guidelines and will parallel the rigors of the daily instruction delivered in our district school buildings. Although we cannot offer everything that is offered in our traditional schools, students in grades K-12 will receive what they need to further their education. Some lessons will be synchronous (the teacher delivering a live lesson or the students are participating in live discussions), and some lessons will be asynchronous (students working independently accessing work previously created.)

**Due to the nature of virtual learning, portions of this handbook may be specific to in-person teaching and learning.*



Technology Agreement

Hogan Preparatory Academy Parent and Student Technology Agreement

Student Name		Grade Level	
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1. Introduction

Hogan Preparatory Academy believes that technology resources are a tremendous source of information that provides countless opportunities for students and staff.

This policy provides guidelines and expectations for students and families who are issued district devices. The use of this equipment is meant to enrich the learning experience for the student as they work to acquire the necessary skills and knowledge to become successful in school and in life. To that end, only the student may use a school provided device.

When using a school provided device at home, students must adhere to the same standards as if they were using the device at school. Students must continue to follow the technology use policy found in this document.

Type of Device:

Chromebook Serial No:	
Tablet Serial No:	
Hot Spot Serial No:	
Other:	

2. Guidelines and Rules for Use of School Provided Devices.

Our technology devices are an educational investment to enrich the learning experience for students. For this reason:

- Students are expected to take care of the device and power adapter cord during home use.

HOGAN

PREP ACADEMY

- Parents and students must read and agree to all policies and procedures for use, care and maintenance of the device(s).
- Students and parents must pay a \$50 refundable user care and repair fee. Should your device require repairs during the school year, those costs will be deducted from your refundable deposit.
- If a student withdraws from the District, the student must turn in the Chromebook, adapter and cord on the last day of attendance by. Failure to return the Chromebook, adapter, or cord either at the end of the school year or when withdrawing from the District will result in a fee of up to \$250 to cover the replacement cost. In addition, the District may file a report of stolen property with local law enforcement if not returned.

Estimated Repair Costs (subject to change) Payments of repair/replacement costs will be made through the school main office by appointment only. Below are sample replacement costs:

Description	Replacement Cost
Broken Keyboard	\$25
Broken Screen	\$25
Missing Power Adapter Cord	\$15
Replacement Cost of Device	\$250

3. Parent Agreement:

- I understand that I am responsible for this device and for my student’s use of this device at home while the school is temporarily closed;
- I understand that the use of this device is intended for the continued education of my child; and
- I will comply with the Student Acceptable Use Policy of the school.

I agree to:

- ensure my student is using the device in a safe and secure manner;
- apply the same standards of behavior and conduct as are expected in the school, classroom, or other district setting;
- monitor the activity to be sure the device is being used for educational activities and learning, and for other purposes as permitted by the school administration only;
- comply with all laws, Board policies, and administrative guidelines regarding the use of copyrighted materials;
- keep the device in good condition by my student and that it is not damaged, lost or stolen; and
- keep usernames and passwords confidential.

HOGAN

PREP ACADEMY

I understand that I am financially responsible for the device issued if it is lost, damaged or stolen and I will pay for any damage and/or replacement of the item. I understand that the device is to be returned to the school immediately upon the day school reopens.

STUDENT:

Student Name (Printed)	
Student Signature	
Date	

PARENT:

Parent/Guardian Name (Printed)	
Parent/Guardian Signature	
Date	
Parent/Guardian Phone Number	
Parent/Guardian Email Address	
Deposit Amount Collected	
Deposit Paid By (Cash or Credit)	
Additional Notes:	



Student Technology Agreement

Hogan Preparatory Academy

Student Technology Agreement

Students have the privilege of using different forms of technology at Hogan to enhance learning. Students are responsible for understanding and following the technology expectations below. Please review this agreement related to the use of technology at Hogan Prep High School. Place your initials next to each expectation and sign below so you can begin using technology right away!

Student's Daily Responsibilities

I understand my daily responsibilities.

Student initials _____

- Devices should be used for educational purposes only.
- Devices should never be left unattended.
- Students should only use their assigned device.
- Always place devices on a stable surface when using.
- Keep food and drink away from devices at all times.
- Maintain battery life of device (charge regularly).
- Devices should be stored and maintained according to must be checked in and checked out daily according to classroom procedures.

Digital Citizenship

I understand how to be a good citizen with technology.

Student initials _____

- Visit only websites approved by the teacher or directly related to the topic the teacher assigns.
- Stay on task during class time and use devices only for activities the teacher approves.
- If you accidentally visit a website or app that is not approved, let the teacher know immediately.
- Devices are your responsibility. Only use the device assigned or asked of you by the teacher.

Unacceptable Behavior

I know what behavior is not appropriate with technology.

Student initials _____

It is unacceptable to take, send, or view pictures, websites or movies that are not related to classroom instruction.

- It is unacceptable to intentionally damage a device in any way.
- It is unacceptable to use a device that is assigned to another student.
- It is unacceptable to access or change any settings on the devices.
- It is unacceptable to share my username and password with anyone.

We have reviewed, understand, and agree to follow this Technology Agreement.

HOGAN

PREP ACADEMY

Student Name (Printed)			
Student Signature			
Date		Grade	



Forms

Bullying Incident report

BULLYING INCIDENT REPORT FORM

If you have been the target of bullying or have witnessed the bullying of a Hogan student, complete this form and submit it to the building principal.

Date Filed:	Your Name:	Phone Number(s):
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You are a:

Student	Parent	Employee	Volunteer
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Date(s) of alleged bullying:

Name of student(s) subjected to bullying:

Person(s) alleged to have committed the bullying or harassment:

Summarize the incident(s) or occurrence(s) of bullying as accurately as possible. Attach additional sheets or use the back side of this form, if necessary.

HOGAN

PREP ACADEMY

Name of Witnesses:

--

Have you reported this to anyone else: Yes No. If so, who?

*Signature of Complainant

--

Students have the right to complete this form anonymously. However, it will be easier for administration to investigate this matter if as much information as possible is provided.

HOGAN

PREP ACADEMY

This Section is for use of District Administration:

Date Received by Principal

Investigative Action taken:

Result of Investigation/Action taken:

Signature of Principal:



Permission for the Administration of Medication

Student Health Services SHS-1 Form

AUTHORIZATION TO GIVE MEDICATION AT SCHOOL

PARENT MUST SUPPLY MEDICATION TO BE STORED AT SCHOOL

This form must be completed if medication has to be administered during the school hours, on field trips, or during a school chaperoned “before” or “after” school activity. A parent must supply the medication to be stored at school. Please **DO NOT** send the medication to school with the students. **Please give all medication at home before or after school hours when possible as some medication may not need to be given during school hours.**

Student Name: _____ DOB: _____ School Year: _____

Homeroom Teacher: _____ Grade: _____ Known Allergies: _____

I hereby request Hogan Preparatory Academy School District, through the Principal or designee, to supervise/assist with administering this medication to my child, according to the instructions contained in the statement below in accordance with the Hogan Preparatory Academy Schools’ Medication Policy. I understand the following:

Medications (both prescription and non-prescription) **MUST** be in the original labeled container (no baggies, foil, etc.) and must match the instructions.

The parent/legal guardian is responsible for assuring the school receives the specific instructions regarding medication usage, including the medication and related equipment.

The parent/legal guardian is responsible for informing the school of any changes with the medication. New medications or new doses **WILL NOT** be given until a new form is completed.

All medication should be taken directly to the school office/school clinic by the parent.

All unused or discontinued medication will be properly disposed of at the end of the school year if not picked up prior to or on the last day of school.

Medications that have been discontinued must be picked up within one week or will be properly disposed of by an administrator or designee.

School employees will not assume any liability for supervising or assisting in administering of medication (to include choking, allergic reactions, side effects, and/or any health risks related to this medication).

HOGAN

PREP ACADEMY

Completion of this form for prescription medication authorizes the principal or the designee to discuss the medication order/request with the prescribing healthcare provider if indicated and/or needed.

I release Hogan Preparatory Academy School District and any Hogan Preparatory Academy employee from any liability associated with administering this medication. Parent/Legal Guardian authorization signature is needed for both prescription and non-prescription medications.

Parent/ Legal Guardian Name			
Printed Name Legibly:		Date:	
Home Phone:		Cell Phone:	
Email:		Work Phone:	

ONE MEDICATION PER FORM- SUBMIT FORM TO THE FRONT OFFICE

NON-PRESCRIPTION MEDICATION (to be completed by Parent/Legal Guardian)

Medication Name:		Diagnosis/Condition/Illness Requiring Medication:
Start Date:	Stop Date:	Dosage, Route and Time(s) of Administration:

HOGAN

PREP ACADEMY

PRESCRIPTION MEDICATION- (This Section MUST be completed by a Physician/Healthcare Provider ONLY)

Medication Name:	Prescribed Dosage:
Possible Side Effects:	Route, Time and Other Special Instruction of Administration:
Diagnosis/Condition/Illness Requiring Medication:	

PHYSICIAN'S SIGNATURE: _____

PRINT PHYSICIAN NAME LEGIBLY: _____ **DATE:** _____

Office/ Contact Number : _____ **Fax:** _____

HOGAN

PREP ACADEMY

This Section to be complete by Administrator or Designee ONLY

Date Received:	Medication Name:	# of Doses:
Expiration Date:	Completed by:	Date Returned to Legal Guardian:



Student Bus Contract

Hogan Preparatory Academy Student Bus Contract

General Information

Bus drivers, students, parents, teachers, and school administrators share the responsibility for bus safety, following all bus rules, and behaving in a responsible manner. Riding the school bus is a privilege. Students who are safe and respectful while at the bus stop and while riding the bus have the privilege. Students who do not follow the rules may receive a bus conduct report by a bus driver and appropriate consequences will be administered. School staff may also report students' bus conduct and action will be taken.

Student Pledge:

I agree to ride the bus SAFELY.

I will sit in my assigned seat.

I will stay seated and keep my hands and feet out of the aisle.

I will keep hands, feet and objects to myself

I will keep all objects in my backpack (no food, drink, toys, etc)

I agree to show RESPECT.

I will follow adults' directions the first time.

I will use kind words and a quiet voice.

If I choose not to follow this contract, my parents/guardian will be notified and the following consequences may occur, in any order deemed appropriate by school officials:

1. Parent phone call
2. An Apology letter
3. Community service or other restorative tasks
4. Bus suspension or removal

HOGAN

PREP ACADEMY

Signatures indicate that you have read/discussed, understand, and agree to the above statements.

Student Name	Grade	Bus Number

Student's Signature	
Parent's Signature	
Administrator's Signature	

HOGAN

PREP ACADEMY

Bus Behaviors & Consequences

Bus Behaviors		Bus Consequences		
Level 1 Offense	Level 2 Offense		Level 1 Offense	Level 2 Offense
Standing on bus	Profanity toward bus driver/monitor	1st consequence	Warning	10 day bus suspension
Profanity	Destroying property	2nd consequence	10 day bus suspension	1 month bus suspension
Putting body parts out the windows	Inappropriate items on bus	3rd consequence	1 month bus suspension	Semester bus suspension
Not following directs	Throwing items on bus			
Getting on/off at wrong stop	Physical violence			
Littering				

Cover Sheet

Finance Committee Report

Section:	V. Finance Committee
Item:	A. Finance Committee Report
Purpose:	Discuss
Submitted by:	
Related Material:	2021 07 Hogan Financials v2.pdf



July 2021 Financials

PREPARED AUGUST 2021
RV



- **Executive Summary**
- **Cash Forecast**
- **Key Performance Indicators**
- **Forecast Overview**
- **Key Forecast Changes This Month**
- **Financials**
- **Monthly Projections**
- **Balance Sheet**

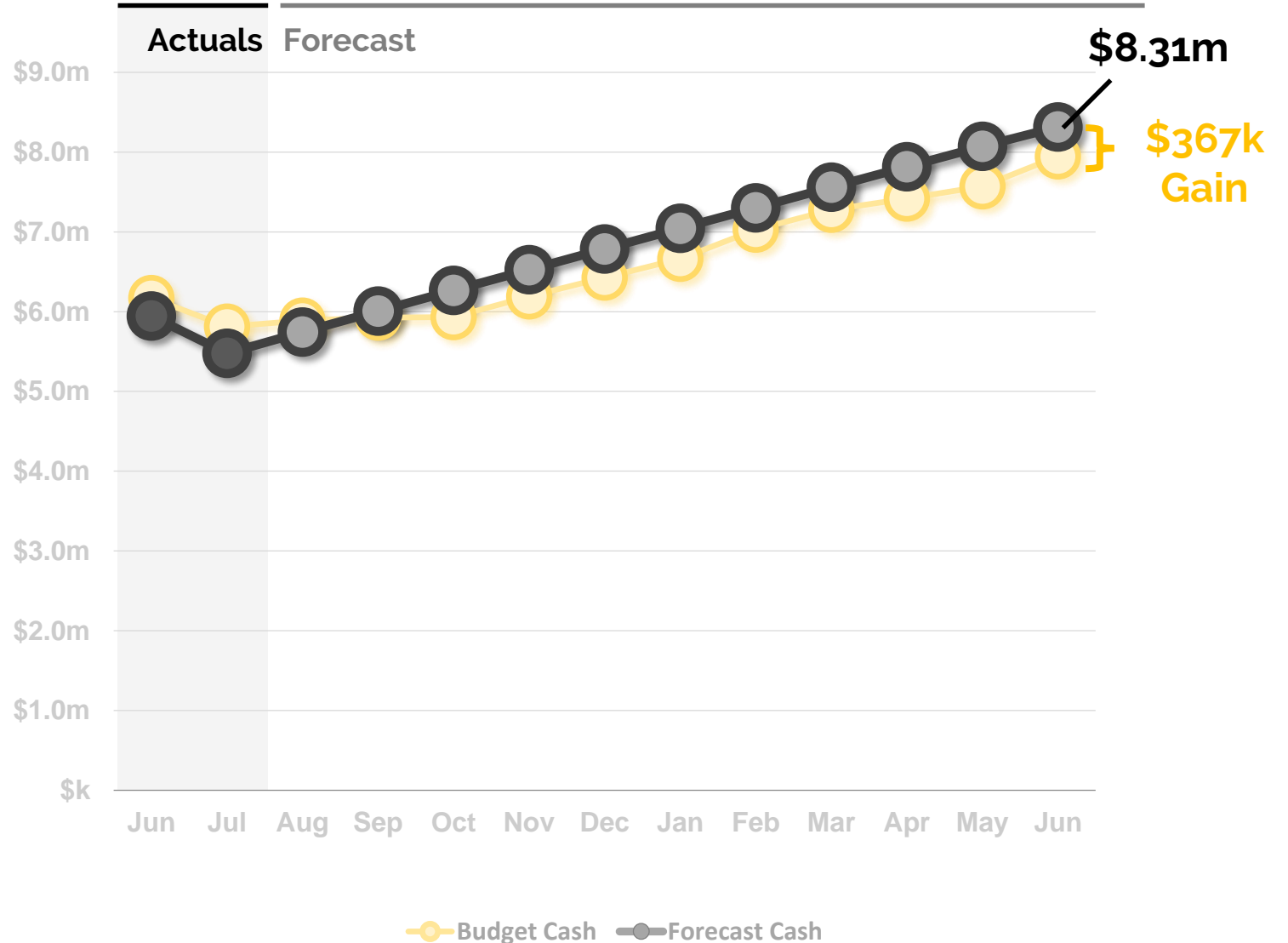
Executive Summary

- Hogan's July close shows Net Income to be improved from budget by 589k. These numbers reflect changes in wages caused by lower expected funding (because of lower enrollment), but not the decreased funding.
- Public funding calculations will be included in August Close.
- Changes from budget are driven by:
 - 40k increase to revenue driven by
 - 25k in Federal COVID-19-response funds not included in FY22 budget
 - 15k in unbudgeted miscellaneous revenue
 - 413k decrease in wages
 - 137k decrease in associated benefits

216 Days of Cash at year's end

We forecast the school's year ending cash balance as **\$8.31m**, **\$367k** above budget.

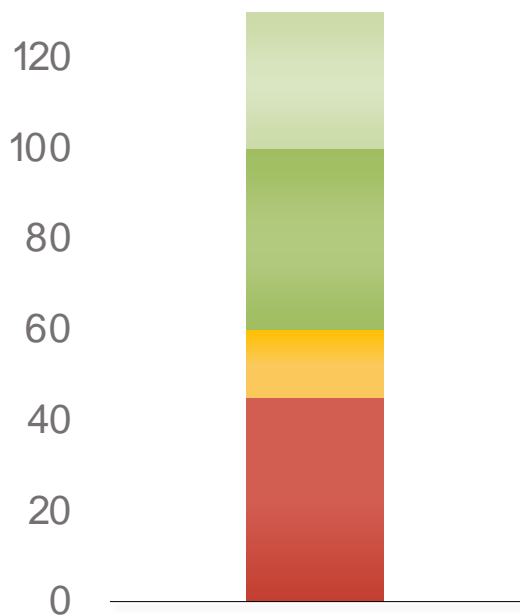
The July close reflects decreases in expenses that are currently planned anticipating a decrease in enrollment-driven and attendance-driven revenues. The affect on revenue will be reflected in a future close when we can better forecast enrollment and per-WADA payment amounts.



Key Performance Indicators

Days of Cash

Cash balance at year-end divided by average daily expenses

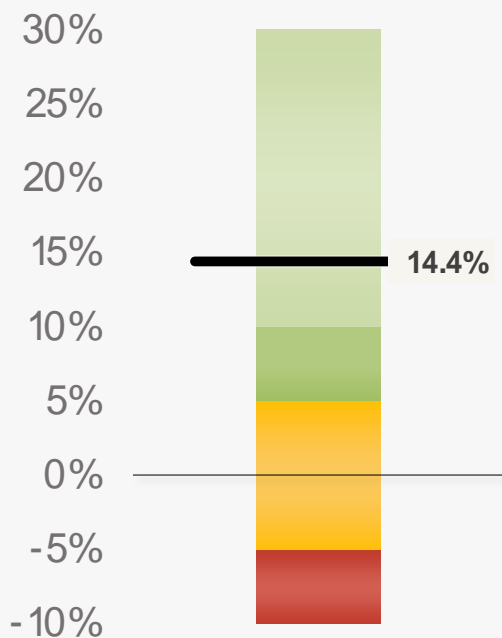


216 DAYS OF CASH AT YEAR'S END

The school will end the year with 216 days of cash. This is above the recommended 60 days

Gross Margin

Revenue less expenses, divided by revenue

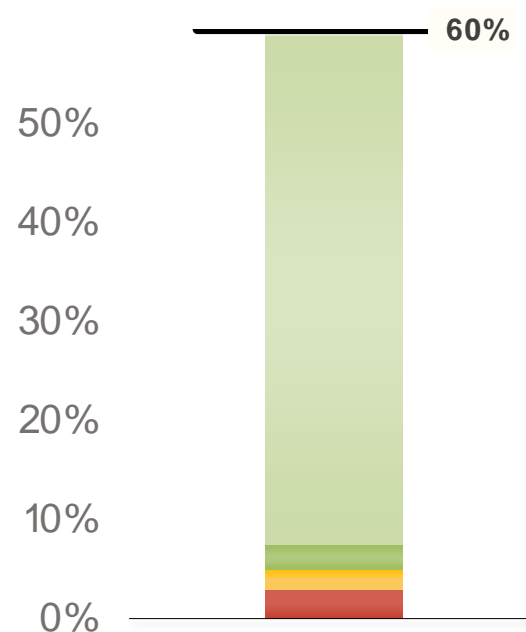


14.4% GROSS MARGIN

The forecasted net income is \$2.4m, which is \$589k above the budget. It yields a 14.4% gross margin.

Fund Balance %

Forecasted Ending Fund Balance / Total Expenses



59.55% AT YEAR'S END

The school is projected to end the year with a fund balance of \$8,381,051. Last year's fund balance was \$6,014,270.

Forecast Overview

	Forecast	Budget	Variance	Variance Graphic	Comments
Revenue	\$16.4m	\$16.4m	\$41k	+41k	25k in unbudgeted Federal COVID-response funds 15k in unbudgeted miscellaneous revenue
Expenses	\$14.1m	\$14.6m	\$548k	+548k	413k decrease in wages 173k decrease in associated benefits
Net Income	\$2.4m	\$1.8m	\$589k	589k	

	<i>Actual</i>	<i>Budget</i>	<i>Variance</i>	<i>Forecast</i>	<i>Budget</i>	<i>Variance</i>	<i>Remaining</i>
Revenue							
Local Revenue	137,437	86,537	50,900	1,264,340	1,264,091	248	1,126,903
State Revenue	569,812	524,181	45,630	10,081,271	10,081,271	0	9,511,459
Federal Revenue	60,724	252,145	(191,421)	4,051,270	4,025,639	25,631	3,990,546
Private Grants and Donations	-	-	-	1,030,000	1,030,000	0	1,030,000
Earned Fees	14,977	-	14,977	14,977	-	14,977	-
Total Revenue	782,950	862,863	(79,913)	16,441,857	16,401,001	40,856	15,658,908
Expenses							
Salaries	592,180	610,848	18,668	6,917,089	7,330,177	413,087	6,324,909
Benefits and Taxes	141,912	172,938	31,026	1,938,087	2,075,259	137,172	1,796,175
Staff-Related Costs	1,200	23,158	21,958	277,900	277,900	0	276,700
Rent	28,495	16,667	(11,828)	200,000	200,000	(0)	171,505
Occupancy Service	68,553	87,661	19,108	1,053,811	1,051,937	(1,874)	985,258
Student Expense, Direct	161,269	94,019	(67,250)	1,128,229	1,128,229	(0)	966,960
Student Expense, Food	12,695	64,413	51,717	772,950	772,950	(0)	760,255
Office & Business Expense	249,798	75,775	(174,023)	909,305	909,305	(0)	659,507
Transportation	44,396	65,947	21,551	791,363	791,363	0	746,967
Interest	7,019	7,195	176	86,342	86,342	(0)	79,323
Total Ordinary Expenses	1,307,517	1,218,622	(88,895)	14,075,076	14,623,462	548,386	12,767,559
Net Operating Income	(524,567)	(355,759)	8,982	2,366,781	1,777,539	589,242	2,891,349
Extraordinary Expenses							
Capital Outlay	-	-	-	-	-	-	-
Total Extraordinary Expenses	-	-	-	-	-	-	-
Total Expenses	1,307,517	1,218,622	(88,895)	14,075,076	14,623,462	548,386	12,767,559
Net Income	(524,567)	(355,759)	(168,809)	2,366,781	1,777,539	589,242	2,891,349
Cash Flow Adjustments	56,573	-	56,573	(0)	-	(0)	(56,573)
Change in Cash	(467,994)	(355,759)	(112,236)	2,366,781	1,777,539	589,242	2,834,776

	Actual	Forecast											
Income Statement	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
Revenue													
Local Revenue	137,437	102,446	102,446	102,446	102,446	102,446	102,446	102,446	102,446	102,446	102,446	102,446	1,264,340
State Revenue	569,812	864,678	864,678	864,678	864,678	864,678	864,678	864,678	864,678	864,678	864,678	864,678	10,081,271
Federal Revenue	60,724	362,777	362,777	362,777	362,777	362,777	362,777	362,777	362,777	362,777	362,777	362,777	4,051,270
Private Grants and Donations	0	93,636	93,636	93,636	93,636	93,636	93,636	93,636	93,636	93,636	93,636	93,636	1,030,000
Earned Fees	14,977	0	0	0	0	0	0	0	0	0	0	0	14,977
Total Revenue	782,950	1,423,537	1,423,537	1,423,537	1,423,537	1,423,537	1,423,537	1,423,537	1,423,537	1,423,537	1,423,537	1,423,537	16,441,857
Expenses													
Salaries	592,180	569,078	574,082	574,082	574,082	574,082	574,082	574,082	574,082	574,082	574,082	589,094	6,917,089
Benefits and Taxes	141,912	160,684	161,452	161,452	161,452	161,452	164,563	164,563	164,563	164,563	164,563	166,866	1,938,087
Staff-Related Costs	1,200	25,155	25,155	25,155	25,155	25,155	25,155	25,155	25,155	25,155	25,155	25,155	277,900
Rent	28,495	15,591	15,591	15,591	15,591	15,591	15,591	15,591	15,591	15,591	15,591	15,591	200,000
Occupancy Service	68,553	89,569	89,569	89,569	89,569	89,569	89,569	89,569	89,569	89,569	89,569	89,569	1,053,811
Student Expense, Direct	161,269	87,905	87,905	87,905	87,905	87,905	87,905	87,905	87,905	87,905	87,905	87,905	1,128,229
Student Expense, Food2	12,695	0	0	0	0	0	0	0	0	0	0	0	12,695
Office & Business Expense	249,798	59,955	59,955	59,955	59,955	59,955	59,955	59,955	59,955	59,955	59,955	59,955	909,305
Transportation	44,396	67,906	67,906	67,906	67,906	67,906	67,906	67,906	67,906	67,906	67,906	67,906	791,363
Interest	7,019	7,211	7,211	7,211	7,211	7,211	7,211	7,211	7,211	7,211	7,211	7,211	86,342
Total Ordinary Expenses	1,307,517	1,083,055	1,088,826	1,088,826	1,088,826	1,088,826	1,091,938	1,091,938	1,091,938	1,091,938	1,091,938	1,109,254	13,314,821
Total Expenses	1,307,517	1,083,055	1,088,826	1,088,826	1,088,826	1,088,826	1,091,938	1,091,938	1,091,938	1,091,938	1,091,938	1,109,254	13,314,821
Net Income	-524,567	340,482	334,711	334,711	334,711	334,711	331,599	331,599	331,599	331,599	331,599	314,284	3,127,036
Cash Flow Adjustments	56,573	-5,143	-5,143	-5,143	-5,143	-5,143	-5,143	-5,143	-5,143	-5,143	-5,143	-5,143	0
Change in Cash	-467,994	335,339	329,568	329,568	329,568	329,568	326,456	326,456	326,456	326,456	326,456	309,141	3,127,036

	<i>Previous Year End</i>	<i>Current</i>
	<i>6/30/2021</i>	<i>7/31/2021</i>
Assets		
Current Assets		
Cash	5,946,729	5,478,734
Total Current Assets	5,946,729	5,478,734
Total Assets	5,946,729	5,478,734
Liabilities and Equity		
Liabilities		
Current Liabilities		
Other Current Liabilities	-67,541	-10,968
Total Current Liabilities	-67,541	-10,968
Total Long-Term Liabilities	0	0
Total Liabilities	-67,541	-10,968
Equity		
Unrestricted Net Assets	6,014,270	6,014,270
Net Income	0	-524,567
Total Equity	6,014,270	5,489,702

Cover Sheet

Approve July Expenses

Section: V. Finance Committee
Item: B. Approve July Expenses
Purpose: Vote
Submitted by:
Related Material: HPA 2021 07 Check Register.pdf
HPA 2021 07 Accounts Payable.pdf



Accounts Payable

As of 7/31/2021

Hogan Preparatory Academy

PAYEE: ALL		STATUS: -- All --		REPORT DATE: 8/18/2021 1:38:44 PM ET						
GL CODE: ALL										
Invoice #	Incur Date	Invoice Date	Status	Check Date	Check or Trans. #	Payee/Account	GL code	Amount	Memo	Amount
10129147 1	7/1/2021	6/8/2021	Paid	8/5/2021	7641375 4	CHAMPION TEAMWEAR AR 17750922	11 1421 6411 1935 3 00000 000	\$1,344.00		\$1,344.00
2150873	7/1/2021	6/15/2021	Paid	8/11/2021	7642667 3	PRO WORLD 1496902	11 2411 6411 1935 4 40001 114	\$799.00	TRANSPRO SELECT	\$799.00
B1368966 0	6/25/2021	6/25/2021	Paid	8/2/2021	7640727 9	SHI INTERNATIONAL CORP 1084981	10 1131 6412 0100 4 40001 000	\$50,848.00	200 chromebooks @\$254.24	\$50,848.00
6.30.21	7/1/2021	6/30/2021	Paid	8/2/2021	7640728 0	Operation Breakthrough Hogan Preparatory School District	13 1111 6319 6910 4 40001 000	\$21,708.36		\$21,708.36
7758	7/1/2021	6/30/2021	Paid	8/2/2021	7640774 1	Overland Chauffeured Services Hogan Preparatory Academy	10 2553 6341 0100 3 00000 000 10 2551 6341 0100 3 00000 000	\$1,625.00 \$12,230.00	SPED HOMELESS	\$13,855.00
17167	7/1/2021	7/1/2021	Paid	8/2/2021	7640746 6	K12ITC, INC. Hogan Preparatory Academy	10 2331 6316 0100 3 00000 000	\$200,000.00	Albert Implementation Fee	\$200,000.00
1718	7/1/2021	7/1/2021	Paid	8/11/2021	7642712 2	Tico Sports LLC Hogan Preparatory Academy	10 2322 6319 0100 3 00000 000	\$1,937.50		\$1,937.50
62305	7/1/2021	7/1/2021	Paid	8/11/2021	7642667 5	Navigate360, LLC Hogan Preparatory Academy Hogan Preparatory Academ	10 2329 6411 0100 3 00000 000	\$1,500.00	Visitor Management	\$1,500.00
62312	7/1/2021	7/1/2021	Paid	8/11/2021	7642667 6	Navigate360, LLC Hogan Preparatory Academy Hogan Preparatory Academ	10 2329 6411 0100 3 00000 000	\$250.00	Visitor Management	\$250.00
68002569 13	7/1/2021	7/1/2021	Paid	8/2/2021	7640727 8	Savvas Learning Company LLC 2289336	11 1151 6412 1935 4 40001 000	\$22,212.13	Installment payment BO114221	\$22,212.13

Invoice #	Incur Date	Invoice Date	Status	Check Date	Check or Trans. #	Payee/Account	GL code	Amount	Memo	Amount
71246	7/8/2021	7/8/2021	Paid	8/2/2021	7640727	Hi-Gene's Janitorial Services Hogan Preparatory Academy	11 2542 6331 1935 3 00000 000	\$8,516.73	July HS Services	\$25,233.14
							10 2542 6331 0100 3 00000 000	\$541.67	July Admin bldg services	
							12 2542 6331 3945 3 00000 000	\$8,145.07	July MS Services	
							13 2542 6331 6910 3 00000 000	\$8,029.67	July ES Services	
226 0666667	7/9/2021	7/9/2021	Paid	8/3/2021	7641006	UNIFIRST CORPORATION 1512144	12 2542 6331 3945 3 00000 000	\$73.50		\$73.50
121585	7/16/2021	7/16/2021	Paid	8/11/2021	7642668	Midwest Shredding Service, LLC Hogan Preparatory Academy	10 2511 6319 0100 3 00000 000	\$96.00		\$96.00
121586	7/16/2021	7/16/2021	Paid	8/11/2021	7642667	Midwest Shredding Service, LLC Hogan Preparatory Academy	10 2511 6319 0100 3 00000 000	\$40.00		\$40.00
226 0667457	7/16/2021	7/16/2021	Paid	8/3/2021	7641006	UNIFIRST CORPORATION 1512134	11 2542 6331 1935 3 00000 000	\$75.50		\$75.50
INV07284 0	7/19/2021	7/19/2021	Paid	8/5/2021	7641356	Howies Hockey, Inc. Hogan Preparatory Academy	11 1421 6411 1935 3 00000 000	\$76.00		\$76.00
1734	7/20/2021	7/20/2021	Paid	8/11/2021	7642712	Tico Sports LLC Hogan Preparatory Academy	10 2322 6319 0100 3 00000 000	\$3,554.00		\$3,554.00
1735	7/20/2021	7/20/2021	Paid	8/11/2021	7642712	Tico Sports LLC Hogan Preparatory Academy	10 2322 6319 0100 3 00000 000	\$36,000.00	Media Yearly Marketing	\$36,000.00
2927768	7/20/2021	7/20/2021	Paid	8/11/2021	7642667	SumnerOne, Inc. 003-1560899-00	10 2542 6338 0100 3 00000 000	\$450.00		\$450.00
32459	7/20/2021	7/20/2021	Paid	8/9/2021	7641883	MID AMERICA LOCKSMITHS, LLC Hogan Preparatory Academy	11 2542 6411 1935 3 00000 000	\$392.40		\$392.40
0023807	7/21/2021	7/21/2021	Paid	8/9/2021	7641883	Questar Assessment, Inc. 210760	11 1151 6411 1935 4 40001 432	\$777.76	ACT Testing	\$777.76
1001	7/21/2021	7/21/2021	Paid	8/5/2021	7641397	KLS Leasing II Hogan Preparatory Academy	40 4051 6521 0100 3 00000 000	\$281,250.00	BO114286 July Equity Contribution	\$281,250.00

Invoice #	Incur Date	Invoice Date	Status	Check Date	Check or Trans. #	Payee/Account	GL code	Amount	Memo	Amount
20210723-115.00	7/23/2021	7/23/2021	Paid	8/5/2021	76413752	ALL BEVERAGE CONTROL, INC. Hogan Preparatory Academy	11 2542 6411 1935 3 00000 000	\$115.00		\$115.00
20210723-3345.44	7/23/2021	7/23/2021	Paid	8/5/2021	76413751	DELTA DENTAL OF MO LOCKBOX Group: 0118-3701	10 2162 0000 0000 0 00000 000	\$3,345.44		\$3,345.44
2260668231	7/23/2021	7/23/2021	Paid	8/3/2021	76410065	UNIFIRST CORPORATION 1379139	13 2542 6331 6910 3 00000 000	\$62.75		\$62.75
97635	7/23/2021	7/23/2021	Paid	8/5/2021	76413570	SOS Pest Control Hogan Preparatory Academy	10 2542 6339 0100 3 00000 000	\$100.00		\$100.00
97638	7/23/2021	7/23/2021	Paid	8/5/2021	76413571	SOS Pest Control Hogan Preparatory Academy	10 2542 6339 0100 3 00000 000	\$100.00		\$100.00
299064	7/27/2021	7/27/2021	Paid	8/5/2021	76413753	PROJECT LEAD THE WAY, INC. HOGAN PREPARATORY ACAD MIDDLE	11 1151 6411 1935 4 40001 803	\$3,495.00		\$3,495.00
10976974	7/28/2021	7/28/2021	Paid	8/5/2021	76413569	Symmetry Energy Solutions, LLC 61733	10 2542 6482 0100 3 00000 000	\$0.00		\$467.45
							12 2542 6482 3945 3 00000 000	\$204.20		
							11 2542 6482 1935 3 00000 000	\$263.25		
205	7/29/2021	7/29/2021	Paid	8/11/2021	76427121	JAMES W. TIPPIN & ASSOCIATES Hogan Preparatory Academy	10 2311 6317 0100 3 00000 000	\$1,900.00		\$1,900.00
206	7/29/2021	7/29/2021	Paid	8/11/2021	76427121	JAMES W. TIPPIN & ASSOCIATES Hogan Preparatory Academy	10 2311 6317 0100 3 00000 000	\$2,500.00		\$2,500.00
20210730-3401.72	7/30/2021	7/30/2021	Paid	8/11/2021	76426912	MUTUAL OF OMAHA Hogan Preparatory Academy	10 2159 0000 0000 0 00000 000	\$3,401.72		\$3,401.72

Invoice #	Incur Date	Invoice Date	Status	Check Date	Check or Trans. #	Payee/Account	GL code	Amount	Memo	Amount
									Total:	\$677,959.65

GL Code Summary

							10 1131 6412 0100 4 40001 000			\$50,848.00
							10 2159 0000 0000 0 00000 000			\$3,401.72
							10 2162 0000 0000 0 00000 000			\$3,345.44
							10 2311 6317 0100 3 00000 000			\$4,400.00
							10 2322 6319 0100 3 00000 000			\$41,491.50
							10 2329 6411 0100 3 00000 000			\$1,750.00
							10 2331 6316 0100 3 00000 000			\$200,000.00
							10 2511 6319 0100 3 00000 000			\$136.00
							10 2542 6331 0100 3 00000 000			\$541.67
							10 2542 6338 0100 3 00000 000			\$450.00
							10 2542 6339 0100 3 00000 000			\$200.00
							10 2542 6482 0100 3 00000 000			\$0.00
							10 2551 6341 0100 3 00000 000			\$12,230.00
							10 2553 6341 0100 3 00000 000			\$1,625.00
							11 1151 6411 1935 4 40001 432			\$777.76
							11 1151 6411 1935 4 40001 803			\$3,495.00
							11 1151 6412 1935 4 40001 000			\$22,212.13
							11 1421 6411 1935 3 00000 000			\$1,420.00
							11 2411 6411 1935 4 40001 114			\$799.00
							11 2542 6331 1935 3 00000 000			\$8,592.23
							11 2542 6411 1935 3 00000 000			\$507.40
							11 2542 6482 1935 3 00000 000			\$263.25
							12 2542 6331 3945 3 00000 000			\$8,218.57
							12 2542 6482 3945 3 00000 000			\$204.20
							13 1111 6319 6910 4 40001 000			\$21,708.36
							13 2542 6331 6910 3 00000 000			\$8,092.42
							40 4051 6521 0100 3 00000 000			\$281,250.00

\$677,959.65

Hogan Preparatory Academy
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Check Register by Type

Page: 1
User ID: PGREENWOOD

Payee Type: Vendor		Check Type: Automatic Payment			Checking Account ID: 1		
Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount
12520278	07/20/2021	X			KCWATERSER	KANSAS CITY WATER SERVICES	915.11
12520279	07/20/2021	X			GOOGLE	GOOGLE	290.00
12520280	07/11/2021	X			HOMEDPOTC	HOME DEPOT CREDIT SERVICES	554.86
Checking Account ID: 1					Void Total:	0.00	Total without Voids: 1,759.97
Check Type Total: Automatic Payment			Void Total:		0.00	Total without Voids: 1,759.97	

Payee Type: Vendor		Check Type: Check			Checking Account ID: 1		
Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount
76294226	07/16/2021	X			SOSPEST	SOS PEST CONTROL	45.00
76294227	07/16/2021	X			SOSPEST	SOS PEST CONTROL	100.00
76294228	07/16/2021	X			GREATMINDS	GREAT MINDS	5,700.00
76294229	07/16/2021	X			JUNKKING	REEVES KC, LLC	168.00
76294230	07/16/2021	X			SOSPEST	SOS PEST CONTROL	100.00
76294677	07/16/2021	X			DEFFEN	WASTE MANAGEMENT	547.78
76294678	07/16/2021	X			DEFFEN	WASTE MANAGEMENT	94.04
76294679	07/16/2021	X			UNIFIRSTCO	UNIFIRST CORPORATION	53.25
76294680	07/16/2021	X			UNIFIRSTCO	UNIFIRST CORPORATION	73.50
76294681	07/16/2021	X			UNIFIRSTCO	UNIFIRST CORPORATION	75.50
76294682	07/16/2021	X			UNIFIRSTCO	UNIFIRST CORPORATION	62.75
76294683	07/16/2021	X			DREAMBOXLE	DREAMBOX LEARNING, INC	8,000.00
76294684	07/16/2021	X			STAPLESADV	STAPLES ADVANTAGE	304.60
76294938	07/16/2021	X			FIDDLY	FIDDLY FIG FLORIST	63.00
76294939	07/16/2021	X			ICEMASTERS	ICE MASTERS	99.00
76294940	07/16/2021	X			LLOYDSABC	ALL BEVERAGE CONTROL, INC.	115.00
76294941	07/16/2021	X			MUTUALOFOM	MUTUAL OF OMAHA	3,309.02
76294942	07/16/2021	X			OFFICEESSE	OFFICE ESSENTIALS INC	550.32
76294943	07/16/2021	X			PDQLAWN	dba PDQ LAWN SERVICE	100.00
76294944	07/16/2021	X			SCHOOL	SCHOOL NURSE SUPPLY	25.85
76294945	07/16/2021	X			AASPA	AMERICAN ASSOCIATION OF SCHOOL PERSONNEL ADMINISTRATORS	225.00
76294946	07/16/2021	X			UTILIT	UTILITY COST CONTROL	1,200.00
76294947	07/16/2021	X			ASSUREDPAR	ASSURED PARTNERS CAPITAL, INC	6,705.00
76294948	07/16/2021	X			APPLEINC	APPLE, INC	5,975.00
76294949	07/16/2021	X			SOLAROCEAN	SOLAR OCEAN 2, LLC	441.64
76295306	07/16/2021	X			MIDWESTELE	MIDWEST ELEVATOR COMPANY, INC	318.00
76295307	07/16/2021	X			PAYPOOL	PAYPOOL LLC	669.80
76295308	07/16/2021	X			FIRSTSTUDE	FIRST STUDENT INC.	932.53
76295309	07/16/2021	X			KELLYSERV	KELLY SERVICES, INC	4,229.88
76295310	07/16/2021	X			JAMESWTIPP	JAMES W. TIPPIN & ASSOCIATES	4,400.00
76295311	07/16/2021	X			AMERICANDI	AMERICAN DINING CREATION/KC COMMISSARY	12,695.20
76364387	07/20/2021	X			EDOPS	ED OPS	14,000.00
76368645	07/21/2021	X			RENAISSAN1	RENAISSANCE LEARNING, INC.	15,670.50
76368646	07/21/2021	X			DEFFEN	WASTE MANAGEMENT	431.90
76368647	07/21/2021	X			DEFFEN	WASTE MANAGEMENT	541.28
76372114	07/22/2021	X			SUMNERONE	SUMNERONE, INC.	1,420.00
76372115	07/22/2021	X			KCWATERSER	KANSAS CITY WATER SERVICES	93.77
76372116	07/22/2021	X			KCPL	KANSAS CITY POWER & LIGHT	2,121.02
76372117	07/22/2021	X			ADTSECURIT	The ADT Security Corporation	510.12
76372118	07/22/2021	X			KCPL	KANSAS CITY POWER & LIGHT	67.96
76372119	07/22/2021	X			BIGDUDESMU	BIG DUDE'S MUSIC CITY	655.00
76372120	07/22/2021	X			SYMMETRY	SYMMETRY ENERGY SOLUTIONS, LLC (EIN 72-1309319)	929.74
76372288	07/22/2021	X			ACT	ACT FINANCE	1,145.63
76372289	07/22/2021	X			APPLEINC	APPLE, INC	807.00
76372290	07/22/2021	X			DATA REC	DATA RECOGNITION CORPORATION	707.40
76372291	07/22/2021	X			K12ITC	K12ITC, INC.	14,612.10
76372292	07/22/2021	X			NUESYNERGY	NUESYNERGY, INC	125.00
76372293	07/22/2021	X			SEABART	ARTHUR SEABURY	92.96

Hogan Preparatory Academy
08/18/2021 12:40 PM

Check Register by Type

Page: 2
User ID: PGREENWOOD

Payee Type: Vendor		Check Type: Check			Checking Account ID: 1		
<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Check Amount</u>
76372518	07/22/2021	X			AGTACSERVI	AGTAC SERVICES, LLC	21,257.60
76372519	07/22/2021	X			FIRSTSTUDE	FIRST STUDENT INC.	29,608.00
76372520	07/22/2021	X			KELLYSERV	KELLY SERVICES, INC	6,689.03
76393873	07/28/2021	X			TIMEWARN	TIME WARNER	134.99
76393874	07/28/2021	X			EDULASTIC	SNAPWIZ, INC EDULASTIC	4,000.00
76398378	07/29/2021	X			INTRADO	INTRADO INTERACTIVE SERVICES CORPORATION	3,031.88
76398379	07/29/2021	X			STEPUP	SHAUNA STEPHANCHICK	1,200.00
76398380	07/29/2021	X			SOSPEST	SOS PEST CONTROL	100.00
76398381	07/29/2021	X			SOSPEST	SOS PEST CONTROL	100.00
76398382	07/29/2021	X			KCPL	KANSAS CITY POWER & LIGHT	2,703.89
76398383	07/29/2021	X			KCPL	KANSAS CITY POWER & LIGHT	4,290.88
76398384	07/29/2021	X			MORRISON1	KIRA MORRISON	51.50
76398385	07/29/2021	X			EDFUEL	EDFUEL	2,500.00
76398386	07/29/2021	X			VOYAGER	VOYAGER SOPRIS LEARING, INC.	1,500.00
76398387	07/29/2021	X			KCWATERSER	KANSAS CITY WATER SERVICES	44.19
76398388	07/29/2021	X			VOYAGER	VOYAGER SOPRIS LEARING, INC.	3,936.79
76398389	07/29/2021	X			KCWATERSER	KANSAS CITY WATER SERVICES	221.14
76398390	07/29/2021	X			ATT	AT&T	515.64
76398391	07/29/2021	X			CCWALDOPIZ	CC - WALDO PIZZA	72.82
76398392	07/29/2021	X			SHIINTERNA	SHI INTERNATIONAL CORP	6,848.00
76398673	07/29/2021	X			DELTAVISIO	DELTA VISION	591.50
76398674	07/29/2021	X			LEGALSHIEL	LEGAL SHIELD	33.90
76398675	07/29/2021	X			LIDDLE	LIDDLES SPORT SHOP	399.22
76398676	07/29/2021	X			PURCHASEPO	PURCHASE POWER	558.31
76398677	07/29/2021	X			GUARDIAN	GUARDIAN	692.91
76398678	07/29/2021	X			HUMANA	HUMANA INSURANCE CO	1,087.60
76398869	07/29/2021	X			TICOPROD	TICO PRODUCTIONS LLC	1,937.50
76407277	08/02/2021	X			HIGENES	Hi-Gen's Janitorial Services	25,233.14
76407278	08/02/2021	X			SAVVAS	GATEWAY EDUCATION HOLDINGS LLC, SAVVAS LEARNING COMPANY LLC	22,212.13
76407279	08/02/2021	X			SHIINTERNA	SHI INTERNATIONAL CORP	50,848.00
76407280	08/02/2021	X			OPERATION	OPERATION BREAKTHROUGH	21,708.36
76407466	08/02/2021	X			K12ITC	K12ITC, INC.	200,000.00
76407741	08/02/2021	X			OVERLANDCH	OVERLAND CHAUFFEURED SERVICE	13,855.00
Checking Account ID: 1					Void Total:	0.00	Total without Voids: 539,273.96
Check Type Total:		Check			Void Total:	0.00	Total without Voids: 539,273.96
Payee Type Total:		Vendor			Void Total:	0.00	Total without Voids: 541,033.93
Grand Total:					Void Total:	0.00	Total without Voids: 541,033.93

Cover Sheet

Academic Committee Report

Section: VI. Academics
Item: A. Academic Committee Report
Purpose: Discuss
Submitted by:
Related Material: 14. Academic Committee Report_ August 2021.pdf



Academic Committee Report: August

The HPA Academic Committee will track the progress of the monthly Evaluate interim assessment data tied to HPA’s academic goals. These metrics will be tracked and reported at each monthly Board meeting starting no later than the December 2020 Board meeting. These metrics will track students at each grade level as well as sub-groups of students in SPED and ELL. Outcomes from other schools in the HPA area will be included on an annual basis.

2021 Summer PD Institute was a Success

- We had [13 teachers](#) who signed up for and participated in the Summer PD Institute.
- Teachers learned about Hogan Prep’s 2021 - 2022 Wildly Important Goals and Leading Strategies.

Wildly Important Goals(WIGS)

What is Hogan Prep’s Wildly Important Goal?	
<p>2022 Academic WIG</p> <p>Achieve the 2022 MPI Benchmarks on the State MAP Assessments.</p>	<p>Distinct Competitive Advantage</p> <p>Unlock our students’ greatest potential and equip them to graduate with a distinct competitive advantage.</p>

Three Leading Strategies to Accomplish WIGs

WILDLY Important Goals:

1) Achieving 2022 MPI Benchmarks
2) Distinct Competitive Advantage

Leading Strategies

<p>Hogan 5</p> <div style="display: flex; justify-content: space-around; font-size: 8px;"> <div style="text-align: center;">1C Setting Instructional Outcomes</div> <div style="text-align: center;">2C Managing Class Procedures</div> <div style="text-align: center;">2D Managing Student Behaviors</div> <div style="text-align: center;">3C Engaging Students in Learning</div> <div style="text-align: center;">3D Using Assessments in Instruction</div> </div>	<p>Literacy</p>	<p>Advocacy</p>
---	------------------------	------------------------



- The energy and enthusiasm of these teacher leaders were palpable and they even participated in our district convocation. Maria Parn, Michaela Krause, and Mary Paradise had the opportunity to share their Summer PD experience with all our teachers and staff that day!
- Summer PD Institute was the kick off for our 2021 - 2022 Professional Development sessions. Here is a brief overview of the schedule below.

Monday	Tuesday	Wednesday	Thursday	Friday
2 Summer PD Institute	3 Summer PD Institute	4 Summer PD Institute Leadership Retreat	5 Leadership Retreat	6 Leadership Retreat
9 New Teacher Orientation	10 New Teacher Orientation	11 New Teacher Orientation	12 Convocation- All Staff Returns	13 District PD Day
16 District PD Day	17 Building PD	18 Building PD	19 Building PD	20 Teacher Work Day
23 First Day of School	24	25	26	27

We received excellent feedback from Teachers and Staff about Convocation and District PD!

- I connect to Hogan's vision and mission statement which energizes me for this school year.
- I feel extremely comfortable with the new materials that we have at our disposal and am looking forward to using them this year.
- Electives specific PD
- I LOVE the curriculum page and how everything is all in one place!
- I'm on the right track with curriculum planning
- I know the WIGs and the strategies we are going to use to accomplish them.




Teachers did note some areas of growth:

- Needing more support with assessments and progress monitoring student learning.
- Support putting Hogan 5 into practice in my classroom.
- This curriculum meeting didn't really feel like a curriculum, just standards. In order to start teaching I still have to break down each unit which is what I thought we would be given.
- More unified looking curriculum guides so that math, science, ela can all look the same and uniform.


Cascade of Accountability

- Our [Cascade of Accountability](#) Framework is completed.
- **Hogan 5/ NEE**: This framework is based on both the Hogan 5 and Network for Educator Effectiveness. We have clear goals and benchmarks for leaders across the system aligned to the Hogan 5 and our Evaluation system (NEE).
- **Board Data Dashboard metrics** : From this Cascade of Accountability, there will be two metrics shared with the board every month.




Leadership Performance

Target: Proficient in Hogan 5 categories
YTD:
Projection: 100% of District and School Leaders



Teacher Performance (Hogan 5)
85% of Teachers are Proficient (6) in each category

Hogan 5	Baseline April 2021- NEE	Current
1c	4.74	
2c	5.42	
2d	5.40	
3c	4.52	
3d	4.24	



- **Scoring Guides**: We have a scoring guide to evaluate leaders' and teachers actions.


Central Office Leader	School Leader	Teacher (Hogan 5 and NEE)
---------------------------------------	-------------------------------	---

- If adults meet their expectations and goals, then student learning should increase across our schools. Therefore, we will analyze adult performance as leading indicators (central office leaders, school leaders, teachers). There must be intentionality and progress monitoring at all levels to meet our academic goals.



Preliminary Review of 2021 MAP Data

- Participation Rate Reminder:** DESE required that LEAs met a 85% participation rate on the 2021 Spring MAP Assessments. Any system who did not meet this requirement would have to complete the application-only fall test window to finish administering the assessments. We should not have to administer the 2021 State assessment in the fall since we met the [85% participation rate requirement.](#), but we have not received the official results to date.
- We did receive the raw data from the 2021 Spring MAP results.
- We are in the process of scrubbing and analyzing the data now. The MSIP 5 results will not be in until later in the Fall. Once we have the final results from DESE, we will share the results with the Board. However, there are some trends we noticed that we would like to share now.
- Our 2020 - 2021 Evaluate data predicted a significant learning loss of our students from the 2019- 2020 SY when our students and teachers were in person.
- The preliminary review of the MAP data confirms the learning loss. Our students performed significantly lower on the ELA, Math, and Science MAP test than in 2019. The 2019 Statement assessments were the last MAP scores we received. There was no 2020 assessment due to the COVID-19 pandemic.
- There is a substantial amount of progress we will need to accomplish to meet the identified benchmarks. Our 2021 MAP MPI scores are significantly lower than the 2019 MAP results. Those MAP MPI goals are as follows as a reminder:

 2022 BENCHMARKS	
ELA	267.1
Math	208.4
Science	218.7



	ELA	Math	Science
2019	258.1	194.3	205.2
2021	204.6	125.5	152.7
2022 Goals	267.1	208.4	218.7
Expected Growth from 2019	8.98	14.10	13.52
Actual Growth from 2021	63.0	76.7	60.8

The MAP results also confirm that virtual learning has been tough on our students. In the 2019-2020 SY, our monthly Evaluate assessments demonstrated we were on track to exceed our benchmarks and goals on the state assessments.

English Language Arts

	Sept/Oct Cycle 1		Nov/Dec Cycle 2		Growth	Jan/Feb Cycle 3		March/April Cycle 4		Growth
2019 - 2020	173.1	187.1	204.5	224.3	(A)+31.4 (B)+37.2	240.0	229.5	COVI D-19	No MAP	(A)+35.5 (B)+5.2
2020 - 2021	206.2	213.5	211.3	197.4	(B)+5.1 (A)-16.1	210.3	191.1	193.8	MAP Tests	(B)-16.5 (A)-6.3

Math

	Sept/Oct Cycle 1		Nov/Dec Cycle 2		Growth	Jan/Feb Cycle 3		March/April Cycle 4		Growth
2019 - 2020	120.5	116.4	151.8	127.8	(A)+31.3 (B)+11.4	160.9	181.0	COVI D-19	No MAP	(A)+9.1 (B)+53.2
2020 - 2021	171.9	168.2	191.9	169.2	(B)+20.0 (A)+1.0	175.4	187.2	177.0	MAP Tests	(B)+1.6 (A)+18.0

Again, we never took the 2020 MAP Assessment due to COVID-19. In fact, we left for school for Spring Break 2020, and never came back for the rest of the school year. For the 2020 -



2021 SY, we began the school year virtually and remain virtual until April. There was little growth over time on the Evaluate tests and even a loss of student performance in both ELA and Math. ***Why such a huge discrepancy from the 2019-20 SY compared to the 2020- 21 SY?*** We had the same principals in place, same curriculum resources, and same educational programs, and etc. The only significant difference was the virtual learning model. What we have learned from this experience is that our students are school dependent. They are dependent on our schools for food, for social-emotional care, and academic support. Many of our students did not have the resources at home they needed to thrive in a virtual environment. Most of our students do much better with in-person learning. We are going to do everything in our power to keep our staff and students safe and in school this year to accelerate learning and meet the benchmarks and goals.

Cover Sheet

Governance & Board Development Committee

Section: VII. Governance and Board Development
Item: A. Governance & Board Development Committee
Purpose: Discuss
Submitted by:
Related Material: BOARD KEY ACTION CALENDAR 3.docx (1).pdf



BOARD KEY ACTION CALENDAR

HOGAN PREP ACADEMY

Board Key Action Calendar

JANUARY	FEBRUARY	MARCH	APRIL
PROVIDE BOARD POLICIES TO BE REVIEWED IN FEBRUARY MID-YEAR SUPT. EVALUATION WITH BOARD REVIEW ESTABLISHED GOALS FROM JUNE FOR SUPT. OFF-SITE BOARD RETREAT <ul style="list-style-type: none"> ○ ONBOARDING FOR NEW MEMBERS ○ STRATEGIC PLANNING/REVIEW ○ BOARD PROFESSIONAL DEVELOPMENT 	REVIEW BOARD POLICIES <ul style="list-style-type: none"> ○ SEXUAL HARASSMENT ○ TITLE IX ○ DISCRIMINATION REVIEW STAFFING GOALS FOR UPCOMING YEAR PRE-K UPDATE REVIEW STUDENT ENROLLMENT GOALS AND RECRUITMENT PLAN CURRICULUM REVIEW/SELECTION AND RECOMMENDATIONS REVIEW 990 TAX RETURN	MEETING WITH SPONSOR TO REVIEW ISSUES (+ AND -) REVIEW DATA FOR GRADUATION AND STUDENT SUCCESS HIRE CERTIFICATED STAFF APPROVE SALARY SCHEDULES APPROVE CONTRACTS OF MAJOR VENDORS	PROVIDE BUDGET FORECAST/OUTLOOK IN PREP FOR MAY MEETING START EVALUATION PROCESS FOR SUPERINTENDENT HIRE SUPPORT STAFF APPROVE DISTRICT CALENDAR FOR NEXT YEAR
MAY	JUNE	JULY	AUG
DETAILED REVIEW OF FINANCES AND PROPOSED BUDGET	APPROVE BUDGET APPROVE EMPLOYEE HANDBOOK	REVIEW/MODIFY BOARD CALENDAR AS NEEDED REVIEW SUPT. SELF-EVALUATION SURVEY	REVIEW ACADEMIC GOALS & PLANS FOR SCHOOL YEAR



BOARD KEY ACTION CALENDAR

HOGAN PREP ACADEMY

<p>RECEIVE AND COMPLETE BOARD & BOARD MEMBER EVALUATION</p> <p>PROVIDE CONFLICT POLICY & BYLAWS FOR ELECTING DIRECTORS/OFFICERS</p> <p>ELECT OFFICERS</p>	<p>FULL EVALUATION OF SUPT.</p> <ul style="list-style-type: none"> ○ ESTABLISH ANNUAL SCHOOL AND PROFESSIONAL GOALS <p>APPROVE OPERATION BREAKTHROUGH MOU</p> <p>APPROVE ACADEMIC CALENDAR</p>	<p>APPROVE STUDENT & PARENT HANDBOOK</p>	<p>REVIEW BOARD DISCIPLINE POLICIES & ENFORCEMENT DATA</p> <p>PROVIDE MEMBERS REPORT (BOARD SURVEY) FOR BOARD RETREAT</p>
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
<p>ANNUAL MEETING</p> <ul style="list-style-type: none"> ○ ELECT DIRECTORS ○ UPDATE CONFLICT OF INTEREST FORMS ○ REVIEW CONFLICT POLICY <p>APPROVE SPED COMPLIANCE PLAN</p>	<p>APPROVE HEALTH INSURANCE CONTRACT</p> <p>CAO PRESENTS MAP AND AOR UPDATE</p>	<p>APPROVE ANNUAL FINANCIAL STATEMENT (ASBR) FOR DESE</p> <p>REVIEW BOARD MEMBERS REPORT TO DEVELOP PRELIM PLAN/TOPICS FOR BOARD RETREAT</p>	<p>YEAR IN REVIEW AND AHEAD</p> <p>APPROVE AUDIT</p>

Cover Sheet

Ignition Lab-Operation Breakthrough MOU

Section: VIII. New Business
Item: A. Ignition Lab-Operation Breakthrough MOU
Purpose: Vote
Submitted by:
Related Material: Ignition Lab MOU.pdf

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “MOU”) executed this 23rd day of August, 2021 is effective from September 1, 2021, until May 30, 2022, by and between the Hogan Preparatory Academy Charter School (“the School”) and Operation Breakthrough, a duly organized non-profit organization chartered under the laws of the State of Missouri (“Host Site”). At times in this MOU, the School and Host Site may be referred to collectively as the “Parties.”

By the time students enter high school, most have self-identified as not interested in STEM subjects. To change this trajectory, Operation Breakthrough has built on its highly successful STEM MakerSpace (preschoolers) and MakerCity (ages six to 14) programs by creating an Ignition Lab for high school students to build 21st century skills and prepare them to compete in a global economy. The current MakerSpace and MakerCity STEM spaces promote hands-on collaborative learning in the arts, electrical, robotics, construction, culinary arts, multimedia, automotive and engineering, maker and green tech. The spaces feature fully integrated systems of hardware, software, online curriculum, educational kits, manipulatives and assessment tools to foster 21st Century learning.

Ignition Lab programming for high school students will build on Operation Breakthrough’s existing programs for preschoolers to age 14 and rely on the research of high-quality out-of-school programs in STEM and Kansas City’s Real-World Learning initiative sponsored by the Ewing Marion Kauffman Foundation. The goal of the Kauffman Foundation initiative is to prepare learners for work, school and life after high school through four identified market assets valued by employers and higher education:

1. Work experiences: internships and client-connected projects
2. College credit: at least three classes
3. Industry recognized credentials
4. Entrepreneurial experiences: starting a business or launching an initiative

The Ignition Lab will provide opportunities in computer science, mechatronics, circuitry and electronics, culinary arts, construction and design, multi-media, additive manufacturing, green tech and automotive and engineering. Hands-on learning experiences will provide a powerful springboard for high school students to help prepare them for post-high school job training programs, entrepreneurial ventures or college admission. Daily access to a place where it is “cool” to be smart and future-focused will be a strong influence on teens/

Real world learning alongside community and industry partners will allow students to engage in work that builds industry recognized skills and experiences including client work, internships, entrepreneurship opportunities and extended learning opportunities to better prepare them for career and life success. To date, community partners include Gould-Evans, Microsoft, Garmin, Burns & McDonnell, Goppert, Black & Veatch, PCs for People, NetStandard, KC STEM Alliance, JE Dunn, Midwest Research Institute, MINDDRIVE, Cargill, Honeywell, 3DHQ, UMKC, DigiStory, and many others.

1. **RESPONSIBILITIES OF HOST SITE**

- a. Provide career exploration, entrepreneurship, workforce development and essential skills in STEM and the arts to a minimum of 100 students from the School us an AB schedule.
- b. Provide transportation to and from the School to the Ignition Lab
- c. Provide programming from 8:00 a.m. to 10:00 a.m. confirming calendar each quarter with progress reports and grades provided to The School. Each semester students will participate in a capstone defense as well as complete a portfolio of projects.
- d. Comply with applicable Federal and State laws in performance of the services set forth in this Agreement, including, but not limited to Individuals with Disabilities Education Act (“IDEA”), Section 504 of the Rehabilitation Act, FERPA, HIPAA, and all rules and regulations promulgated by DESE.
- e. Ensure that all employees and volunteers at the Host Site have passed a background check complying with DESE requirements.
- f. Host Site will provide safety protocols for use of equipment.
- g. Host Site will provide health and safety protocol and contract tracing for any COVID exposures for students who attend programming.

2. **RESPONSIBILITIES OF THE SCHOOL**

- a. Provide staff who ride on the bus and supervise students while at the Ignition Lab.
- b. Provide a waiver for each student signed by the parent and/or guardian.
- c. Pay a total of \$500 per FTE for a minimum total of \$25,000.
- d. Provide Host Site with access to all School policies, procedures, and the School Handbook.
- e. Provide individual student data for program evaluation including assessment, attendance and behavioral data. The school will collaborate with Operation Breakthrough on a pre-post survey.

3. **TERMS AND TERMINATION OF AGREEMENT**

- a. This Agreement will remain in effect from September 1, 2021, through May 31, 2022 (“Initial Term”), and shall be subject to renewal by the Parties for additional one-year terms as agreed on an annual basis.

- b. Starting on the date of this Agreements execution, and at all times thereafter this Agreement may be terminated by either Party hereto upon thirty (30) days advance written notice to the other Party. Upon notice of such termination, neither Party, however, shall be relieved from performing the covenants herein contained during such thirty (30) day period.

4. **PRIVACY AND CONFIDENTIALITY**

- a. Host Site, as a covered entity, is required by Federal laws, including the HIPAA Privacy Rule and Security Rule, and by applicable State laws to maintain the privacy and confidentiality of protected health information of students. Host Site shall only use and disclose protected health information as authorized by Federal or applicable State laws, including to the School. The current “Notice of Privacy Practices” shall be posted on the Host Site web site.
- b. Each Party recognizes that in the course of performing this Agreement it may become aware of information that the other Party deems confidential and/or proprietary. For purposes of this Agreement, “proprietary” and “confidential” information will include all internal business practices and business records, including, but not limited to, information concerning products, pricing, fees, capitation, contracts, training products, or business methods, in any form whatsoever.
- c. Each Party agrees that it will not actively seek out financial, marketing, or contractual information that a Party would reasonably know to be confidential information or a trade or proprietary secret, except to the extent reasonably necessary to allow the Party to perform its duties under this Agreement. In the event that a Party becomes aware of such data or information, from whatever source or for whatever purpose, such Party agrees that it shall maintain the confidentiality of such information and shall not reveal it to any third Party for any purpose without the written consent of the other Party.
- d. Each Party agrees that these provisions shall survive termination of this Agreement and shall inure to the benefit of the Parties, their successors and permitted assigns.

6. **GENERAL PROVISIONS**

- a. Compliance with Laws and Policies. Host Site agrees that it will comply with the applicable provisions to this Agreement of the following regulations and laws: Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232(g) and with the Individuals with Disabilities Education Act (IDEA), and Section 504 of the Rehabilitation Act of 1973, along with their implementing state and federal regulations. Host Site further agrees it will indemnify and hold the School, its agents, employees and successors harmless from any claims asserted against the School directly arising out of Host Site’s violation of FERPA, IDEA or Section 504 and their state and federal

- regulations, including for any costs and attorneys' fees incurred by the School in defending such claims. A violation of any of the laws or regulations contained in this Section 6(a) by Host Site will not be considered, interpreted or construed in any way as a violation by, or on behalf of, the School. While performing services under this Agreement, Host Site agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, ancestry or national origin.
- b. Indemnity: School Site shall identify the Host Site as Additional Insured and a Certificate Holder for the Commercial General Liability policy with limits of at least \$1M per occurrence and \$2M aggregate.
 - c. Relationship Between Parties: The Parties hereto are independent contractors and are not, and shall not be deemed for any purpose, to be joint ventures. No Party shall hold itself out as the partner or agent of the other Party or make representations or warranties on behalf of the other Party, except as otherwise expressly agreed.
 - d. Severability: If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid. It is provided, however, that the basic purposes of this Agreement must be achievable through the remaining valid provisions.
 - e. Caption and Headings: The captions and headings throughout this Agreement are for convenience and reference only. The words of the captions and headings shall not be construed to be part of the binding provisions of this Agreement.
 - f. Trademarks and Symbols: The School and Host Site reserve the right to control the use of their respective names and any of their respective symbols, trademarks and service marks, presently existing or subsequently established. The School and Host Site agree not to use words, symbols, trademarks, service marks and other devices including the corporate name of the other in advertising, promotional materials or otherwise, without the prior written consent of the other. The School and Host Site will cease any previously approved usage immediately upon termination of this Agreement. The School and Host Site further agree that any advertising, promotional materials or other items which include the name of The School or Host Site are the property of the appropriate namesake and will be returned to the owner either upon request or at termination of the Agreement.
 - g. Waiver: Failure by The School, Host Site, or both to insist upon compliance with any term or provision of this Agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time irrespective of whether the circumstances are the same. No waiver of any of the terms or provisions of this Agreement will be valid or of any force or effect unless in each instance the waiver or modification is contained in writing expressing such alteration or modification and executed by the School and Host Site.

- h. Complete Agreement. This Agreement and any Attachments or Amendments to it constitutes the entire Agreement between the Parties. The representations, warranties, covenants, and Agreements set forth herein constitute all of the representations, warranties, covenants, and Agreements between the Parties and upon which the Parties have relied. All prior Agreements, either oral or written relating to the subject matter of this Agreement, not expressly set forth herein, are of no force or effect.
- i. Amendment: This Agreement may be amended at any time in writing between the School and Host Site.
- j. Governing Law: This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Missouri.
- k. Jurisdiction and Venue: Any legal action in connection with this Agreement shall be filed in the Circuit Court of Jackson County, Missouri, or the United States District Court for the Western District of Missouri, as appropriate, to which jurisdiction and venue the Parties expressly agree. In the event that any action is taken by either party to enforce any term, covenant or condition of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys’ fees, collection service expenses, court costs and related expenses from the non-prevailing party.
- l. Survival: All representations and warranties made in this Agreement and all terms and provisions hereof intended to be observed and performed after the termination hereof, shall survive such termination and continue, thereafter, in full force and effect.
- m. Counterpart Agreements: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
- n. Notices: All notices required to be given hereunder shall be made in writing and shall be deemed sufficiently given if delivered in person or mailed by first class registered or certified mail, to the following addresses:

If to School:

If to Host Site:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth below.

HOST SITE (HOST SITE)

Authorized Signatory,

Date

_____ CHARTER SCHOOL (THE SCHOOL)

Board President

Date

Board Secretary

Date

Cover Sheet

Special Education Plan

Section:	VIII. New Business
Item:	B. Special Education Plan
Purpose:	Vote
Submitted by:	
Related Material:	Special Education Compliance Plan.pdf se-local-compliance-plan-certification-statement.pdf

Local Plan for Compliance With State Regulations

Implementing Part B of the
Individuals with Disabilities Education Act

June 30, 2021

**LOCAL PLAN FOR COMPLIANCE WITH STATE REGULATIONS
IMPLEMENTING PART B OF THE
INDIVIDUALS WITH DISABILITIES EDUCATION ACT**

TABLE OF CONTENTS

I. GENERAL PROVISIONS

Definitions.....1

II. CONFIDENTIALITY

Confidentiality of Personally Identifiable Information.....11

III. IDENTIFICATION AND EVALUATION

1. Child Find16
2. Definitions and Criteria For Determination of Eligibility17
 A. Autism.....18
 B. Deaf/Blindness.....19
 C. Emotional Disturbance.....19
 D. Hearing Impaired and Deafness.....20
 E. Intellectual Disability.....21
 F. Multiple Disabilities.....21
 G. Orthopedic Impairment.....21
 H. Other Health Impairment22
 I. Specific Learning Disability22
 J. Speech or Language Impairment23
 K. Traumatic Brain Injury26
 L. Visual Impairment/Blind27
 M. Young Child with a Developmental Delay.....27
3. Procedures For Evaluation and Determination of Eligibility28

IV. FAPE/IEP/LRE

1. Free Appropriate Public Education.....37
2. Individualized Education Programs.....39
3. Least Restrictive Environment (LRE)48
4. Transition of Children From Part C Services to Part B Services.....51

V. PROCEDURAL SAFEGUARDS/DISCIPLINE

1. Opportunity to Examine Education Records/Parent Participation in Meetings.....54
 2. Independent Educational Evaluation (IEE)54
 3. Written Notice.....56
 4. Procedural Safeguards Notice.....57
 5. Parental Consent57
 6. Administrative Hearing Rights60
 7. Educational Surrogates71
 8. Transfer of Parental Rights at the Age of Majority76
 9. Disciplinary Actions/Removals/Expedited Hearings76

VI. PUBLIC AGENCY ELIGIBILITY

A. General Requirements

1. Subgrants to Public Agencies83
 2. Condition of Assistance83
 3. Consistency with State Policies83
 4. Information for SEA83
 5. Hearings Related to Public Agency Eligibility.....84
 6. Failure to Provide Free Appropriate Public Education (FAPE)84

B. Fiscal Requirements

1. Use of Amounts85
 2. Permissive Use of Funds.....85
 3. Accounting and Payment Procedures86
 4. Excess Cost.....87
 5. Maintenance of Effort.....87
 6. Withholding of Payments90
 7. Early Childhood Special Education (ECSE) Expenditure Requirements.....91

C. Compliance Requirements

1. Disproportionality93
 2. Purchase of Instructional Materials94
 3. Records Regarding Migratory Children with Disabilities95
 4. Personnel.....95
 5. Class Size and Caseloads.....95

VII. PRIVATE SCHOOLS AND AGENCIES

1. Children Placed in Approved Private Agencies by Public Agencies98
 2. Children Enrolled by their Parents in Private School when FAPE is at Issue.....98
 3. Children With Disabilities Enrolled by their Parents in Private Schools-Child Find.....100
 4. Public Agency Requirements to Provide Services for Parentally-Placed Private School
 Children with Disabilities100

VIII. STATE OPERATED PROGRAMS

1. State Educational Agency (SEA)	107
2. Missouri Schools for the Severely Disabled (MSSD)	107
3. Transfer of Students Enrolled in MSSD	110
4. Missouri School for the Blind (MSB) and Missouri School for the Deaf (MSD).....	112

I. GENERAL PROVISIONS

1. APPLICABILITY

These regulations are applicable to all public agencies within the State of Missouri responsible for providing special education and related services for students with disabilities. This includes state agencies, local educational agencies, charter schools, and state and local juvenile and adult correctional facilities. Any exceptions for specific public agencies are noted in relevant sections.

2. AMENDMENTS

Any proposed changes in these regulations shall be in accordance with the provisions of the Administrative Procedures Act.

3. DEFINITIONS

The terms defined below are found throughout these regulations. All of the following definitions are cited in the Individuals with Disabilities Education Act (IDEA) unless otherwise noted.

Act

Act means the Individuals with Disabilities Education Act, as amended.

Agree or Agreement

The terms “agree” or “agreement” refer to an understanding between the parent and the public agency about a particular question or issue, which may be in writing, depending on the context.

Assistive technology device

Assistive technology device means any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a child with a disability. The term does not include a medical device that is surgically implanted or the replacement of such device.

Assistive technology service

Assistive technology service means any service that directly assists a child with a disability in the selection, acquisition, or use of an assistive technology device.

The term includes:

- A. the evaluation of the needs of a child with a disability, including a functional evaluation of the child in the child's customary environment;
- B. purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices by children with disabilities;

- C. selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing of assistive technology devices;
- D. coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;
- E. training or technical assistance for a child with a disability, or if appropriate, that child's family; and
- F. training or technical assistance for professionals (including individuals providing education or rehabilitation service), employers, or other individuals who provide services to employ, or are otherwise substantially involved in the major life functions of children with disabilities.

Charter school

Charter school has the meaning given the term in section 5210(1) of the Elementary and Secondary School Act of 1965.

Child with a disability

The Individuals with Disabilities Education Act (IDEA) defines students with disabilities as those children, ages three (3) to twenty-one (21), who have been properly evaluated as having Intellectual Disability, Hearing Impairments and Deafness, Speech or Language Impairments, Visual Impairments including Blindness, Emotional Disturbance, Orthopedic Impairments, Autism, Traumatic Brain Injury, Other Health Impairments, a Specific Learning Disability, Deaf Blindness, or Multiple Disabilities and, who because of that disability, require special education and related services. As allowed under 34 CFR 300.87 implementing IDEA, the State of Missouri also defines a child with a disability to include ages three (3) through five (5) who have been properly identified as a young child with a developmental delay.

Consent

Consent means that the parent:

- A. has been fully informed of all information relevant to the activity for which consent is sought in his or her native language or other mode of communication;
- B. understands and agrees, in writing, to the carrying out of the activity for which his or her consent is sought, and the consent describes that activity and lists the records (if any) that will be released and to whom; and
- C. the parent understands that the consent is voluntary on the part of the parent and may be revoked at any time and, if the parent revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked).

Day; business day; school day

Day means calendar day unless otherwise indicated as business day or school day.

Business day means Monday through Friday, except for Federal and State holidays.

School day means any day, including a partial day that children are in attendance at school for instructional purposes.

Elementary school

Elementary school means a nonprofit institutional day or residential school, including a public elementary charter school that provides elementary education (Kindergarten through eighth grade).

English Learner

English learner means an individual who is aged 3 through 21; who is enrolled or preparing to enroll in an elementary or secondary school; who was not born in the United States or whose native language is a language other than English; who is a Native American or Alaska Native or a native resident of the outlying areas and who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency or who is migratory, whose native language is a language other than English and who comes from an environment where a language other than English is dominant; and, whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual the ability to meet the challenging State academic standards; the ability to successfully achieve in classrooms where the language of instruction is English; or the opportunity to participate fully in society.

Evaluation

Evaluation means that procedures are used to determine whether a student is disabled and provide information for use by the IEP team to determine the nature and extent of the special education and related services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to or procedures used with all students in a school, grade, or class unless, before administration of that test or evaluation, consent is required of parents of all children.

Excess costs

Excess costs means those costs that are in excess of the average annual per-student expenditure in a local education agency (LEA) during the preceding school year for an elementary school or secondary school student, as may be appropriate, and that must be computed after deducting amounts received (1) under Part B of the Act; (2) under Part A of title I of the ESEA; and, (3) under Parts A and B of title III of the ESEA and, any State or local funds expended for programs that would qualify for assistance under any of the parts described above, but excluding any amounts for capital outlay or debt service.

Free appropriate public education (FAPE)

A free appropriate public education (FAPE) is defined to include regular and special education and related services which:

- A. are provided at public expense, under public supervision and direction, and without charge to the parent;
- B. meet the educational standards of the State Education Agency pertaining to the education of students with disabilities;
- C. includes preschool, elementary school, and secondary school education; and
- D. are provided in conformity with the individualized education program (IEP).

Homeless children

Homeless children has the meaning given the term homeless children and youths in section 725(42 U.S.C. 11434a) of the McKinney-Vento-Homeless Assistance Act, as amended, 42 U.S.C. 11431 et seq.

Individualized education program (IEP)

Individualized education program or IEP means a written statement for a child with a disability that is developed, reviewed, and revised in accordance with 34 CFR 300.320 through 300.324.

Individualized education program (IEP) team

Individualized education program team or IEP team means a group of individuals described in 34 CFR 300.321 that is responsible for developing, reviewing, or revising an IEP for a child with a disability.

Local educational agency (LEA)

A public board of education or other public authority legally constituted in Missouri for either administrative control or direction of, or to perform a service function for, public elementary or secondary schools in a city, county, township, school district, or other political subdivision, or a combination of school districts or counties recognized by the State as an administrative agency for its public elementary schools or secondary schools.

Native language

Native language, when used with respect to an individual who is an English Learner, means the following:

The language normally used by that individual or, in the case of a child, the language normally used by the parents of the child.

In all direct contact with a child (including evaluation of the child), the language normally used by the child in the home or learning environment.

For an individual with deafness or blindness or, for an individual with no written language, the mode of communication is that normally used by the individual (such as sign language, Braille, or oral communication).

Parent

The term “parent” means a biological, adoptive, or foster parent of a child or a guardian generally authorized to make educational decisions for the child (but not the State if the child is a ward of the State), a person acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives; an individual who is legally responsible for the child’s welfare; or a surrogate parent who has been appointed.

Parent training and information center

Parent training and information center means a center assisted under sections 671 or 672 of the Act.

Personally identifiable

Personally identifiable means information that contains:

- A. the name of the child, the child’s parents, or other family member;
- B. the address of the child;
- C. a personal identifier, such as the child’s social security number or student number;
or
- D. a list of personal characteristics or other information which would make it possible to identify the child with reasonable certainty.

Private or parochial school

Any nonpublic not for profit private school, home school, or religious/parochial school.

Public agency

Public agency includes the state education agency (SEA), other state agencies, LEAs, public charter schools that are not otherwise included as LEAs and are not a school of an LEA, and any other political subdivisions of the State that are responsible for providing education to children with disabilities.

Related services

Related services means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education and includes speech pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services also include school health services, school nurse services, social work services in schools, and parent counseling and training.

Related services do not include a medical device that is surgically implanted, the optimization of that device’s functioning (e.g. mapping), maintenance of that device, or the replacement of that device.

However, nothing limits the right of a child with a surgically implanted device (e.g. cochlear implant) to receive related services (as listed above), that are determined by the IEP team to be necessary for the child to receive FAPE, or limits the responsibility of a public agency to appropriately monitor and maintain medical devices that are needed to maintain the health and safety of the child, including breathing, nutrition, or operation of other bodily functions, while the child is transported to and from school or is at school or prevents the routine checking of an external component of a surgically-implanted device to make sure it is functioning properly as required in 34 CFR 300.113(b).

Individual related services are defined as follows:

- A. Audiology includes identification of children with hearing loss, determination of the range, nature, and degree of hearing loss, including referral for medical or other professional attention for the habilitation of hearing; provision of habilitative activities, such as language habilitation, auditory training, speech reading (lip-reading), hearing evaluation, and speech conservation; creation and administration of programs for prevention of hearing loss; counseling and guidance of children, parents, and teachers regarding hearing loss; and determination of children's needs for group and individual amplification, selecting and fitting an appropriate aid, and evaluating the effectiveness of amplification.
- B. Counseling services means services provided by qualified social workers, psychologists, school counselors, or other qualified personnel.
- C. Early identification and assessment of disabilities in children means the implementation of a formal plan for identifying a disability as early as possible in a child's life.
- D. Interpreting services includes the following, when used with respect to children who are deaf or hard of hearing: oral transliteration services, cued language transliteration services; sign language transliteration and interpreting services; and transcription services, such as communication access real-time translation (CART), C-Print and TypeWell, and special interpreting services for children who are deaf-blind.
- E. Medical services means services provided by a licensed physician to determine a child's medically related disability that results in the child's need for special education and related services.
- F. Occupational therapy means services provided by a qualified occupational therapist; and includes improving, developing, or restoring functions impaired or lost through illness, injury, or deprivation, improving ability to perform tasks for independent functioning if functions are impaired or lost, and preventing, through early intervention, initial or further impairment, or loss of function. In Missouri, this definition includes licensed occupational therapist assistants practicing under the supervision of a licensed occupational therapist.
- G. Orientation and mobility services means services provided to blind or visually impaired students by qualified personnel to enable those students to attain systematic orientation to and safe movement within their environments in school,

home, and community; and includes teaching students the following, as appropriate:

- 1) spatial and environmental concepts and use of information received by the senses (such as sound, temperature, and vibrations) to establish, maintain, or regain orientation and line of travel (e.g., using sound at a traffic light to cross the street);
 - 2) to use long cane or a service animal to supplement visual travel skills or as a tool for safely negotiating the environment for students with no available travel vision;
 - 3) to understand and use remaining vision and distance low vision aids; and
 - 4) other concepts, techniques, and tools.
- H. Parent counseling and training means assisting parents in understanding the special needs of their child; providing parents with information about child development; and, helping parents to acquire the necessary skills that will allow them to support the implementation of their child's IEP or IFSP.
- I. Physical therapy means services provided by a qualified physical therapist. In Missouri, this definition includes physical therapy assistants practicing under the supervision of a licensed physical therapist.
- J. Psychological services includes administering psychological and educational tests and other assessment procedures, interpreting assessment results, obtaining, integrating, and interpreting information about child behavior and conditions relating to learning, consulting with other staff members in planning school programs to meet the special educational needs of children as indicated by psychological tests, interviews, direct observation, and behavioral evaluations, planning and managing a program of psychological services, including psychological counseling for children and parents, and assisting in developing positive behavioral intervention strategies.
- K. Recreation includes assessment of leisure function, therapeutic recreation services; recreation programs in schools and community agencies; and, leisure education.
- L. Rehabilitation counseling services means services provided by qualified personnel in individual or group sessions that focus specifically on career development, employment preparation, achieving independence, and integration in the workplace and community of a student with a disability. The term also includes vocational rehabilitation services provided to a student with disabilities by vocational rehabilitation programs funded under the Rehabilitation Act of 1973, as amended.
- M. School health services and school nurse services means health services that are designed to enable a child with a disability to receive FAPE as described in the child's IEP. School nurse services are services provided by a qualified school nurse. School health services are services that may be provided by either a qualified school nurse or other qualified person.
- N. Social work services in schools includes preparing a social or developmental history on a child with a disability, group and individual counseling with the child and family, working in partnership with parents and others on those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school, mobilizing school and community resources to enable the

child to learn as effectively as possible in his or her educational program, and assisting in developing positive behavioral intervention strategies.

- O. Speech-language pathology services includes identification of children with speech or language impairments, diagnosis and appraisal of specific speech or language impairments, referral for medical or other professional attention necessary for the habilitation of speech or language impairments, provision of speech and language services for the habilitation or prevention of communicative impairments, and counseling and guidance of parents, children, and teachers regarding speech and language impairments.
- P. Transportation includes travel to and from school and between schools; travel in and around school buildings; and, specialized equipment (such as special or adapted buses, lifts, and ramps), if required to provide special transportation for a child with a disability.

Scientifically based research

Scientifically based research means research that involves the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to education activities and programs. It includes research that:

- A. employs systematic, empirical methods that draw on observation or experiment;
- B. involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn;
- C. relies on measurements or observational method that provide reliable and valid data across evaluators and observers, across multiple measurements and observations, and across studies by the same or different investigators;
- D. is evaluated using experimental or quasi-experimental designs in which individuals, entities, programs, or activities are assigned to different conditions and with appropriate controls to evaluate the effects of the condition of interest, with a preference for random-assigned experiments, or other designs to the extent that those designs contain within-condition or across-condition controls;
- E. ensures experimental studies are presented in sufficient detail and clarity to allow for replication or, at a minimum, offer the opportunity to build systematically on their findings; and
- F. has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparable rigorous, objective, and scientific review.

Secondary school

Secondary school means a nonprofit institutional day or residential school, including a public secondary charter school that provides secondary education between the grades of 9 and 12.

Secretary

Secretary means the Secretary of Education.

Services plan

Services plan means a written statement that describes the special education and related services the LEA will provide to a parentally-placed child with a disability enrolled in a private school who has been designated to receive services, including the location of the services and any transportation necessary, consistent with 34 CFR 300.132 and is developed and implemented in accordance with 34 CFR 300.137 through 300.139.

Special education

Special education means specially designed instruction, at no cost to the parents, to meet the unique needs of a child with a disability, including instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings; and instruction in physical education. The term includes each of the following, if the services otherwise meet the definition of specially designed instruction:

- A. speech-language pathology services or any other related service if the service is considered special education rather than a related service under State standards;
- B. travel training; and
- C. vocational education.

“No cost” means that all specially designed instruction is provided without charge, but does not preclude incidental fees that are normally charged to nondisabled students or their parents as a part of the regular education program.

“Physical education” means the development of physical and motor fitness, fundamental motor skills and patterns, and skills in aquatics, dance, and individual and group games and sports (including intramural and lifetime sports), and includes special physical education, adapted physical education, movement education, and motor development.

“Specially designed instruction” means adapting, as appropriate, to the needs of an eligible child, the content, methodology, or delivery of instruction to address the unique needs of the child that result from the child's disability, and to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.

“Travel training” means providing instruction, as appropriate, to children with significant cognitive disabilities, and any other children with disabilities who require this instruction, to enable them to develop an awareness of the environment in which they live, and learn the skills necessary to move effectively and safely from place to place within that environment (e.g., in school, in the home, at work, and in the community).

“Vocational education” means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment or for

additional preparation for a career requiring other than a baccalaureate or advanced degree.

State educational agency

State educational agency or SEA means the State Board of Education or other agency or officer primarily responsible for the State supervision of public elementary schools and secondary schools.

Supplementary aids and services

Supplementary aids and services means aids, services, and other supports that are provided in regular education classes, other education-related settings, and in extracurricular and nonacademic settings, to enable children with disabilities to be educated with nondisabled children.

Transition services

Transition services means a coordinated set of activities for a child with a disability that is designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the child with a disability to facilitate the child's movement from school to post-school activities, including post-secondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation.

The coordinated set of activities shall be based upon the individual student's needs, taking into account the student's strengths, preferences, and interests, and shall include instruction, related services, community experiences, the development of employment and other post-school adult living objectives and, when appropriate, acquisition of daily living skills and functional vocational evaluation.

Transition services for students with disabilities may be special education if provided as specially designed instruction, or related services if required to assist a student with a disability to benefit from special education.

Universal design

Universal design has the meaning given the term in Section 3 of the Assistive Technology Act of 1998, as amended, 29 U.S.C. 3002.

Ward of the State

Ward of the State means a child who, as determined by the State where the child resides, is a foster child, is a ward of the State, or is in the custody of a public child welfare agency, except that the term does not include a foster child who has a foster parent who meets the definition of a parent.

II. CONFIDENTIALITY

1. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

This public agency ensures the confidentiality of all such information consistent with the specific procedures established in this section.

Definitions

"Destruction" means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.

"Educational records" means records maintained by a public agency responsible for the provision of general education or special education and related services that pertain to the special education and related services provided to a student with a disability. The term includes medical, psychological, and educational reports but does not include records of instructional, educational, ancillary, supervisory, and administrative personnel which are the sole possession of the maker and which are not accessible or revealed to any other personnel, except another person who performs on a temporary basis the duties of the individual who made the record. The term includes test instruments or protocols/score sheets and a record of the test results. Copies of test protocols will only be provided if the failure to do so would effectively prevent the parent or student from exercising the right to inspect and review the educational records. The term does not include certain records maintained by a law enforcement unit of a public agency or records maintained about a student with a disability as an employee of the public agency.

"Participating agency" means any agency or institution that collects, maintains, or uses personally identifiable information or from which information is obtained under Part B of IDEA.

Notice to Parents (34 CFR 300.612)

DESE requires each public agency to give adequate notice to fully inform parents about public agency's responsibility to protect the confidentiality of any personally identifiable information collected, used, or maintained for IDEA purposes. The notice will be provided in the native language of the parent. The notice shall include:

- A. the different languages the notice is available in;
- B. a description of the students on whom personally identifiable information is maintained, the types of information sought, the methods the public agency intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;
- C. a summary of the policies and procedures which the public agency must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; and

- D. a description of all of the rights of parents and children regarding this information, including the rights under the Family Educational Rights and Privacy Act of 1974- and implementing regulations in 34 CFR part 99.

Before any major identification, location, or evaluation activity is initiated, the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify parents throughout the public agency of the activity.

Access Rights (34 CFR 300.613)

Each local school district/public agency shall permit parents to inspect and review any educational records relating to their children that are collected, maintained, and used by the local school district/public agency regarding their student without unnecessary delay and before any meeting regarding an IEP, hearing relating to the identification, evaluation, placement or provision of FAPE, or resolution session and, in no case, more than 45 days after the request has been made. The right to review and inspect records includes:

- A. the right to a response from the participating agency to reasonable requests for explanations and interpretations of the records;
- B. the right to request that the agency provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and
- C. the right to have a representative of the parent inspect and review the records.

An agency may presume that the parent has authority to inspect and review records relating to his/her child unless the agency has been advised that the parent does not have the authority under applicable state law governing such matters as guardianship, separation, and divorce.

Record of Access (34 CFR 300.614)

Each participating agency shall maintain a record of all parties obtaining access to education records collected, maintained, or used under Part B of IDEA (except access by parents and authorized employees of the participating agency) including electronic records. The record will include:

- A. name(s) of party;
- B. the date access was given; and
- C. purpose for which the party is authorized to use the records.

The record of access shall be maintained in each file of each student that contains confidential information. The agency is required to maintain a list of those employees who have access to educational records and maintain the list in a central location. Only employees of the agency who have a legitimate need to access education records shall be included on the list.

Records of More Than One Student (34 CFR 300.615)

If any education record includes information on more than one (1) student, the agency shall allow parents to inspect and review only the information relating to their child or to be informed of the specific information.

List of Types and Location of Information (34 CFR 300. 616)

Each participating agency shall provide parents, on request, a list of the types and locations of education records collected, maintained, or used by the agency.

Fees (34 CFR 300.617)

Each participating agency may charge a fee for copies of records which are made for parents under this part if the fee does not effectively prevent the parents from exercising their right to inspect and review those records. A participating agency may not charge a fee to search for or to retrieve information under this part.

Amendment of Records at Parent Request and Hearing Rights (34 CFR 300.618)

A parent who believes that information in the educational records collected, maintained, or used under this part is inaccurate, misleading, or violates the privacy or other rights of his/her child may request the participating agency that maintains the information to amend the information.

The school district/public agency shall reach a decision regarding the request within a reasonable period of time, but no more than 45 calendar days after receipt of the request. If the agency agrees to the requested amendment, the records in question shall be amended as agreed to. If the agency denies the request for an amendment, the agency shall:

- A. inform the parent of the denial and advise the parent of their right to a hearing; and
- B. advise the parent/guardian that they have a right to request a hearing, before an official of the district or agency, if they desire to further challenge the data contained within the student's file. This hearing shall be held in conformity with the requirements outlined in Section 99.22 of the Family Educational Rights and Privacy Act regulations.

If, as a result of the hearing, the public agency decides the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, the public agency shall amend the information accordingly and so inform the parent in writing.

If, as a result of the hearing, the public agency decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, the agency shall inform the student's parent of the right to place in the records

it maintains on the student a statement commenting on the information or setting forth any reason for disagreeing with the decisions of the public agency. Any explanation placed in the records of the student must be maintained by the public agency as a part of the student's records as long as the record or contested portion is maintained by the public agency. If the record of the student or the contested portion is disclosed by the public agency to any party, the explanation must also be disclosed to the party.

Consent (34 CFR 300.622)

Parental consent must be obtained before personally identifiable information is disclosed to third parties, unless the information is contained in the educational records, and the disclosure is authorized without parental consent under 34 CFR part 99 (the regulations implementing the Family Educational Rights and Privacy Act of 1974).

Parental consent, or the consent of an eligible student who has reached the age of 18, must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services in accordance with an IEP.

If a student is enrolled or going to enroll in a private school that is not located in the public agency of the parent's residence, parental consent must be obtained before any personally identifiable information about the student is released between officials in the public agency where the private school is located and officials in the public agency of the parent's residence.

Safeguards (34 CFR 300.623)

Each public agency shall protect the confidentiality of personally identifiable information of collection, storage, disclosure, and destruction stages. To assure protection, the public agency shall:

- A. appoint one (1) official at each public agency to be responsible for ensuring the confidentiality of any personally identifiable information;
- B. provide training or information to all persons collecting or using personally identifiable information in the state's policies and procedures governing such information; and
- C. maintain, for public inspection, a current list of the names and positions of those employees within the public agency who may have access to personally identifiable data.

Destruction of Information (34 CFR 300.624)

The public agency shall inform parents when personally identifiable information collected, maintained, or used under this part is no longer needed to provide educational services to his/her child. The information must be destroyed at the request of the parent subject to the federal requirement that records be maintained for a minimum of three

(3) years from the date the child no longer receives special education and related services. However, a permanent record containing the student's name, address, phone number, grades, attendance record, classes attended, grade level completed, and year completed may be retained without time limitation.

Students' Rights (34 CFR 300.625)

All rights of privacy and educational records indicated herein with regard to parents shall pass to the student upon reaching age 18, or when the student is otherwise emancipated under state law, except in the case of a student with a disability who is legally determined to be incompetent to make such decisions for himself/herself and for whom legal guardianship or conservatorship is required beyond the age of 18. In those instances, the legally established guardian or conservator shall maintain the rights to privacy as outlined in this section.

Parents of students who reach age 18 but who are still dependents, as defined in Section 152 of the Internal Revenue Service Code of 1954, may inspect and review the student's educational record at the discretion of the public agency.

III. IDENTIFICATION AND EVALUATION

1. CHILD FIND

It is the policy or responsibility of this agency that all students with disabilities, residing in the district, including students with disabilities who are homeless students or are wards of the state, and students with disabilities attending private schools, regardless of the severity of their disability, and who are in need of special education and related services are identified, located, and evaluated. This requirement applies to highly mobile students with disabilities (such as migrant and homeless students) and students who are suspected of being a student with a disability and in need of special education even though they are advancing from grade to grade. This agency also ensures that it has procedures in place to determine which students are receiving needed special education and related services.

The Department of Elementary and Secondary Education (DESE) is the agency responsible for coordinating the planning and implementation of the Child Find activities for children/students birth to twenty-one (21).

The following state agencies participate in the planning and implementation of Child Find activities as stated:

Department of Mental Health assists in identification and location of infants, toddlers, and students with suspected disabilities through its Regional Centers for the Developmentally Disabled, State Habilitation Centers, and State Hospitals. Referrals are made to local public agencies and the Part C system.

Department of Health and Human Services assists in identification and location of infants, toddlers, and students with suspected disabilities through its Title V and Head Injury Programs. Referrals are made to local public agencies and to the Part C system.

Department of Social Services

- A. The Children's Division assists in the identification of infants, toddlers and students with suspected disabilities. Referrals are made to local public agencies and to the Part C system.
- B. Rehabilitation Services for the Blind identifies, locates, and refers infants, toddlers, and students who have visual problems. Referrals are made to either local public agencies or to the Part C system.
- C. The Division of Youth Services identifies students with disabilities who are placed within the care and custody of the Missouri Division of Youth Services. Special education services are provided for these students within the Division's facilities.

Department of Corrections provides for the identification of and special education services to inmates with disabilities under age twenty-one (21) years, who are placed within its jurisdiction.

DESE requires local education agencies (LEAs) to annually assist in Child Find by conducting the following activities prior to November 1 each year:

- A. Publishing one (1) public notice in local newspapers or on the public agency website that describes the public agency's responsibility to provide special education and related services to students ages three (3) to twenty-one (21). The notice must also describe this agency's responsibility to refer infants and toddlers suspected of having a disability to the state Part C early intervention system.
- B. Airing one (1) public notice on local radio and/or television stations, during general viewing/listening hours, which describe this agency's responsibility to provide special education and related services to students ages three (3) to twenty-one (21).
- C. Placing posters/notices in all administrative offices of each building operated by this agency that describes the public agency's responsibility to provide special education and related services to students ages three (3) to twenty-one (21).
- D. Providing written information through general distribution to the parents/guardians of students enrolled in the public agency which describes the public agency's responsibility to provide special education and related services to students ages three (3) to twenty-one (21).

This public agency is also required to conduct Child Find in private schools as outlined in Regulation XIII of the Missouri State Plan for Special Education.

2. DEFINITIONS AND CRITERIA FOR DETERMINATION OF ELIGIBILITY

The Individuals with Disabilities Education Act (IDEA) defines students with disabilities as those students, ages three (3) to twenty-one (21), who have been properly evaluated as having Intellectual Disability, Hearing Impairments and Deafness, Speech or Language Impairments, Visual Impairments, including Blindness, Emotional Disturbance, Orthopedic Impairments, Autism, Traumatic Brain Injury, Other Health Impairments, a Specific Learning Disability, Deaf Blindness, or Multiple Disabilities and who because of that disability, require special education and related services. As allowed under 34 CFR 300.8 implementing IDEA, the State of Missouri also defines a child with a disability to include students ages three (3) through five (5) who have been properly identified as a young child with a developmental delay.

No student may be determined to be eligible if the determinant factor for that eligibility determination is lack of appropriate instruction in reading, including the essential components of comprehensive literacy (as defined in section 2221(b)(1) of the ESEA), or lack of appropriate instruction in math, or limited English proficiency 34 CFR 300.306(b)(1).

Several conditions may be diagnosed by other professionals such as physicians, psychologists, etc. that are not specified by IDEA. These may include such conditions as Tourette syndrome, diabetes, sickle cell anemia, leukemia, dyslexia, central auditory processing disorder, etc. Students who present significant learning problems by virtue of the condition may demonstrate eligibility for special education under one or more of the disabilities identified above.

Disability Categories, Definitions, and Criteria in alphabetical order:

- A. Autism
- B. Deaf/Blindness
- C. Emotional Disturbance
- D. Hearing Impairment and Deafness

- E. Intellectual Disability
- F. Multiple Disabilities
- G. Orthopedic Impairment
- H. Other Health Impairments
- I. Specific Learning Disabilities
- J. Speech or Language Impairment
- K. Traumatic Brain Injury (TBI)
- L. Visual Impairment/Blind
- M. Young Child with a Developmental Delay

Autism Definition

“Autism” means a developmental disability significantly affecting verbal or nonverbal communication and social interaction, generally evident before age three (3) that adversely affects a student’s educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences.

The term does not apply if a student’s educational performance is adversely affected primarily because the student has an emotional disability as defined in this document.

A student who manifests the characteristics of autism after age three could be identified as having autism if the criteria above are satisfied.

Criteria for Initial Determination of Eligibility

A student displays autism when:

- A. Through evaluation that includes a review of medical records, observation of the student’s behavior across multiple environments, and an in-depth social history, the following behaviors are documented:
 - 1. Disturbances of speech, language-cognitive, and nonverbal communication: The student displays abnormalities that extend beyond speech to many aspects of the communication process. Communicative language may be absent or, if present, language may lack communicative intent. Characteristics may involve both deviance and delay. There is a deficit in the capacity to use language for social communication, both receptively and expressively.
 - 2. Disturbance of the capacity to relate appropriately to people, events, or objects: The student displays abnormalities in relating to people, objects, and events. There is a deficit in the capacity to form relationships with people. The capacity to use objects in an age appropriate or functional manner may be absent, arrested, or delayed. The student may seek consistency in environmental events to the point of exhibiting rigidity in routines.
- B. The condition adversely affects the student’s educational performance.
- C. The autism is not a result of an emotional disability as defined in this document.

Other Behaviors Which the Student May Exhibit Include:

- A. Disturbance of developmental rates and sequences: The student may also exhibit delays, arrests, or regressions in physical, social, or learning skills. Areas of precocious skill development may also be present, while other skills may develop at normal or extremely depressed rates. The order of skill acquisition frequently does not follow normal developmental patterns.
- B. Disturbances of responses to sensory stimuli: The student's behavior may also range from being hyperactive to being unresponsive to people and objects in their environment and can alternate between these two (2) states over periods ranging from hours to months. Disturbances may be apparent in auditory, visual, olfactory, gustatory, tactile, and kinesthetic responses. The student may respond to stimulation inappropriately and in repetitive or nonmeaningful ways.

Deaf/Blindness Definition

“Deaf/Blindness” means concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for students with deafness or students with blindness.

Criteria for Initial Determination of Eligibility

A student is deaf/blind when:

- A. both visual and hearing impairments are present as described in the criteria for Hearing Impairment/Deafness and Visual Impairment/Blindness, and
- B. the impairments together cause severe communication, developmental, and educational needs.

Emotional Disturbance Definition

“Emotional Disturbance” means a condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a student's educational performance:

- A. an inability to learn that cannot be explained by intellectual, sensory or health factors;
- B. an inability to build or maintain satisfactory interpersonal relationships with peers and teachers;
- C. inappropriate types of behavior or feelings under normal circumstances;
- D. a general pervasive mood of unhappiness or depression; and
- E. a tendency to develop physical symptoms or fears associated with personal or social problems.

The term includes schizophrenia, but does not apply to students who are socially maladjusted unless it is determined they have an emotional disturbance.

Criteria for Initial Determination of Eligibility

A student displays an emotional disturbance when:

- A. through evaluation procedures that must include observation of behavior in different environments, and an in-depth social history the student displays one of the following characteristics:
 - 1. an inability to learn that cannot be explained by intellectual, sensory or health factors;
 - 2. an inability to build or maintain satisfactory interpersonal relationships with peers and teachers;
 - 3. inappropriate types of behavior or feelings under normal circumstances;
 - 4. a general pervasive mood of unhappiness or depression; and
 - 5. a tendency to develop physical symptoms or fears associated with personal or social problems.
- B. the characteristic(s) must have existed to a marked degree and over an extended period of time. In most cases, an extended period of time would be a range from two (2) through nine (9) months depending upon the age of the student and the type of behavior occurring. For example, a shorter duration of disturbance that interrupts the learning process in a younger student might constitute an extended period of time. Difficulties may have occurred prior to the referral for evaluation; and
- C. the emotional disturbance adversely affects the student's educational performance.

NOTE: Manifestations of an emotional disturbance can be observed along a continuum ranging from normal behavior to severely disordered behavior. Students who experience and demonstrate problems of everyday living and/or those who develop transient symptoms due to a specific crisis or stressful experience are not considered to have an emotional disturbance.

Hearing Impairment and Deafness Definition

"Hearing Impairment" means an impairment in hearing, whether permanent or fluctuating, that adversely affects a student's educational performance, but is not included in the following definition for deafness.

"Deafness" means a hearing impairment that is so severe that the student is impaired in processing linguistic information through hearing, with or without amplification that adversely affects a student's educational performance.

Criteria for Initial Determination of Eligibility

A student displays a Hearing Impairment/Deafness when:

- A. a hearing impairment has been diagnosed by an audiologist; and
- B. the hearing impairment adversely affects the student's educational performance.

Intellectual Disability Definition

“Intellectual Disability” means significantly subaverage general intellectual functioning existing concurrently with deficits in adaptive behavior manifested during the developmental period that adversely affects a student’s educational performance.

Criteria for Initial Determination of Eligibility

A student displays intellectual disability when:

- A. the student performs 2.0 Standard Deviations below their peers of equivalent age, ethnic, and cultural background when measured by a standardized instrument of cognitive ability;
- B. adaptive behavior refers to the effectiveness with which a student meets the standards of personal independence and social responsibility expected of his/her age and cultural group. Adaptive behavior assessments should be completed by two or more adults who are familiar with the child’s functional performance, including a parent or guardian when possible. The student displays significant deficits in adaptive behavior functioning when results from two raters using a standardized adaptive behavior instrument produce composite scores 2.0 Standard Deviations below the mean. When the criterion is met on one composite score, a second score allowing for the standard error of measurement may be accepted. There should be a significant positive correlation between the student’s intellectual ability and adaptive behavior; and
- C. the disability adversely affects the student’s educational performance. The description of adverse educational impact is supported by information gained through a comprehensive evaluation including observation of the student’s academic and functional performance completed in a variety of educational settings.

Multiple Disabilities Definition

“Multiple Disabilities” means concomitant impairments (such as intellectual disability-blindness, intellectual disability-orthopedic impairment, etc.), the combination of which causes such severe educational needs that they cannot be accommodated in special education programs solely for one of the impairments. The term does not include deaf/blindness.

Criteria for Initial Determination of Eligibility

A student displays multiple disabilities when:

- A. concomitant impairments occur; and
- B. the impairments together cause severe educational needs.

Orthopedic Impairment Definition

“Orthopedic Impairment” means a severe orthopedic impairment that adversely affects a student’s educational performance. The term includes impairments caused by congenital anomaly (e.g., club foot, absence of some member, etc.), impairments caused by disease

(poliomyelitis, bone tuberculosis, etc), and impairments from other causes (e.g., cerebral palsy, amputations and fractures or burns that cause contractures).

Criteria for Initial Determination of Eligibility

A student displays a physical impairment when:

- A. an orthopedic impairment has been diagnosed by a licensed physician; and
- B. the physical impairment adversely affects the student's educational performance.

Other Health Impairment Definition

“Other Health Impairment” means having limited strength, vitality or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment that is due to chronic or acute health problems, such as asthma, attention deficit disorder or attention deficit hyperactivity disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, and Tourette syndrome, and adversely affects a student's educational performance.

Criteria for Initial Determination of Eligibility

A student displays a Health Impairment when:

- A. a health impairment has been diagnosed by a licensed physician, licensed psychologist, licensed professional counselor, or licensed clinical social worker or school psychologist, and
- B. the health impairment adversely affects the student's educational performance. The description of adverse educational impact is supported by information gained through a comprehensive evaluation including observation of the student's academic and functional performance completed in a variety of educational settings.

Specific Learning Disability Definition

"Specific Learning Disability" means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, which may manifest itself in an imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations. The term includes such conditions as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. The term does not include learning problems that are primarily the result of visual, hearing, or motor disabilities; intellectual disability; emotional disturbance; cultural factors; environmental or economic disadvantage; or limited English proficiency.

Criteria for Initial Determination of Eligibility

A student has a specific learning disability when:

- A. The student does not achieve adequately for the student's age or to meet state approved grade-level standards in one or more of the following areas, when provided with learning experiences and instruction appropriate for the student's age or state approved grade-level standards:

Oral Expression
Written Expression
Reading Fluency Skills
Mathematics calculation

Listening Comprehension
Basic Reading Skill
Reading Comprehension
Mathematics Problem Solving; and

- B. The student does not make sufficient progress to meet age or state approved grade-level standards in one or more of the areas identified in A above when using a process based on the student's response to scientific, research-based intervention; or

The student exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, state approved grade-level standards, or intellectual development, that is determined by the group to be relevant to the identification of a specific learning disability, using appropriate assessments, consistent with 34 CRF 300.304-307.300.311. A pattern of strengths and weaknesses is defined as a severe discrepancy between achievement and intellectual ability of at least 1.5 standard deviations; and

- C. The group determines that its findings under this section are not primarily the result of:

- 1) A visual, hearing, or motor disability;
- 2) Intellectual disability;
- 3) Emotional disturbance;
- 4) Cultural factors;
- 5) Environmental or economic disadvantage;
- 6) Limited English Proficiency;
- 7) Lack of appropriate instruction in reading, including the essential components of comprehensive literacy instruction (as defined in section 2221(b)(1) of the ESEA);
- 8) Lack of appropriate instruction in math; and

- D. To ensure that underachievement in a student suspected of having a specific learning disability is not due to lack of appropriate instruction in reading or math, the group must consider, as part of the evaluation:

- 1) Data that demonstrates that prior to or as part of the referral process, the student was provided appropriate instruction in regular education settings, delivered by qualified personnel, and
- 2) Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the student's parents.

Professional Judgment

If this agency uses a severe discrepancy method: A student who does not display a discrepancy of at least 1.5 standard deviations as defined above, may nonetheless be deemed to have a specific learning disability if 1) the student meets the other criteria of this rule; and 2) based upon professional judgment and review of formal and informal assessments, the evaluation team concludes that a severe discrepancy exists. In such cases, sufficient data must be presented in the evaluation report to document the existence of a specific learning disability.

It is the policy of the state of Missouri that any agency using a Response to Intervention model for the identification of Specific Learning Disability, must have written procedures

for implementing that, at a minimum, incorporate guidelines developed by SEA which are found on the Department website.

Speech or Language Impairment Definition

“Speech or Language Impairment” means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment that adversely affects a student’s educational performance.

A. Criteria for Initial Determination of Eligibility – Language Impairment

A language impairment is present when a comprehensive communication assessment documents all of the following:

- 1) the language impairment adversely affects the student’s educational performance as documented by lack of response to evidence based interventions designed to support progress in the general education curriculum;
- 2) the student’s overall language functioning is significantly below age expectations as measured by two or more composite standard scores on standardized language assessments. The composite language score reflects both receptive and expressive language function in a single standard score. Significantly below is defined as 1.75 standard deviations or more below the mean for students who are kindergarten age eligible and older. A public agency may accept a second composite score allowing for the standard error of measurement when the criterion is met on the other composite score. The agency may adopt written procedures for utilization of reasonable variances that enable a student to meet the standard score criterion in highly unique situations such as English Learners;
- 3) young child with a developmental disability criteria (communication area) shall be used for eligibility determinations for children who are three (3) to five (5) years of age but not yet kindergarten eligible;
- 4) the student consistently displays inappropriate or inadequate language that impairs communication in the student’s educational environment as documented by structured qualitative procedures such as a formal language sample, classroom observations, curriculum based assessments, teacher/parent checklists/interviews, or other clinical tasks; and
- 5) the language impairment is not a result of dialectal differences or second language influence.

B. Criteria for Determination of Initial Eligibility - Sound System Disorder

A Sound System Disorder, which includes articulation and/or phonology, is present when:

- 1) the Sound System Disorder adversely affects the student’s educational performance as documented by lack of response to evidence based interventions designed to support progress in the general education curriculum;
- 2) the student exhibits a significant delay of at least one year in correct sound production based on the state designated normative data in the table below after administering a single word test and/or a sentence/phrase repetition task and a connected speech sample with consideration given to the type of error recorded (substitutions, omissions, distortions, and/or additions). These errors may be described as single sound errors or errors in phonological patterns. However, if the student does not exhibit a significant delay of at least one year in correct sound production, but there are multiple errors in the sound system which are collectively so severe that the student’s speech is unintelligible, the public agency may establish the student as having a sound system disorder; and
- 3) the sound system disorder is not a result of dialectal differences or second language influence.

Phoneme	Chronological Age	Phoneme	Chronological Age	Word in it ial clusters	Chronological Age
/ m /	3:0	/ -f /	5:6	/ tw kw /	5:6
/ n /	3:6	/ v /	5:6	/ sp st sk /	7:0
/ ŋ / (ng)	7:0	/ θ / (th)	8:0	/ sm sn /	7:0
/ h /	3:0	/ ð / (th)	7:0	/ sw /	7:0
/ w /	3:0	/ s /	7:0	/ sl /	7:0
/ j / (y)	5:0	/ z /	7:0	/ pl bl kl gl fl /	6:0
/ p /	3:0	/ ʃ / (sh) /	7:0	/ pr br tr dr kr gr fr /	8:0
/ b /	3:0	/ tʃ / (ch)	7:0	/ θr /	9:0
/ t /	4:0	/ dʒ / (j)	7:0	/ skw /	7:0
/ d /	3:6	/ ʒ / (zh)	8:0	/ spl /	7:0
/ k /	3:6	/ l- /	6:0	/ spr str skr /	7:0
/ g /	4:0	/ -l /	7:0		
/ f- /	3:6	/ r /	8:0		

C. Criteria for Initial Determination of Eligibility - Fluency

A fluency impairment is present when a comprehensive communication assessment documents all of the following:

- 1) the fluency impairment adversely affects the student’s educational performance as documented by lack of response to evidence based interventions designed to support progress in the general education curriculum;
- 2) the student’s fluency is significantly below the norm as measured by speech sampling in a variety of contexts and impairs communication in the student’s educational environment as documented by structured qualitative procedures such as classroom observations, curriculum based assessments, teacher/parent checklists/interviews, or other clinical tasks; and

- 3) the student consistently exhibits at least one of the following symptomatic behaviors of dysfluency:
 - a. sound, syllabic, or word repetitions;
 - b. prolongations of sounds, syllables, or words;
 - c. avoidance;
 - d. blockages; or
 - e. hesitations.

D. Criteria for Initial Determination of Eligibility - Voice

A voice impairment is present when a comprehensive communication assessment documents all of the following:

- 1) the voice impairment adversely affects the student's educational performance as documented by lack of response to evidence based interventions designed to support progress in the general education curriculum;
- 2) the student consistently exhibits deviation in pitch, quality, or volume;
- 3) the student's voice is discrepant from the norm as related to his/her age, sex, and culture and is distracting to the listener; and
- 4) the voice impairment is not a result of:
 - a. a medical condition that contraindicates voice therapy intervention;
 - b. a temporary condition such as: normal voice changes, allergies, colds, or other such conditions; or
 - c. a dialectal difference or second language influence.

Traumatic Brain Injury (TBI) Definition

“Traumatic Brain Injury” means an acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects a student's educational performance. The term includes open or closed head injuries resulting in impairments in one or more areas, such as, cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem solving, sensory, perceptual and motor abilities, psychological behavior, physical functions, information processing and speech. The term does not include brain injuries that are congenital or degenerative or to brain injuries induced by birth trauma.

Initial Eligibility Criteria for Traumatic Brain Injury

A student has a Traumatic Brain Injury when:

- A. a traumatic brain injury/head injury has been diagnosed by a licensed physician or through a neuropsychological assessment; and
- B. the student's educational performance is adversely affected by deficits in acquisition, retention, and/or generalization of skills. Students with a brain injury may have rapidly

changing profiles, therefore, educational assessment should include current documentation of the student's functional capabilities and indicate deficits in one or more of the following areas:

- 1) building or maintaining social competence;
- 2) performance of functional daily living skills across settings;
- 3) the ability to acquire and retain new skills, and
- 4) the ability to retrieve prior information.

Professional Judgment

A student may also be deemed eligible if the student displays characteristics of TBI even though a medical diagnosis of head injury has not been made by a physician. In such cases, substantial data to document the medical basis for a head injury must be present in the evaluation report.

Visual Impairment/Blindness Definition

Visual Impairment, including blindness, means an impairment in vision that, even with correction, adversely affects a student's educational performance. The term includes both partial sight and blindness.

Criteria for Visual Impairment/Blindness

A student has an impairment in vision that, even with correction, adversely affects a student's education performance. This includes both partial sight and blindness.

Young Child with a Developmental Delay Definition

"Young Child with a Developmental Delay" means a child ages three (3) through five (5) who is experiencing developmental delays, as measured by appropriate evaluation instruments and procedures, in one or more of the following areas: physical development, cognitive development, communication development, social or emotional development, or adaptive development, and who need special education and related services.

Note: LEAs in Missouri are not required to adopt and use the term "Young Child with a Developmental Delay" for any children in their jurisdiction. However, if an LEA uses the term "Young Child with a Developmental Delay," this agency must conform to both the state's definition of the term and the age range.

Criteria for Initial Eligibility for Young Children with a Developmental Delay

For children ages three (3) through five (5) (not kindergarten age eligible) A child has a developmental delay when:

- A. The student's development is at or below 1.5 standard deviations, or equivalent levels, of the mean in any TWO areas of development OR at or below 2.0 standard deviations, or equivalent levels, in any ONE area of development as compared to typical development. Areas of development that can be used to determine eligibility include physical, cognitive, communication, social/emotional or adaptive.
- B. The child needs special education and related services.

Professional Judgment

A child may also be deemed eligible when:

- A. the evaluation report documents through formal and informal assessment that a significant deficit exists and a child is eligible for services even though the standard scores, or equivalent levels, do not meet the stated criterion levels in A above; or
- B. the team may determine that a child who is functioning above the stated criterion level and because of intensive early intervention, is eligible for services based on expected regression if services were to be terminated.

For students ages five (5) (kindergarten eligible)

- A. Students kindergarten age eligible may continue eligibility as a Young Child with a Developmental Delay if they were identified as such prior to attaining kindergarten age eligibility.

3. PROCEDURES FOR EVALUATION AND DETERMINATION OF ELIGIBILITY

This agency ensures that it establishes and implements procedures for evaluation and determination of eligibility that meet the requirements of this section.

Parental consent for initial evaluation

Consent of the parent must be obtained by this agency from a parent prior to conducting the initial evaluation.

Consent for initial evaluation may not be construed as consent for initial provision of special education and related services. This agency must make reasonable efforts to obtain the informed consent from the parent for an initial evaluation to determine whether the student is a student with a disability.

Ward of the State

For initial evaluations only; if the student is a ward of the state and is not residing with the student's parent, this agency is not required to obtain informed consent from the parent for an initial evaluation to determine if the student is a student with a disability if:

- A. This agency cannot discover the whereabouts of the parent of the student despite reasonable efforts to do so;
- B. The rights of the parent of the student have been terminated in accordance with state law; and
- C. The rights of the parent to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student.

Failure to Consent

If the parent of a student enrolled in this agency or seeking to be enrolled in this agency does not provide consent for initial evaluation or the parent fails to respond to a request to provide consent, this agency may, but is not required to, pursue the initial evaluation of the student by utilizing the procedural safeguards (including mediation procedures or due process procedures), if appropriate, except to the extent inconsistent with state law relating to such parental consent. This agency does not violate its obligation under “Child Find” or “evaluations and reevaluations” of the Act if it declines to pursue the evaluation.

Evaluation Timelines

The following timelines are adopted by the state for the purposes of evaluation. This agency shall provide the parent with a Notice of Intent to Evaluate as soon as possible, but within thirty (30) calendar days of the date of referral for evaluation. Delays beyond this time may be permitted for just cause (school breaks for summer or holidays, student illness, etc.) and documented in the student’s record.

The evaluation shall be completed and a decision regarding eligibility rendered within sixty (60) calendar days following parent consent or notice, as the case may be. This timeline does not apply if the parent of the student repeatedly fails or refuses to produce the student for evaluation or the student enrolls in a school of another public agency after the timeline has begun and prior to a determination by the student’s previous public agency as to whether the student is a student with a disability or there is just cause (school breaks for summer or holidays, student illness, etc).

Parent Request for Evaluation

Parents may request an evaluation for their student. If this agency receives such a request, the public agency shall:

- A. accept the request and determine in a timely manner, but not more than 30 days from the request, if there is reason to suspect a disability and need for evaluation. Proceed with the evaluation process in accordance with the timelines and requirements set forth in this section, or
- B. refuse the request and provide the parent with Notice of Action Refused

Initial Evaluation (34 CFR 300.301)

This agency shall conduct a full and individual initial evaluation, in accordance with 34 CFR 300.305 and 34 CFR 300.306, before the initial provision of special education and related services to a student with a disability. This may or may not include additional testing as determined by the evaluation team members.

Either a parent of a student or this agency may initiate a request for an initial evaluation to determine if the student is a student with a disability. If the public agency determines there is no reason to suspect a disability, the parent will be provided with a notice of action refusing to conduct an initial evaluation.

The initial evaluation must be conducted within the evaluation timelines set forth above, must consist of procedures to determine if the student is a student with a disability as defined in the State Plan and to determine the educational needs of the student.

If a parent of a student repeatedly fails or refuses to produce the student for evaluation or, if a student enrolls in a school of another public agency after the evaluation timeline has begun and prior to the determination by the student's previous public agency as to whether the student is a student with a disability, the sixty (60) day timeframe does not apply. An exception to this applies only if the subsequent public agency is making sufficient progress to ensure a prompt completion of the evaluation, and the parent and the subsequent public agency agree to a specific time when the evaluation will be completed.

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.

Reevaluations (34 CFR 300.303)

This agency must ensure that a reevaluation of each student with a disability is conducted if this agency determines that the educational or related services needs, including improved academic achievement and functional performance of the student warrant a reevaluation or if the student's parent or teacher requests a reevaluation.

A reevaluation may occur not more than once a year, unless the parent and this agency agree otherwise. A reevaluation must occur at least once every three years, unless the parent and this agency agree that a reevaluation is unnecessary.

Evaluation Procedures (34 CFR 300.304)

This agency must provide notice to the parents of a student with a disability that describes any evaluation procedures including, but not limited to, standardized and non-standardized tests, classroom observations, functional behavioral assessments (FBAs), interviews that the public agency proposes to conduct. This agency shall ensure, at a minimum, that the following requirements are met:

- A. A variety of assessment tools and strategies are used to gather relevant functional, developmental, and academic information about the student, including information provided by the parent, and information related to enabling the student to be involved in and progress in the general curriculum (or for a preschool child, to participate in appropriate activities), that may assist in determining whether the student is a student with a disability and the content of the student's IEP.
- B. No single measure or assessment is used as the sole criterion for determining whether a student is a student with a disability and for determining an appropriate educational program for a student.

- C. This agency uses technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.
- D. Assessments and other evaluation materials used to assess a child under Part B of the Act are selected and administered so as not to be discriminatory on a racial or cultural basis, are provided and administered in the student's native language or other mode of communication, and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to provide or administer.
- E. Assessments and other evaluation materials used to assess a student are used for the purposes for which the assessments or measures are valid and reliable and are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the tests. If an assessment is not conducted under standard conditions, a description of the extent to which it varied from standard conditions (e.g., the qualifications of the person administering the test or the method of test administration) must be included in the evaluation report.
- F. 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.
- G. Assessments are selected and administered so as best to ensure that if a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).
- H. The student 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.
- I. Assessments of students with disabilities who transfer from one public agency to another public agency in the same school year are coordinated with those student's prior and subsequent public agency as necessary and as expeditiously as possible to ensure prompt completion of full evaluations.
- J. In evaluating each student with a disability, the evaluation is sufficiently comprehensive to identify all of the student's special education and related services needs, whether or not commonly linked to the disability category in which the student has been classified.
- K. This agency uses assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the student.

Additional Requirements for Evaluations and Reevaluations (34 CFR 300.305)

As part of an initial evaluation (if appropriate) and as part of any reevaluation under Part B of IDEA, the IEP team, and other qualified professionals, as appropriate, shall review existing evaluation data on the student, including evaluations and information provided by the parents of the student, current classroom-based, local or state assessments, classroom based observations, and observations by teachers and related services providers. On the basis of that review, and input from the student's parents, IEP Team

and other qualified professionals, as appropriate, shall identify what additional data, if any, are needed to determine:

- A. whether the student has a particular category of disability and the educational needs of the student, or in case of a reevaluation of a student, whether the student continues to have such a disability and the educational needs of the student;
- B. the present levels of performance and educational needs of the student;
- C. whether the student needs special education and related services, or in the case of a reevaluation of a student, whether the student continues to need special education and related services; and
- D. whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the IEP of the student and to participate, as appropriate, in the general curriculum.

The group making these decisions may conduct its review without a meeting. This public agency must administer tests and other evaluation methods as may be needed to produce the data to make an eligibility determination and develop an IEP as listed in (A) through (D) above.

If the determination of the group is that no additional data are needed to determine whether the student continues to be a student with a disability, this agency shall notify the student's parents of that determination and the reasons for it, and of the right of the parents to request an assessment to determine whether, for purposes of services under the Individuals with Disabilities Education Act, the student continues to be a student with a disability, and to determine the student's educational needs.

If the parent requests assessment, even though the determination has been made that no additional data are needed, this agency must grant the request if the issue is continued eligibility under Part B of IDEA.

This agency must evaluate a student with a disability before determining that the student is no longer a student with a disability. An evaluation is not required before the termination of a student's eligibility due to graduation from the public agency with a regular diploma or due to reaching the age of twenty-one (21).

This agency must provide a student whose eligibility terminates due to graduation from the public agency with a regular diploma or due to reaching the age of twenty-one (21) with a summary of the student's academic achievement and functional performance, which shall include recommendations on how to assist the student in meeting the student's post secondary goals.

Determination of Eligibility (34 CFR 300.306)

Upon completing the administration of tests and other evaluation materials, a group of qualified professionals, which includes the parent of the student, must determine whether the student is a student with a disability and the educational needs of the student. This

agency will provide a copy of the evaluation report which documents the determination of eligibility at no cost to the parent.

In interpreting evaluation data for the purpose of determining if a student is a student with a disability and the educational needs of the student, each public agency must-(i) Draw upon information from a variety of sources, including aptitude and achievement tests, parent input, and teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior; and (ii) Ensure that information obtained from all these sources is documented and carefully considered.

If a determination is made that a student has a disability and needs special education and related services, an IEP must be developed for the student in accordance with this plan.

Evaluation Report

This agency shall develop a written Evaluation Report for all initial evaluations and any reevaluations which required additional testing or resulted in a change in eligibility.

The evaluation report must include:

- A. a statement of whether the student has a specific disability as defined in Regulation III of the Missouri State Plan for Special Education;
- B. a synthesis of information from the evaluation that demonstrates consideration was given to all areas of functioning;
- C. the basis for making the determination of eligibility for a disability including the disability's adverse effect on the student's education and the student's need for specialized instruction;
 - D. a statement that the disability is not a result of lack of appropriate instruction in reading, including the essential components of comprehensive literacy instruction (as defined in section 2221(b)(1) of the ESEA or lack of appropriate instruction in math or Limited English proficiency; and
 - E. a list of the individuals who were in attendance at the eligibility determination meeting and their role.

The Evaluation Report for students identified as Specific Learning Disabled must include items A through E above and the following:

- F. relevant behavior, if any, noted during the observation of the student and the relationship of that behavior to academic functioning;
- G. educationally relevant medical findings, if any;
- H. whether the student:
 - 1) does not achieve adequately for the student's age or to meet state approved grade-level standards, and
 - 2) does not make sufficient progress to meet age or state approved grade-level standards, or

- 3) exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, state approved grade-level standards, or intellectual development;
- I. the determination of the group concerning the effects of a visual, hearing, or motor disability; intellectual disability; emotional disturbance; cultural factors; environmental or economic disadvantage; or Limited English proficiency on the student's achievement level;
 - J. if the student has participated in a process that assesses the student's response to scientific, research-based intervention:
 - 1) the instructional strategies used,
 - 2) the student-centered data collected,
 - 3) documentation that the student's parents were notified about:
 - the state's policies regarding the amount and nature of student performance data that would be collected,
 - the general education services that would be provided,
 - the strategies for increasing the student's rate of learning, and
 - the parents right to request an evaluation; and
 - K. each team member shall certify in writing whether the report reflects his/her conclusion; if it does not reflect his/her conclusion, the team member must submit a separate statement presenting his/her conclusions.

Determination of Eligibility for Young Children Ages 3 Through 5

This agency has, through approved policy, selected the following check marked method to determine eligibility for children ages three (3) through five (5) (not kindergarten age eligible). (only one should be checked)

Children ages 3 to 5 (not kindergarten-age eligible):

- Identify all children using any of the disability categories except that of Young Child with a Developmental Delay and Language Impairment, or
- Identify all children as eligible using only the category of Young Children with Developmental Delay, or
- Identify all children as eligible using any of the disability categories, other than Language Impairment, including that of Young Child with a Developmental Delay.

For a child with a disability who becomes Kindergarten age eligible (age five (5) before August 1), this agency has chosen the following check marked method to determine continuing eligibility for special education: (only one should be checked):

- Continue a child as eligible using Young Child with a Developmental Delay or apply any of the other disability categories; or

_____ Apply any disability category other than Young Child with a Developmental Delay.

Students who are kindergarten age eligible (age five (5) before August 1) who have not been identified as eligible for special education in prior years must meet criteria of any disability category other than Young Child with a Developmental Delay.

Students who are first grade age eligible (age six (6) before August 1) must meet criteria of any disability category other than Young Child with a Developmental Delay.

Determination of Eligibility for Students with Specific Learning Disabilities (34CFR300.307)

The state has adopted criteria for determining whether a student has a specific learning disability. The criteria adopted by the state does not require the use of a severe discrepancy between intellectual ability and achievement for determining whether a student has a specific learning disability and permits the use of a process based on the student's response to scientific, research based intervention.

This agency must use the state criteria in determining whether a student has a specific learning disability.

Additional Group Members 34 CFR 300.308

The determination of whether a student suspected of having a specific learning disability is a student with a disability must be made by the student's parents and a team of qualified professionals that must include:

- A. the student's regular teacher, or if the student does not have a regular teacher, a regular classroom teacher qualified to teach a student of his or her age; for a student of less than school age, an individual qualified by the Department to teach a student of his or her age;
- B. at least one person qualified to conduct individual diagnostic examinations of students, such as a school psychologist, speech-language pathologist, or remedial reading teacher.

Extension of Evaluation Timelines When Determining Eligibility for Specific Learning Disabilities

This agency must promptly request parental consent to evaluate the student to determine if the student needs special education and related services and must adhere to the evaluation timelines, unless extended by mutual written agreement of the student's parents and the evaluation professionals, if prior to a referral, a student has not made adequate progress after an appropriate period of time when provided instruction and whenever a student is referred for an evaluation.

Observation (34 CFR 300.310)

This agency must ensure that the student is observed in the student's learning environment (including the regular classroom setting) to document the student's academic performance and behavior in the areas of difficulty.

The group determining whether a student has a specific learning disability must decide to:

- A. use information from an observation in routine classroom instruction and monitoring of the student performance that was done before the student was referred for an evaluation, or
- B. have at least one member of the group conduct an observation of the student's academic performance in the regular classroom after the student has been referred for an evaluation and parental consent is obtained.

In the case of a student of less than school age or out of school, a team member shall observe the student in an environment appropriate for a student of that age.

IV. FAPE/IEP/LRE

1. FREE APPROPRIATE PUBLIC EDUCATION

It is the policy of this agency that all students with disabilities ages of three (3) to twenty-one (21) years, as prescribed by Missouri statutes and under the jurisdiction of this agency have a right to a free appropriate public education (FAPE), including students with disabilities who have been suspended or expelled from school.

The term "students with disabilities" as used in this document includes all students defined as "handicapped" and "severely handicapped" in accordance with 162.675(1) and (3) RSMo and the Individuals with Disabilities Education Act (IDEA). Definitions of each disabling condition are found in the State Plan.

A free appropriate public education (FAPE) is defined to include regular and special education and related services which:

- A. are provided at public expense, under public supervision and direction, and without charge to the parent;
- B. meet the educational standards of the State Education Agency pertaining to the education of students with disabilities;
- C. includes preschool, elementary school, secondary school education; and
- D. are provided in conformity with the individualized education program (IEP).

FAPE for Children/Students Begins at Age Three (3)

This agency ensures that FAPE is available to each eligible child/student under the jurisdiction of the agency no later than the child's third birthday. An IEP will be in effect by the child's third birth date. If the child's third birth date occurs during the summer, the child's IEP team shall determine the date when the services under the IEP will begin. This plan and the Part C State Plan outline procedures that both the Part B and Part C systems must complete to assure a smooth transition for children eligible for the Part C program and eligible for Part B services to receive services at age three (3).

FAPE for Students Suspended or Expelled from School

This agency is not required to provide services to a student with a disability who has been removed from his or her current placement for ten (10) school days or less in that school year if services are not provided to a student without disabilities who has been similarly removed.

In the case of a student with a disability who has been removed from the provision of special education and related services, including maintaining the student's special education placement, for more than ten (10) school days in a school year, this agency, for the remainder of the removals must:

- A. provide services to the extent necessary to enable the student to continue to progress in the general curriculum, although in another setting, and to progress toward achieving the goals in the student's IEP if the removal is:

- 1) under the school personnel's authority to remove for not more than ten (10) consecutive school days as long as that removal does not constitute a change of placement; or
- 2) for behavior that is not a manifestation of the student's disability and results in a disciplinary change of placement.

Students Advancing from Grade to Grade

This agency ensures that FAPE is available to any individual student with a disability who needs special education and related services, even though the student has not failed or been retained in a course or grade, and is advancing from grade to grade. The determination that such a student is eligible for services must be made on an individual basis by the group of individuals within this agency.

Exceptions to FAPE

This agency is not required to provide FAPE to the following students and youth:

- A. youth with disabilities who reach the age of twenty-one (21);
- B. students who have graduated from high school with a regular high school diploma. The term "regular high school diploma" does not include an alternative degree that is not fully aligned with the state's academic standards, such as a certificate of attendance or a High School Equivalency (HSE) certificate. Graduation from high school with a regular high school diploma constitutes a change in placement, requiring prior written notice in accordance with 34 CFR 300.503;
- C. students whose parent has refused to consent to the receipt of special education and related services or has failed to respond to a request to provide such consent;
- D. parentally placed private school students with disabilities; and
- E. students with disabilities who receive early intervention services under Part C of the Act.

Continuing Requirement for FAPE

Students who have participated in a graduation ceremony or who have obtained a High School Equivalency (HSE) certificate, but have not been awarded a regular high school diploma, continue to be eligible to receive FAPE if they are under twenty-one (21) years of age.

Agency Responsible for FAPE

Charter Schools and State Board Operated Programs are responsible for the provision of FAPE to those students that are enrolled in their schools.

The public agency or special school district in which a student with a disability resides is responsible for implementation of FAPE. Students with disabilities or severe disabilities who are admitted to programs and facilities of the Department of Mental Health or whose domicile is in one public agency, but actually reside in another public agency as a result of a placement arranged by or approved by the Department of Mental Health, the Department of Social Services, or a court of competent jurisdiction shall be provided special education and related services in the public agency where the student actually resides.

The Department of Mental Health, the Department of Social Services, or a court of competent jurisdiction may provide or procure special education and related services for such students.

The Department of Mental Health shall provide special education and related services for students with disabilities, ages three (3) to twenty-one (21), whose domicile is in one public agency, but actually reside in another public agency if said student has been determined by the Department of Mental Health to be dangerous to himself/herself or others, or is determined to be medically fragile.

The Department of Corrections shall provide special education and related services to those youth who are determined eligible for special education services at the time of their admittance to the correctional system.

The following requirements do not apply to those students with disabilities who are convicted as adults under state law and incarcerated in adult prisons:

- A. the requirement to participate in state and district assessments, and
- B. the requirement relating to transition planning and transition services if their eligibility for Part B services will end because of their age before they will be eligible to be released from prison based on consideration of their sentence and eligibility for early release.

The IEP team of a student with a disability, who is convicted as an adult under state law and incarcerated in an adult prison, may modify the student's IEP or placement if the Department of Corrections has demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated. The requirements relating to LRE do not apply.

The Department of Social Services, Division of Youth Services (DYS), shall provide special education and related services or arrange for such services with other agencies and schools where DYS releases such students. Students and youth with disabilities who have been assigned to programs by a court and meet eligibility will continue to receive services by said program.

2. INDIVIDUALIZED EDUCATION PROGRAMS

Definition of IEP (34 CFR 300.320)

The term Individualized Education Program or IEP means a written statement for each student with a disability that is developed, reviewed, and revised in a meeting and must include:

- A. a statement of the student's present levels of academic achievement and functional performance, including how the student's disability affects the student's involvement and progress in the general curriculum (i.e., the same curriculum as for nondisabled students), or for preschool children, as appropriate, how the disability affects the child's participation in appropriate activities, and for students with disabilities who take alternative assessments aligned to alternative achievement standards, a description of benchmarks or short-term objectives;

- B. a statement of measurable annual goals, including academic and functional goals designed to meet the student's needs that result from the student's disability to enable the student to be involved in and make progress in the general education curriculum (i.e., the same curriculum as for nondisabled students), or for preschool children, as appropriate, to participate in appropriate activities, and meeting each of the child's other educational needs that result from the child's disability. Measurable goals are specific to a particular skill or behavior to be achieved, measurable/quantifiable, attainable, results oriented, time-bound, and can reasonably be accomplished within the duration of the IEP. For students with disabilities who take alternative assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives;
- C. 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 student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student:
 - 1) to advance appropriately toward attaining the annual goals;
 - 2) to be involved in and make progress in the general education curriculum;
 - 3) to participate in extracurricular and other nonacademic activities; and
 - 4) to be educated and participate with other students with disabilities and nondisabled students in the activities described in this paragraph.

This statement will specify whether the student needs transportation as a related service. If the IEP team determines transportation is not necessary as a related service, the IEP document will reflect this.

- D. a statement of the student's participation in physical education;
- E. an explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in the activities described in letter C above;
- F. a statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the student on state and district-wide assessments. If the IEP team determines that the student shall take an alternate assessment on a particular state or district-wide assessment of student achievement, a statement of why the student cannot participate in the regular assessment, and why the particular alternate assessment is appropriate for the student;
- G. the projected date for the beginning of the services and modifications described in letter C above, and the anticipated frequency, location, and duration of those services and modifications;
- H. a description of how the student's progress toward the annual goals described in Letter B above will be measured, and when periodic reports on the progress the student is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards), will be provided;
- I. a listing of the individuals who attended the IEP meeting and their role (indicates attendance only, not necessarily agreement with the IEP);

- J. a statement indicating the student's eligibility or ineligibility for extended school year services; and
- K. a statement of the placement considerations and decision.

As appropriate, the IEP must include:

Transition Services

- A. beginning not later than the first IEP to be in effect when the student is sixteen (16), or younger if determined appropriate by the IEP team, and updated annually thereafter appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills; the transition services (including courses of study) needed to assist the student in reaching those goals, and
- B. beginning not later than one year before the student reaches age eighteen (18), a statement that the student has been informed of his or her rights under Part B of IDEA and that those rights will transfer to the student upon reaching the age of majority.

For Students Who are Blind or Visually Impaired

- A. the specific goals and objectives which specify the competencies in reading and writing Braille to be taught during the school year;
- B. means by which Braille will be implemented through integration with normal classroom activities;
- C. the date on which Braille instruction will commence;
- D. the level of competency in Braille reading and writing expected to be achieved by the end of the period covered in the IEP;
- E. the duration of each session;
- F. if the IEP Team determines that Braille instruction is not appropriate for a student with blindness or visual impairments, the basis for that determination shall be documented on the IEP; and
- G. that a referral to Rehabilitation Services for the Blind has been discussed and the decision of the parent regarding the referral.

Special Considerations

In developing each student's IEP, the IEP Team must consider:

- A. the strengths of the student;
- B. the concerns of the parents for enhancing the education of their student;
- C. the results of the initial or most recent evaluation of the student; and
- D. the academic, developmental, and functional needs of the student.

The IEP Team must also:

- A. in the case of a student whose behavior impedes his or her learning or that of others, consider the use of positive behavioral interventions and supports and other strategies, to address that behavior (for students for whom a Behavior Intervention Plan is developed, the Plan must be included in the IEP);
- B. in the case of a student with limited English proficiency, consider the language needs of the student as those needs relate to the student's IEP;
- C. consider the communication needs of the student, and in the case of a student who is deaf or hard of hearing, consider the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode; and
- D. consider whether the student requires assistive technology devices and services.

Nothing in this section shall be construed to require that additional information be included in a student's IEP beyond what is explicitly required in this section, and the IEP Team to include information under one component of a student's IEP that is already contained under another component of such IEP.

IEP Team (34 CFR 300.344)

This agency ensures that the IEP team for each student with a disability includes:

- A. the parents of the student;
- B. not less than one regular education teacher of the student (if the student is, or may be, participating in the regular education environment);
- C. not less than one special education teacher of the student, or, where appropriate, not less than one special education provider of the student;
- D. a representative of the agency who is qualified to provide or supervise the provisions of specially designed instruction to meet the unique needs of students with disabilities, is knowledgeable about the general curriculum, and is knowledgeable about the availability of resources of this agency and able to commit the resources of the agency;
- E. an individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in B through D of this paragraph;
- F. at the discretion of the parent or the agency, and with written consent, if appropriate, other individuals who have knowledge or special expertise regarding the student, including related services personnel as appropriate; and
- G. whenever appropriate, the student with a disability.

Transition Services Participants

This agency shall invite a student with a disability of any age to attend his or her IEP meeting if a purpose of the meeting will be the consideration of the postsecondary goals of the student and the transition services needed to assist the student in reaching those goals. If the student does not attend the IEP meeting, this agency shall take other steps to ensure that the student's preferences and interests are considered.

To the extent appropriate, with the consent of the parents or the student who has reached the age of majority, in implementing transition services, this agency shall also invite a representative of any other participating agency that is likely to be responsible for providing or paying for transition services.

Determination of Knowledge and Expertise

The determination of the knowledge or special expertise of any individual shall be made by the party (parents or public agency) who invited the individual to be a member of the IEP Team. The parents of a student who has reached the age of 18 may be invited to participate in the IEP Team meeting by either the student or the public agency.

Designating a Public Agency Representative

This agency may designate another public agency member of the IEP team to also serve as the agency representative (IEP team participant D above) if they satisfy the criteria specified for that role.

IEP Team Attendance

A member of the IEP Team shall not be required to attend an IEP meeting, in whole or in part, if the parent of a student with a disability and this public agency agree, in writing, that the attendance of such member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting.

A member of the IEP Team may be excused from attending an IEP meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if the parent, in writing, and the public agency consent to the excusal, and the member submits, in writing to the parent and the IEP Team, input into the development of the IEP prior to the meeting.

Initial IEP Team Meeting for a Child Under Part C

In the case of a child who was previously served under Part C (First Steps), an invitation to the initial IEP Team meeting must, at the request of the parent, be sent to the Part C service coordinator or other representative of the Part C system to assist with the smooth transition of services.

Parent Participation (34 CFR 300.322)

This agency shall take steps to ensure that one or both of the parents of a student with a disability are present at each IEP meeting or are afforded the opportunity to participate, including notifying the parents of the meeting early enough to ensure they will have an opportunity to attend and scheduling the meeting at a mutually agreed on time and place. The participants who will be invited to attend on behalf of the public agency are indicated by specific position(s) within the agency and, if possible, should include the name.

Information Provided to Parents

The notice to parents shall indicate the purpose, time and location of the meeting, and who will be in attendance, and inform the parent that the parent and the public agency can invite individuals to the meeting that they believe have knowledge or special expertise regarding their student. The determination as to whether an individual has knowledge or special expertise is made by the parent or this agency who invited the individual to be a member of the IEP team. In the case of an initial IEP Team meeting for a student who has participated in Part C (First Steps), the notice must inform the parent, that at their request, an invitation to the initial IEP meeting shall be sent to the Part C service coordinator or other representatives of the Part C system.

For a student with a disability beginning not later than the first IEP to be in effect when the student is sixteen (16) or younger, if determined appropriate by the IEP Team, and annually thereafter, the notice must indicate:

- A. that a purpose of the meeting is the consideration of the postsecondary goals and transition services for the student;
- B. that this agency will invite the student; and
- C. identify any other agency that will be invited to send a representative.

Other Measures to Ensure Parent Participation

If neither parent can attend, this agency shall use other methods to ensure parent participation, including individual or conference telephone calls, consistent with CFR 300.328.

Conducting an IEP Meeting without a Parent in Attendance

A meeting may be conducted without a parent in attendance if this agency is unable to convince the parents that they should attend. In this case this agency must have a record of at least two (2) separate attempts to arrange a mutually agreed on time and place, such as:

- A. detailed records of telephone calls made or attempted and the results of those calls;
- B. copies of correspondence sent to the parents and any responses received; or
- C. detailed records of visits made to the parent's home or place of employment and the results of those visits.

The second attempt to schedule a meeting with the parent must be a direct contact. A direct contact includes regular or certified mail, phone call, or in person contact.

Use of Interpreters or Other Action

This agency shall take whatever action is necessary to ensure that the parent understands the proceedings of the IEP meeting, including arranging for an interpreter for parents who are deaf or whose native language is other than English.

Parent Copy of the IEP

This agency shall provide the parent a copy of the student's IEP at no cost to the parent.

When IEPs Must be in Effect (34 CFR 300.323)

At the beginning of the school year, this agency shall have an IEP in effect for each student with a disability within its jurisdiction who has been determined eligible to receive services under IDEA, Part B.

This agency shall ensure that a meeting to develop an IEP is conducted within thirty (30) days of a determination that the student needs special education and related services and that the special education and related services are made available to the student in accordance with the IEP as soon as possible following the IEP meeting.

This agency must ensure that:

- A. the student's IEP is accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for its implementation;
- B. each teacher and provider are informed of his or her specific responsibilities related to implementing the student's IEP; and
- C. the specific accommodations, modifications, and supports that must be provided for the student in accordance with the IEP.

In-state Transfers

In the case of a student with a disability who transfers public agencies within the same school year, who enrolls in this public agency, and who had an IEP that was in effect in Missouri, this public agency shall, without delay, provide such student with a free appropriate public education according to the procedures outlined below.

For students with known disabilities who enroll and have a copy of a current evaluation report and IEP this public agency shall place the student, without delay, in the appropriate special education placement and provide FAPE to the student including the services comparable to those listed in the IEP until the public agency either accepts the prior IEP or develops and implements a new appropriate IEP.

If this agency does not agree with the current evaluation report, it must initiate a reevaluation as described in this State Plan. During the time that the reevaluation is being conducted, the agency shall implement the IEP, as written, from the sending agency or develop an IEP until the reevaluation is complete.

For students with suspected disabilities who enroll but do not have copies of the evaluation report and/or IEP, this agency shall seek information to confirm special education services. Without delay, agency officials shall conduct interviews with offi-

cials of the public agency in which the student was enrolled, the student's parent/legal guardian, and, when appropriate, the student and provide such services as can be determined from interviews.

If no evaluation report is obtained, this agency shall refer the student for comprehensive evaluation and review/revise the IEP, if determined necessary, at the completion of the evaluation.

Out of State Transfers

For students who transfer from another state, and had an IEP that was in effect in that state, to this agency and enroll in a new school within the same school year, this agency, in consultation with the parents, must provide the student with FAPE (including services comparable to those described in the student's IEP from the previous public agency) until this agency:

- A. conducts an initial evaluation, if determined necessary by the new public agency, and
- B. develops, adopts, and implements a new IEP (if appropriate).

When a student's records are not available to this agency, the agency shall:

- A. place the student in regular education,
- B. initiate an initial evaluation, and
- C. if the student is found eligible, develop and implement an IEP.

Transmittal of Records

To facilitate the transition for a student entering a school from another public agency in Missouri or from an out-of-state school, the new school in which the student enrolls shall take reasonable steps to promptly obtain the student's records, including the IEP and supporting documents and any other records relating to the provision of special education or related services to the student, from the previous school in which the student was enrolled and the previous school in which the student was enrolled shall take reasonable steps to promptly respond to such request from the new school.

Requirement for Regular Education Teacher

The regular education teacher of a student with a disability, as a member of the IEP team, will, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions and strategies for the student and supplementary aids and services, program modifications or supports for school personnel that will be provided for the student, consistent with content of the IEP. The IEP team members determine the extent of the participation of a general education teacher at the particular IEP meeting.

Amending or Modifying an IEP without a Meeting

In making changes to a student's IEP after the annual IEP Team meeting for a school year, the parent of a student with a disability and this public agency may agree not to convene an IEP Team meeting for the purposes of making such changes, and instead may develop a written document to amend or modify the student's current IEP. If changes are made to the student's IEP, this agency must ensure that the student's IEP Team is informed of those changes.

Consolidation of IEP Team Meetings

To the extent possible, this agency shall encourage the consolidation of reevaluation meetings for the student and other IEP Team meetings for the student.

Amendments

Changes to the IEP may be made either by the entire IEP Team at an IEP meeting or by mutual agreement of the parent and this agency (as described above) by amending the IEP rather than by redrafting the entire IEP. Upon request, a parent shall be provided with a revised copy of the IEP with the amendments incorporated.

Review and Revision of IEPs

This agency shall ensure that the IEP Team reviews the student's IEP periodically, but not less than annually, to determine whether the annual goals for the student are being achieved. The IEP Team must also review and, as appropriate, revise the IEP to address:

- A. any lack of expected progress toward the annual goals and in the general education curriculum, if appropriate;
- B. the results of any reevaluation;
- C. information about the student provided to or by the parents;
- D. the student's anticipated needs; or
- E. other matters.

Failure to Meet Transition Objectives (34 CFR 300.324)

If a participating agency, other than this agency, fails to provide the transition services described in the IEP, this agency shall reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.

Nothing relieves any participating agency, including a state vocational rehabilitation agency, of the responsibility to provide or pay for any transition service that the agency would otherwise provide to students with disabilities who meet the eligibility criteria of that agency.

Private School Placements by Public Agencies

Before this agency places a student with a disability in, or refers a student to, a private school or facility, this agency shall initiate and conduct a meeting to develop an IEP for

the student. This agency shall ensure that a representative of the private school or facility attends the meeting. If the representative cannot attend, this agency shall use other methods to ensure participation by the private school or facility, including individual or conference telephone calls.

After a student with a disability enters a private school or facility, any meetings to review and revise the student's IEP may be initiated and conducted by the private school or facility at the discretion of this agency. If the private school or facility initiates and conducts these meetings, this agency shall ensure that the parents and an agency representative are involved in any decision about the student's IEP and agree to any proposed changes in the IEP before those changes are implemented.

Even if a private school or facility implements a student's IEP, responsibility for compliance with this part remains with this agency and the SEA.

Alternative Means of Meeting Participation (34 CFR 300.328)

When conducting IEP Team meetings, the parent of a student with a disability and this agency may agree to use alternative means of meeting participation such as video conferences and conference calls.

Routine Checking of Hearing Aids and External Components of Surgically Implanted Medical Devices (34 CFR 300.113)

This agency must ensure that hearing aids worn in school by students with hearing impairments, including deafness, and the external components of surgically implanted medical devices are functioning properly.

For a student with a surgically implanted medical device who is receiving special education and related services, this agency is not responsible for the post-surgical maintenance, programming, or replacement of the medical device that has been surgically implanted (or of an external component of the surgically implanted medical device).

3. LEAST RESTRICTIVE ENVIRONMENT (LRE)

General LRE Requirements (34 CFR 300.550)

This agency ensures that to the maximum extent appropriate students with disabilities, including students in public or private institutions or other care facilities, are educated with students who do not have disabilities, and that special classes, separate schooling, or other removal of students from the general educational environment occurs only if the nature or severity of the disability is such that education in general education classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Continuum of Alternative Placements (34 CFR 300.551)

This agency ensures that a continuum of alternative placements is available to meet the needs of students ages three (3) to twenty-one (21) with disabilities for special education and related services. The continuum shall include instruction in the regular

classes (general education environments), special classes, special schools, home instruction, and instruction in hospitals and institutions. This agency shall make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with general class placement. A student does not have to fail in the less restrictive options on the continuum before the child is placed in a setting that is appropriate to his or her needs.

Placements (34 CFR 300.552)

In determining the educational placement of a student with a disability, including a preschool child with a disability, this agency ensures that the placement decision is made by the IEP team that is knowledgeable about the student, the meaning of the evaluation data, and the placement options, and is made in conformity with LRE provisions. The student's placement is determined at least annually, is based on the student's IEP, and is as close as possible to the student's home.

Unless the IEP of a student with a disability requires some other arrangement, the student is educated in the school that he or she would attend if nondisabled. In selecting the LRE, consideration is given to any potential harmful effect on the student or on the quality of services that he or she needs. A student with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general curriculum.

Each year this agency, through the IEP process, shall review/revise a student's IEP and subsequently make a placement decision for each student with a disability served by this agency. This agency shall reach the placement decision from the assumption that a student with a disability should be educated with peers who do not have a disability unless the needs of the student with a disability require other arrangements. This agency must be able to justify the placement decision in accordance with a two-part inquiry:

- A. Whether education in the regular classroom, with the use of supplementary aids and services, can be achieved satisfactorily; if not, then,
- B. Whether the student has been integrated to the maximum extent appropriate.

The following factors shall be considered as a part of the two-part inquiry:

- A. The curriculum and goals of the regular education class (i.e., factors which document a need for specially designed materials, supplies or equipment or significant modifications to the regular curriculum which would have an adverse affect on the educational program for other students in the class);
- B. The sufficiency of the public agency's efforts to accommodate the student with a disability in the regular class (i.e., description of modifications which have been attempted/resources which have been committed and the student centered results which were observed or a description of the modifications considered but rejected and the basis for the rejection);
- C. The degree to which the student with a disability will receive educational benefit from regular education (i.e., consideration of the potential positive effects with respect to cognitive, academic, physical, social or other areas of development);

- D. The effect the presence of a student with a disability may have on the regular classroom environment and on the education that the other students are receiving (i.e., description of potential harmful effects for the student with a disability or disruptive effects for students without disabilities); and
- E. The nature and severity of the student's disability (i.e., factors which support a need for alternative instruction which cannot be achieved in the regular class such as extreme distractibility, diverse learning styles, inability to engage appropriately with other students in academic or social interactions).

Nonacademic Settings (34 CFR 300.553)

This agency shall ensure that each student with a disability participates in nonacademic and extracurricular services and activities of this agency with nondisabled students in the extracurricular services and activities to the maximum extent appropriate to the needs of that student. This agency ensures that each student with a disability has the supplementary aids and services determined by the student's IEP Team to be appropriate and necessary for the student to participate in nonacademic settings. Such services and activities may include meals, recess periods, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the agency, referrals to agencies which provide assistance to individuals with disabilities, employment of students including both employment by the this agency, and assistance in making outside employment available.

Students in Public or Private Institutions (34 CFR 300.2) (not applicable for state board operated programs and charter schools)

This agency is responsible for the provision of special education and related services for a student with a disability who resides in public and private institutions or other alternative residential settings. Students with disabilities or suspected disabilities shall be referred to this agency by a representative of the facility or by the parent for evaluation, development of an IEP, and placement. The residential placement of such students will have been made by the Missouri departments of Mental Health or Social Services or by a court of competent jurisdiction. This agency may also provide the special education and related services required by such students with disabilities. When this agency does provide such services, the services will be under the general supervision of the Department of Elementary and Secondary Education. The Department of Mental Health shall provide special education and related services for any student who is placed outside of his/her official domicile and is determined to be dangerous to himself or others or is medically fragile. Special education and related services for student who reside in public and private institutions shall be provided in the least restrictive environment.

Technical Assistance and Training Activities (34 CFR 300.119)

The Department of Elementary and Secondary Education (DESE) will conduct the following activities to ensure that teachers and administrators in this agency are fully informed about their responsibilities for implementing the least restrictive environment policy and are provided with technical assistance and training necessary to assist them in this effort:

- A. distribution of state and federal laws and regulations pertaining to special education;
- B. monitoring of this agency to determine compliance with the least restrictive environment provisions;
- C. training/workshops for this agency's personnel provided prior to and following monitoring activities regarding least restrictive environment provisions;
- D. technical assistance as may be requested by this public agency relative to the implementation of LRE provisions; and
- E. collaboration with the State Parent Information and Training Center, as requested.

Monitoring Activities (34 CFR 300.120)

DESE monitors this agency, including the requirements for the least restrictive environment through the following procedures:

- A. an annual review of this public agency's count of students with disabilities and placement data;
- B. investigation of any child complaint filed;
- C. periodic monitoring of this agency to determine appropriate implementation of policies and procedures; and
- D. review, approval, and subsequent verification of any corrective actions required of this agency with respect to violations of least restrictive environment requirements.

The Department will analyze data collected relative to implementation of the LRE requirement at this agency. If there is evidence that this agency makes placements that are inconsistent with 34 CFR 300.114, the Department:

- A. shall review the agency's justification for its actions, and
- B. shall assist in planning and implementing any necessary corrective action.

4. TRANSITION OF CHILDREN FROM PART C SERVICES TO PART B SERVICES

The state of Missouri has developed policies and procedures to ensure a smooth and effective transition from Part C (First Steps) services to Part B (Early Childhood Special Education (ECSE)) services at age three for children with disabilities. For the purposes of transition of children from Part C services to Part B services, this agency will follow the State Regulation for Implementing Part C of IDEA.

Notification to LEA from Part C

In Missouri, all children eligible for the Part C program are considered to be potentially eligible for Part B services. The Part C program notifies the LEA in which the child resides in accordance with the Part C State Plan.

Notification includes the following directory information: child's name and birth date and parent's name, address, and telephone number. When the LEA receives complete directory information, this constitutes a referral to Part B.

The Part C program has an opt out policy that allows parents to object to notification to the LEA. If a parent first opts out of notification to the LEA and subsequently requests notification to the LEA, there may be a gap in services if the decision was made less than 90 days from the child's third birthday.

Transition Conference with LEA

The Part C program requires that a transition conference with the LEA be held in accordance with the Part C State Plan. If invited, LEA personnel must participate in the meeting regardless of the time of year in which the meeting occurs. LEA personnel may participate in the meeting through a variety of methods, including in person, phone conference, web conference etc.

Evaluation

If the LEA suspects the child has a disability, an evaluation is conducted, in accordance with the procedures and timelines in the Part B State Plan, to determine if the child is eligible for Part B services.

Timelines for IEP Development and Implementation

All children found eligible for Part C and who are also found eligible for Part B, including Part C Extension children described below must have an IEP developed by the child's third birthday.

The only exceptions to this requirement are (1) if the child was referred to Part C less than 90 days before the child's third birthday; (2) if the parent does not give parental consent to evaluate the child, which delays an evaluation by the public agency and subsequent development of an IEP; or (3) if the parent first opts out of notification to the LEA and subsequently requests notification to the LEA less than 90 days from the child's third birthday, which delays an evaluation by the public agency and subsequent development of an IEP.

An invitation to the initial IEP team meeting must, at the request of the parent, be sent to the Part C service coordinator or other representative of the Part C system to assist with the smooth transition for a child who previously received Part C services.

An IEP is developed in accordance with Regulation IV, Section 2 of the Part B State Plan. The IEP team must consider the content of the child's Part C Individualized Family Service Plan (IFSP) when developing the IEP.

The obligation to make a free appropriate public education (FAPE) available to each Part C child who is eligible for ECSE begins on the child's third birthday, unless the parent of a child with a summer third birthday chooses Part C Extension instead of FAPE at age three.

Part C Extension for Children with Summer Third Birthdays

Parents of a child determined eligible for both Part C and Part B, and who has a summer third birthday in accordance with the Part C State Plan, may choose to: (1) continue Part C services until the initiation of the local public agency's school year following the child's third birthday, or (2) transition to Part B to receive FAPE on the child's third birthday.

Parents who choose to continue Part C services have the right, at any time, for their child with a summer third birthday to receive Part B services instead of Part C services. However, the LEA is not required to provide FAPE under Part B for the period of time a child is receiving services through Part C Extension.

Parents who choose the option to transition to Part B have the right for their child with a summer third birthday to receive FAPE through an IEP upon the child's third birthday. Parents who choose Part B services cannot later choose to return to Part C services once consent for Part B services is obtained and the child has turned three.

Part C State Regulation is incorporated herein by reference. This agency ensures that it will follow that regulation.

See Part C State Regulation for Implementing the IDEA, General Provisions, Section F, Transition to Preschool Programs.

V. PROCEDURAL SAFEGUARDS/DISCIPLINE

The following statements reflect the policy which the Missouri Department of Elementary and Secondary Education (DESE) has established to ensure procedural safeguards for all parties involved in the education of students with disabilities.

1. OPPORTUNITY TO EXAMINE EDUCATION RECORDS/PARENT PARTICIPATION IN MEETINGS

This agency shall provide the parent of a student with a disability the opportunity to inspect and review all education records with respect to the identification, evaluation, and educational placement of his/her child and the provision of a free appropriate public education to his/her child.

This agency shall provide proper notification to ensure parents have the opportunity to participate in meetings with respect to the identification, evaluation, and educational placement of his/her child and the provision of a free appropriate public education to his/her child.

A meeting does not include informal or unscheduled conversations involving staff and conversations on issues such as teaching methodology, lesson plans, or coordination of service provision. A meeting also does not include preparatory activities that this agency's personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.

The individualized education program (IEP) team determines the educational placement for each child with a disability.

2. INDEPENDENT EDUCATIONAL EVALUATION (IEE)

The parents of a student with a disability have a right to obtain an Independent Educational Evaluation (IEE) of the student. That right is subject to the requirement that the independent evaluation must meet the educational evaluation criteria used by this agency when it initiates an evaluation, to the extent those criteria are consistent with the parent's right to an independent evaluation.

"Independent educational evaluation" means an evaluation conducted by a qualified examiner who is not employed by this agency responsible for the education of the student in question.

The right to an independent educational evaluation assures that:

- A. upon requesting an IEE, information about where an independent evaluation may be obtained and this agency's criteria applicable for independent educational evaluations will be given to parents.
- B. parents have the right to an independent evaluation at public expense for any agency evaluation, with which the parents disagree. If a parent requests an IEE at public expense, however, this agency must, without unnecessary delay, either file a due process hearing as described in Regulation V. to show that the evaluation is appropriate or ensure that an IEE is provided at public expense, unless the agency

demonstrates in a hearing that the evaluation obtained by the parent did not meet agency criteria. If the final due process hearing decision determines that the evaluation is appropriate, the parents still have the right to an independent educational evaluation, but not at public expense.

- 1) "Public expense" means that this agency either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent.
- C. the responsible public agency may request, but not require, notification from parents before an IEE is conducted. If a parent requests an IEE, the public agency may ask for the parent's reason why he or she objects to the public evaluation. However, the public agency may not require the parent to provide an explanation and may not unreasonably delay either providing the IEE at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation.
- D. if this agency has a policy regarding reimbursement for independent evaluations, that policy will specify the factors to be considered in the determination of public funding for the evaluation. That determination will be based on:
- 1) the qualifications and locations of the evaluators and
 - 2) the cost of the evaluation.

This agency may only impose limitations on the cost of an IEE if this agency uses those same limitations when conducting an evaluation. If this agency uses such cost limitations, it must ensure that its procedures require payment for an IEE at a higher rate if an appropriate IEE cannot, in light of the student's unique needs and other unique circumstances, be obtained within those cost limitations. If the cost of an IEE at public expense exceeds this agency's cost limitations, this agency will either:

- (a) initiate a due process hearing or
 - (b) pay either the full cost of the IEE.
- E. if this agency has a policy regarding reimbursement for independent evaluations and that policy establishes allowable maximum charges for specific tests or types of evaluations, the maximum set will still enable parents to choose from among qualified professionals in the area and will result only in the elimination of excessive fees. The policy specifies that this agency will pay the fee for the independent evaluation up to the maximum established. Additionally, the policy anticipates that a student's "unique circumstances" may justify an evaluation that exceeds the allowable cost criteria.
- F. if this agency has no policy which sets maximum allowable charges for specific tests or types of evaluation, then the parents will be reimbursed for services rendered by a qualified evaluator.
- G. except for the location of the evaluation and the qualifications of the examiner, this agency may not impose conditions or timelines related to obtaining an independent educational evaluation at public expense. These criteria for IEEs at public expense must apply equally to the agency's own evaluations and exceptions for unique circumstances must be considered.

- H. a parent is entitled to only one independent educational evaluation at public expense each time the public agency conducts an evaluation with which the parents disagrees.
- I. the results of an independent evaluation obtained by the parents at public expense (or private expense if shared with the agency by the parent):
 - 1) will be considered by this agency if it meets agency criteria in any decision made with respect to the provisions of a free appropriate public education to the student; and
 - 2) may be presented as evidence at a due process hearing under this subpart regarding that student.
- J. the cost of an independent evaluation will be at public expense if a hearing officer requests an independent educational evaluation as part of a due process hearing.

3. WRITTEN NOTICE

Written notice will be given to parents a reasonable time before the agency proposes to initiate or changes the identification, evaluation, educational placement, or the provision of a free appropriate public education of the student or refuses to initiate or change the identification, evaluation, educational placement, or the provision of a free appropriate public education of the student. The notice will be written in language understandable to the general public and provided 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 of the parents is not a written language, this agency shall ensure the following:

- A. the notice is translated orally or by other means to the parents in their native language or other mode of communication;
- B. the parents understand the content of the notice; and
- C. there is written evidence that those requirements have been met.

Content of Notice

The written notice sent to parents by this agency shall contain the following:

- A. a description of the action proposed or refused by this agency;
- B. an explanation of why this agency proposes or refuses to take the action;
- C. a description of each evaluation procedure, test, record, or report this agency used as a basis for the proposal or refusal;
- D. a statement that the parents of a student with a disability have procedural safeguards protection and the means by which a copy of the description of the procedural safeguards can be obtained;
- E. sources for parents to contact to obtain assistance in understanding their procedural safeguards.
- F. a description of any other factors which are relevant to this agency's proposed or refused action; and
- G. a description of other factors that are relevant to the agency's proposal or refusal.

4. PROCEDURAL SAFEGUARDS NOTICE (34 CFR 300.504)

A copy of the state approved procedural safeguards available to the parents of a student with a disability shall be given to parents only one (1) time a school year, except that a copy also shall be given to the parents:

- A. Within five (5) school days of initial referral or parental request for evaluation;
- B. upon receipt of the first due process complaint and upon receipt of the first child complaint in the school year;
- C. upon a disciplinary change of placement; and
- D. upon request by the parent.

The procedural safeguards notice must include a full explanation of all of the procedural safeguards relating to independent educational evaluation; prior written notice; parental consent; access to educational records; opportunity to present and resolve complaints through due process complaint and state complaint procedures including the time period in which to file; the opportunity for the agency to resolve the complaint and the difference between the complaint procedures; the student's placement during the pendency of due process proceedings; procedures for students who are subject to placement in an interim alternative educational setting; requirements for unilateral placement by parents of students in private schools at public expense; mediation; due process hearings, including requirements for disclosure of evaluation results and recommendations; civil actions including the time period in which to file those actions; and attorneys' fees.

5. PARENTAL CONSENT (34 CFR 300.300)

Parental Consent for Services

This agency is responsible for making FAPE available to a student with a disability and must obtain informed consent from the parent of the student before the initial provision of special education and related services to the student. This agency must make reasonable efforts to obtain informed consent from the parent for the initial provision of special education and related services to the student. Procedures for reasonable efforts required are the same as parent participation in IEP meetings.

If the parent of a student fails to respond or refuses to consent to services, this agency may not use the procedures under Procedural Safeguards (including mediation or due process) in order to obtain agreement or a ruling that the services may be provided to the student.

If the parent of a student refuses to consent to the initial provision of special education and related services or the parent fails to respond to a request to provide consent for the initial provision of special education and related services, this agency will not be considered to be in violation of providing FAPE to the student for the failure to provide the student with the special education and related services for which the agency requests consent. This agency is not required to convene an IEP Team meeting or

develop an IEP for the student for the special education and related services for which the agency requests such consent.

Parental Consent for Reevaluations

This agency must obtain informed parental consent, prior to conducting any reevaluation of a student with a disability. If the parent refuses to consent to the reevaluation, the agency may, but is not required to, pursue the reevaluation by using the consent override procedures (mediation or due process). The agency does not violate its obligation under child find or evaluations if it declines to pursue the evaluation or reevaluation.

Parental Consent to Access Public Insurance

Before accessing a student's or parent's public benefits or insurance for the first time, and annually thereafter, a public agency must provide written notification, to the student's parents. The notification must be written in language understandable to the general public and in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so.

A public agency must obtain parental consent before the public agency accesses a student's or parent's public benefits or insurance for the first time. This is a one-time consent, i.e., the public agency is no longer required to obtain parental consent each time access to public benefits or insurance is sought.

The annual notification must state:

- A. The public agency may not require parents to sign up for or enroll in public benefits or insurance programs in order for their child to receive services in the IEP that it is required to provide at no cost to the parents.
- B. The public agency may not require parents to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim for services.
- C. The public agency may not use a student's benefits under a public benefits or insurance program if that use would:
 - a. Decrease available lifetime coverage or any other insured benefit;
 - b. Result in the family paying for services that would otherwise be covered by the public benefits or insurance program and that are required for the student outside of the time the student is in school;
 - c. Increase premiums or lead to cancellation of benefits or insurance; or
 - d. Risk loss of eligibility for home and community-based waiver, based on aggregate health-related expenditures.
- D. Withdrawal of consent or refusal to provide consent for billing public insurance does not relieve public agency or other responsible public agency of its responsibility to ensure that all required services in the IEP are provided at no cost to the parents.

- E. Parents have the right to consent or withdraw their consent for disclosure of their child's personally identifiable information (e.g. records or information about the services that may be provided under the IEP) to the agency responsible for the administration of the State's public benefits or insurance program at any time. Such disclosure will identify the purpose of the disclosure (e.g. billing for services), and the agency to which the disclosure may be made (e.g. MO HealthNet).

Other Consent Requirements

Parental consent is not required before reviewing existing data as part of an evaluation or a reevaluation or administering a test or other evaluation that is administered to all students unless, before administration of that test or evaluation, consent is required of parents of all students.

If a parent of a student who is home-schooled or placed in a private school by parents at their own expense does not provide consent for the initial evaluation or the reevaluation or the parent fails to respond to a request to provide consent, this agency may not use the consent override procedures. The agency is not required to consider the student as eligible for special education and related services.

Definition of "Efforts"

Consent is not necessary for any subsequent placements and consent for reevaluations need not be obtained if this agency can demonstrate that it made reasonable efforts to obtain consent and the parent failed to respond. "Reasonable efforts" include a minimum of two (2) attempts documented, such as: detailed records of telephone calls made and the results of those calls; copies of correspondence sent to the parent and responses received; or detailed records of visits to the parent's home or work place and the results of those visits. Neither may lack of consent after the initial evaluation or the initial placement be a cause for denial of any other service, activity, or benefit of the agency.

Parental consent means that the parent:

- A. has been fully informed of all information relevant to the activity for which consent is sought in his or her native language or other mode of communication;
- B. understands and agrees in writing to the carrying out of the activity for which his or her consent is sought, and the consent describes that activity and lists the records (if any) which will be released and to whom; and
- C. understands that the granting of consent is voluntary on the part of the parent and may be revoked at any time; however, if the parent revokes consent, that revocation is not retroactive.

Parental Revocation of Consent (34 CFR 300.9 and 300.300)

A parent may unilaterally withdraw a student from further receipt of special education and related services by revoking their consent for the continued provision of special education and related services to his/her child. This agency may not, through mediation or a due process hearing, challenge the parent's decision or seek a ruling that special education and related services must continue to be provided at to the student. Parental revocation of consent must be in writing.

Upon receipt of the parent's written revocation of consent, this agency:

- must provide the parent with prior written notice before ceasing the provision of special education and related services
- will not be considered in violation of requirement to make FAPE available to the student because of the failure to provide the student with special education and related services
- is not required to convene an IEP team meeting or develop an IEP for the student
- is not required to amend the student's education records to remove any references to the student's receipt of special education and related services

6. ADMINISTRATIVE HEARING RIGHTS

Mediation (34 CFR 300.506)

DESE makes mediation available to allow parents and responsible public agencies to resolve disagreements involving any matter under Part B of IDEA, including matters arising prior to the filing of a due process complaint. Mediation will be provided at no cost to either party. DESE funded mediation is not available to resolve disputes between parents or between public agencies and persons other than the parent (or adult student).

A. Process

The parties must mutually agree to mediate and mutually agree on a mediator from the trained mediator list maintained by DESE, Office of Special Education.

- 1) The parties shall notify DESE of the mediator selected and DESE will send a letter empowering them to proceed. Mediators will not be paid if they have not been empowered by DESE.
- 2) Mediation must be scheduled within fifteen (15) days of the selection of a mediator.
- 3) Mediation must be conducted at a time and place that is convenient to both parties.
- 4) Mediation must be completed within thirty (30) days of the agreement to mediate.

- 5) Any agreement reached during mediation must be in writing and delivered to each party.
- 6) No more than three (3) persons can accompany each party unless the parties mutually agree on additional participants.
- 7) No attorney shall participate or attend on behalf of any party at the mediation session. However, parents may be accompanied by a lay advocate.
- 8) Mediation may not be used to deny or delay a parent's right to a due process hearing or to deny any other rights under Part B of IDEA.
- 9) If the parties resolve a dispute through the mediation process, the parties must execute a legally binding agreement that sets forth that resolution and that states that all discussions that occurred during the mediation will remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding and is signed by both the parent and a representative of this agency who has the authority to bind such agency.
- 10) The written signed agreement is enforceable in any State court of competent jurisdiction or in a district court of the United States. Discussions that occur during the mediation process must be confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding of any Federal court or State court.
- 11) If the parties are not able to reach an agreement through the mediation process, the mediator will notify DESE.

B. Mediator Qualifications

- 1) Mediators must be impartial and free of any conflict of interest.
- 2) Mediators shall not be employees of a public agency which is involved in the education or care of the student or of the State Board of Education. A person who otherwise qualifies as a mediator is not an employee of the State Board of Education or public agency solely because he or she is paid by the public agency to serve as a mediator.
- 3) Mediators must have a minimum of sixteen (16) hours of training as a mediator.
- 4) Mediators, to be placed on DESE's mediator list, must meet all regulations, requirements, and must agree to be compensated at a rate set by DESE and provide DESE with a resume or biographical statement reflecting their qualifications.
- 5) Mediators must be knowledgeable in laws and regulations relating to the provision of special education and related services.

Filing a Due Process Complaint (34 CFR 300.507)

Parents or this agency may file a due process complaint with DESE, Office of Special Education concerning the proposed action of the agency to initiate or refuse to initiate or change the identification, evaluation, or educational placement of the student or the provision of a free appropriate public education to the student.

The due process complaint must allege a violation that happened not more than two years before the date the parent or this agency knew or should have known about the alleged action that forms the basis of the due process complaint. The above timeline does not apply if the complainant could not file a due process complaint within the timeline because:

- A. this agency specifically misrepresented that it had resolved the issues identified in the complaint, or
- B. this agency withheld information that it was required to provide under Part B of IDEA.

DESE shall inform parents of any free or low-cost legal and other relevant services available in the area upon their request or if a parent or this agency files a due process complaint.

Due Process Complaint (34 CFR 300.508)

In order to request a due process hearing, a parent or this agency (or the attorney representing either party) must provide the other party with a copy of the due process complaint. That complaint must contain all of the content listed below and must be kept confidential. The party filing a due process complaint must forward a copy of the complaint to DESE.

The content of the complaint must include:

- A. the name of the student;
- B. the address of the student's residence;
- C. the name of the student's school;
- D. if the student is a homeless child or youth, the student's contact information and the name of the student's school;
- E. a description of the nature of the problem of the student relating to the proposed or refused action, including facts relating to the problem; and
- F. a proposed resolution of the problem to the extent known and available.

A complaint is filed on the date it is received by DESE if received during business hours of the Office of Special Education as posted on the DESE website. Complaints received after business hours will be deemed filed the following business day.

Administrative Hearing Commission to Process and Hear the Complaints

Within two (2) business days of the filing of the complaint, the Office of Special Education will forward the complaint to the Administrative Hearing Commission for a hearing. All further documentation must be filed with the Administrative Hearing Commission by fax or mail or as otherwise provided by the Administrative Hearing Commission Rules.

Sufficiency of Complaint

In order for a due process complaint to go forward, it must be considered sufficient. The due process complaint will be considered sufficient (to have met the content requirements above) unless the party receiving the due process complaint (parent or this agency) notifies the Administrative Hearing Commission and the other party, in writing, within fifteen (15) calendar days of receiving the complaint, that the receiving party believes that the due process complaint does not meet the requirements listed above.

Within five (5) calendar days of receiving the notification that the receiving party (parent or this agency) considers a due process complaint insufficient, the Administrative Hearing Commissioner must decide if the due process complaint meets the requirements listed above and notify the parent and this agency, in writing, immediately.

Complaint Amendment

The party who files the complaint may amend the complaint only if:

- A. the other party approves of the changes, in writing, and is given the chance to resolve the due process complaint through a resolution meeting, described below, or
- B. by no later than five (5) days before the due process hearing begins, the Administrative Hearing Commissioner grants permission for the changes.

If the complaining party makes changes to the due process complaint, the timelines for the resolution meeting (within fifteen (15) calendar days of receiving the complaint) and the time period for resolution (within thirty (30) calendar days of receiving the complaint) start again on the date the amended complaint is filed.

Withdrawal of Complaint

Unless a motion for decision without hearing has been filed or the hearing has started, a complaining party can withdraw a complaint by sending a written notice of withdrawal or making a verbal request to the Administrative Hearing Commission. If a motion for decision has been filed or the hearing has started, the complaining party shall make a request for withdrawal in writing to the Administrative Hearing Commission which will rule on the request.

Responsible Public Agency Response to a Due Process Complaint

If this agency has not sent a prior written notice to a parent regarding the subject matter contained in their due process complaint, this agency must, within ten (10) calendar days of receiving the due process complaint, send a response to the parent and the Administrative Hearing Commission that includes:

- A. an explanation of why this agency proposed or refused to take the action raised in the due process complaint;
- B. a description of other options that the student 's IEP team considered and the reasons why those options were rejected;
- C. a description of each evaluation procedure, assessment, record, or report this agency used as the basis for the proposed or refused action; and
- D. a description of the other factors that are relevant to this agency's proposed or refused action.

Providing the information in items A-D above does not prevent this agency from asserting that the due process complaint was insufficient.

Response to a Due Process Complaint

Except as stated under the sub-heading immediately above, the party receiving a due process complaint must, within ten (10) calendar days of receiving the complaint, send the other party and the Administrative Hearing Commission a response that specifically addresses the issues in the complaint.

Model Forms (34 CFR 300.509)

DESE has developed model forms to help parties to file a due process complaint and a child complaint. However, parties are not required to use these model forms. Parties can use the model form or another appropriate form, as long as it contains the required information for filing a due process complaint.

Resolution Process (34 CFR 300.510)

Resolution Meeting

Within fifteen (15) calendar days of receiving notice of a parent's due process complaint or amended complaint, and before the due process hearing begins, this agency must convene a meeting with the parent and the relevant member or members of the IEP team who have specific knowledge of the facts identified in the due process complaint. The meeting:

- A. must include a representative of this agency who has decision-making authority on behalf of this agency, and

B. may not include an attorney of this agency unless the parent is accompanied by an attorney.

Parents and this agency determine the relevant members of the IEP Team to attend the meeting.

The purpose of the meeting is for the parent to discuss their due process complaint and the facts that form the basis of the complaint so that this agency has the opportunity to resolve the dispute. The resolution meeting is not necessary if the parent and this agency agree, in writing, to waive the meeting or if the parent and this agency agree to use the mediation process.

This agency shall notify DESE and the Administrative Hearing Commission of the date of the resolution meeting and the result or that a decision was made not to hold a resolution meeting.

Resolution Period

If this agency has not resolved the due process complaint to the satisfaction of the parent within thirty (30) calendar days of the receipt of the due process complaint (during the time period for the resolution process), the due process hearing may occur.

The forty-five (45) calendar day timeline for issuing a final decision begins at the expiration of the thirty (30) calendar day resolution period, with certain exceptions for adjustments made to the thirty (30) calendar day resolution period, as described below.

Except where the parties have both agreed to waive the resolution process or to use mediation, the failure of the parent to participate in the resolution meeting will delay the timelines for the resolution process and due process hearing until the parent agrees to participate in a meeting.

If after making reasonable efforts and documenting such efforts, this agency is not able to obtain the parent's participation in the resolution meeting, this agency may, at the end of the thirty (30) calendar day resolution period, request that the Administrative Hearing Commissioner dismiss the due process complaint.

If this agency fails to hold the resolution meeting within fifteen (15) calendar days of receiving notice of the parent's due process complaint **or** fails to participate in the resolution meeting, the parent may ask the Administrative Hearing Commissioner to order that the forty-five (45) calendar day due process hearing timeline begin.

Adjustments to the Thirty (30) Calendar Day Resolution Period

The forty-five (45) day timeline for the due process hearing starts the day after one of the following events:

- A. both parties agree, in writing, to waive the resolution meeting;
- B. after either the mediation or the resolution meeting starts but before the end of the thirty (30) calendar day resolution period, the parties agree, in writing, that no agreement is possible; or
- C. both parties agree, in writing, to continue the mediation process at the end of the thirty (30) calendar day resolution period but later, either party withdraws from the mediation process.

Written Settlement Agreement

If a resolution to the dispute is reached at the resolution meeting, the parties must enter into a legally binding agreement that is:

- A. signed by the parent and a representative of this agency who has the authority to bind the agency, and
- B. enforceable in any State court of competent jurisdiction (a State court that has authority to hear this type of case) or in a district court of the United States.

Agreement Review Period

If the parties execute an agreement as a result of a resolution meeting, either party may void the agreement within three (3) business days of the agreement's execution.

State-level Due Process Hearings

- A. The Administrative Hearing Commission processes all due process complaints handling all issues after the filing of the complaint to the final decision. A complaint shall be assigned to a Commissioner meets the training requirements of state law in regard to special education matters. The provisions of chapters 536 and 621, RSMo and the procedural rules adopted by the Administrative Hearing Commission shall be followed unless they conflict with the federal regulations or state statutes implementing the Individuals with Disabilities Education Act.
- B. Hearing Rights: Any party to a hearing has the right to:
 - 1) be accompanied and advised by counsel and by individuals with special knowledge or training with respect to the problems of students with disabilities;
 - 2) represent themselves or be represented by a licensed Missouri attorney;
 - 3) present evidence and confront, cross-examine, and compel the attendance of witnesses;
 - 4) prohibit the introduction of any evidence that has not been disclosed to that party at least five (5) business days before the hearing;
 - 5) obtain a written or at the option of the parents, electronic verbatim record of the hearing at no cost; and

- 6) obtain written or at the option of the parents, electronic findings of fact and decisions at no cost.

Hearing officers have discretion to bar any party that failed to comply with 34 CFR 300.512(b) from introducing the relevant evaluation or recommendation at the hearing without the consent of the other party.

In addition, the parents, or the student if he/she is the educational decision maker, have the right to open the hearing to the public; otherwise, it is closed. The parents may also elect to have the student present at the hearing. Any student over age 18 has the right to attend the hearing, unless their legal guardian, if any, objects.

- C. Subject Matter: The party that requests the due process hearing may not raise issues at the due process hearing that were not addressed in the due process complaint, unless the other party agrees.

Hearing Decisions (34 CFR 300.513)

A decision on whether a student received a free appropriate public education (FAPE) must be based on substantive grounds.

In matters alleging a procedural violation, the Administrative Hearing Commission may find that a student did not receive FAPE only if the procedural inadequacies:

- A. impeded the student's right to a free appropriate public education (FAPE);
- B. significantly impeded the parent's opportunity to participate in the decision-making process regarding the provision of a free appropriate public education (FAPE) to his/her child; or
- C. caused a deprivation of an educational benefit.

None of the provisions described above shall be interpreted to prevent the Administrative Hearing Commission from ordering this agency to comply with the requirements in the procedural safeguards section of the Federal regulations under Part B of IDEA (34 CFR 300.500-300.536).

Nothing in the procedural safeguards section of the Federal regulations under Part B of IDEA (34 CFR 300.500-300.536) shall be interpreted to prevent a parent from filing a separate due process complaint on an issue separate from a due process complaint already filed.

Finality of Decision

Once the Administrative Hearing Commission has issued a final decision, no motion for reconsideration is permitted. However, if a final decision contains technical or typographical errors, a party may request correction of the errors if the correction does not change the outcome of the hearing or substance of the final hearing decision. Requests for

a change of a technical or typographical error do not toll the time for an appeal. The Commission shall make the determination whether such a change is necessary.
Findings and Decision to Advisory Panel and General Public (34 CFR 300.514)

The Administrative Hearing Commission shall mail a copy of the written findings and decision to each party and to DESE. DESE shall provide a copy of the findings and decision (with all personal identifiers removed) to the Missouri Special Education Advisory Panel and shall make the findings and decision available to the public (with all personally identifiable information removed).

Timelines and Convenience (34 CFR 300.515)

Except in the case of an expedited hearing provided for below, the hearing must be held and a written decision rendered and mailed within forty-five (45) days of the expiration of the thirty (30) day resolution period or the adjusted time period specified. The decision timeline may be extended upon request of the party/parties and agreement by the Administrative Hearing Commissioner. The Administrative Hearing Commissioner cannot grant an extension without a request from one or both parties.

Site of the Hearing

Each hearing must be held at a time and place which is reasonably convenient to the parents and student involved.

Civil Proceedings (34 CFR 300.516)

Any party aggrieved by the findings and decisions made in a hearing may appeal the decision within forty-five (45) days to the State courts as provided in Chapter 536, RSMo., or in Federal court without regard to the amount in controversy. To the extent that Chapter 536, RSMo. provisions conflict with the IDEA judicial review requirements at 34 CFR 300.516 the IDEA judicial review provisions are controlling. The court shall receive the records of the administrative proceedings, shall hear additional evidence at the request of a party, and shall base its decision on the preponderance of the evidence, granting the relief the court deems appropriate.

Commissioner Qualifications to Hear Due Process Complaints

Hearing Commissioners:

- A. shall not have a personal or professional interest in the matters that are before them which would conflict with their objectivity in the hearing;
- B. shall have an affirmative obligation to seek out any conflict of interest and withdraw from any matter in which a conflict is identified;
- C. shall not have been employed within the last five years by a public agency or organization engaged in special education parent or student advocacy.

- D. shall not have performed work for a public agency or for a parent or student as a special education advocate within the last five years as an independent contractor or consultant;
- E. shall not have been employed within the last five years by the State Board of Education or DESE;
- F. shall not have performed work for the State Board of Education or DESE within the last five years as an independent contractor or consultant;
- G. shall not have been party to a special education proceeding as an attorney, parent, or student; and
- H. must be knowledgeable and understand the provisions of IDEA, and Federal and State regulations pertaining to IDEA, and legal interpretations of IDEA by Federal and State courts and have at least 10 hours of initial training in special education matters and shall annually complete a minimum of five hours of training.

Hearing Commissioners must have the knowledge and ability to conduct hearings, and to make and write decisions consistent with appropriate, standard legal practice.

Specific allegations of conflict of interest may be filed with the Administrative Hearing Commission.

A person who otherwise qualifies to conduct a hearing is not an employee of the Department because he or she is paid by the Department to serve as a Hearing Commissioner.

Pre-Hearing Conference

The Administrative Hearing Commission has the option to conduct a prehearing conference.

Administrative Hearing Commission Orders

The Commission has the authority to take any actions necessary to ensure the compliance with all requirements of the law. If the Commission orders a party to do an act or not to do an act, the party must comply with the order. Objections to orders must be made as part of the record as promptly as possible. The Commission has the authority to dismiss an action with, or without, prejudice if the party filing the request fails to comply with an order. The Commission has the authority to preclude the other party from presenting defenses and may impose sanctions as allowed by the regulations of the Administrative Hearing Commission.

Subpoenas

Parties may request subpoenas for witnesses from the Administrative Hearing Commission in accordance with section 536.077, RSMo.

Hearing Procedures

The Commission shall hold the hearing and shall rule on procedural and evidentiary matters. The Commission must ensure that issues for the hearing are appropriately identified and that evidence is relevant and not cumulative. The Commission shall limit the hearing to the amount of time necessary for each party to present its case. The Commission has authority to question witnesses and request information.

A. Length of Presentations

The Commission may limit the length of any presentation in order to proceed with the hearing in an expeditious manner. In general, a hearing should last no longer than two (2) days. Any hearing exceeding two (2) days requires good cause to be shown and must be documented on the record.

B. Exclusions

- 1) The parties shall exchange lists of exhibits and lists of their witnesses at least five (5) business days before the hearing including an expedited hearing. Any party has the right to prohibit the introduction of any evidence at the hearing that has not been disclosed to that party in accordance with this rule.
- 2) Evidence or testimony may also be excluded at the hearing if:
 - a) it is cumulative, irrelevant, or unnecessary;
 - b) it represents the legal conclusion of a witness; or
 - c) it is speculation on the part of the witness.

This is not an exhaustive list of all bases for excluding evidence or testimony.

- 3) Admissibility of evidence shall be determined by the Administrative Hearing Commission in accordance with Missouri law, including but not limited to § 536.070, RSMo and the Individuals with Disabilities Education Act and supporting regulations.

C. Communication with Hearing Commissioners

No party or attorney may communicate with the Commissioner on the merits of the case unless all parties have the opportunity to participate. Communication with the Commission should be directed to the Commission's primary telephone number, 573-751-2422.

All pleadings must be filed by fax or mail or as otherwise provided by the Administrative Hearing Commission.

D. Witnesses

At the request of a party or upon the Commissioner's own motion, the Commissioner may exclude witnesses from the hearing room so that they cannot hear the testimony of other witnesses. The Hearing Commissioner has authority to question witnesses and request information.

F. Limitations

The Commission may, at its discretion, limit the number of witnesses, the length of direct and cross examination, and the number and type of documents used as evidence in the hearing.

Consolidation of Cases

A. Standards for Consolidation

The Commissioner may consolidate two (2) or more separate cases for hearing if the cases involve the same student, present substantially the same issues of fact and law, if the consolidation would save time and costs, and if consolidation would not prejudice any party.

B. Request for Consolidation

A party requesting consolidation must serve a written request for consolidation on all parties to the cases to be consolidated and the Commission. Any party objecting to the request must serve and file their objections within five (5) calendar days following service of the request for consolidation.

C. Determination

The Administrative Hearing Commission will rule on the request for consolidation.

Hearing Officer List

DESE shall keep a list of Commissioners who may hear due process complaints. The list must include a statement of the qualification of each of the Commissioners.

Attorneys' Fees (34 CFR 300.517)

Only a court of law can award attorneys fees.

In any action or proceeding brought under this section, the court, in its discretion, may award reasonable attorneys' fees as part of the costs:

- A. to a prevailing party who is a parent of a student with a disability;
- B. to a prevailing party who is DESE or a public agency against the attorney of a parent who files a complaint or subsequent cause of action that is frivolous, unreasonable, or without foundation, or against the attorney of a parent who continued to litigate after the litigation clearly became frivolous, unreasonable, or without foundation; or
- C. to a prevailing party who is DESE or a public agency against the attorney of a parent or against the parent, if the parent's complaint or subsequent cause of action was presented for any improper purpose, such as to harass, to cause unnecessary delay, or to needlessly increase the cost of litigation.

Funds under Part B of IDEA may not be used to pay attorney fees or costs of a party related to an action or proceeding under this section. A public agency may use Part B funds for conducting an action or proceeding under this section.

A court award for reasonable attorney fees is subject to the following:

- A. the award must be based on prevailing rates in the community in which the action arose for the kind and quality of services furnished. No bonus or multiplier may be used in calculating the fee award;
- B. attorney fees and related costs may not be reimbursed for services performed subsequent to the time of a written offer of settlement to a parent if: the offer is made within the time prescribed by Rule 68 of the Federal Rules of Civil Procedure, or in the case of an administrative proceeding, at any time more than ten (10) days before the proceeding begins; the offer is not accepted within ten (10) days; and the court or hearing officer finds that the relief finally obtained is not more favorable to the parents than the offer of settlement. However, if the parent prevails and was substantially justified in rejecting the settlement offer, an award of attorney fees and related costs may be made;
- C. attorney fees may not be awarded related to any meeting of the IEP team unless the meeting is convened as a result of an administrative proceeding or judicial action;
- D. attorney fees may not be awarded related to a resolution meeting; and
- E. the court may reduce the amount of attorney fees awarded if: the parent or the parent's attorney unreasonably protracted the final resolution of the controversy, the amount unreasonably exceeds the hourly rate prevailing in the community for similar services by attorneys of reasonably comparable skill, reputation, and experience; the time spent and legal services furnished were excessive considering the nature of the action/proceeding; or, the attorney representing the parent did not provide to the responsible public agency the appropriate information in the due process request notice required by regulation.

Attorney fees may not be reduced if the court finds the state or public agency unreasonably protracted the final resolution or there was a violation of the Procedural Safeguards.

Maintenance of Placement (34 CFR 300.518)

During the pendency of any administrative or judicial proceeding regarding a due process complaint notice requesting a due process hearing, the student shall remain in his or her current placement, unless such change has been made with the agreement of the parent or guardian. Students who are endangering themselves or others can have their status changed, without the agreement of the parent or guardian, pursuant to court order. The Administrative Hearing Commission cannot order a change of placement during a dispute; but the parent or guardian and the public agency can agree to a change.

When this agency contacts a State Board of Education operated program for consideration of a student's eligibility for acceptance and enrollment, this agency shall assure that the student will be enrolled or will maintain enrollment in this agency pending final action by the state.

If the decision in a due process hearing agrees with the student's parents that a change of placement is appropriate, that placement must be treated as an agreement between this agency and the parents for purposes of "stay-put" pending and during judicial appeal.

7. EDUCATIONAL SURROGATES

This agency has established the following for the appointment of an educational surrogate:

Identifying the Need for Appointment

Any person may advise this agency that a student with a disability within its jurisdiction may be in need of a person to act as an educational surrogate. Notice can be given to the agency responsible for providing education to students with disabilities or directly to the Department of Elementary and Secondary Education, Office of Special Education.

Process of Appointment

When this agency is informed of a student with disabilities living within its jurisdiction, it shall, within thirty (30) days, determine whether an educational surrogate should be appointed. A request for the appointment of a surrogate shall be made within ten (10) days to the Office of Special Education. The Office of Special Education, on behalf of the State Board of Education, shall, within thirty (30) days, appoint a person to act as an educational surrogate. The Office of Special Education shall maintain a registry of trained educational surrogates from which they will select individuals for appointment.

If an educational surrogate dies, resigns, or is removed, within 15 days thereof, a replacement will be appointed.

Criteria for Appointment

The State Board of Education shall appoint a person to act as a surrogate for the parent or guardian of a student with a disability as defined in Section 162.675, RSMo, when:

- A. the student has no identified parent;
- B. the student has parents who, after reasonable efforts, cannot be located by this agency;
- C. the student is a ward of the state and is living in a facility or group home (and not with a person acting as a parent); or
- D. the student is an unaccompanied homeless youth.

Definitions

When determining a child's eligibility to receive a surrogate appointment, the term "parent" means a biological, adoptive, or foster parent of a child or a guardian generally authorized to make educational decisions for the child (but not the State if the child is a ward of the State), a person acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives; an individual who is legally responsible for the child's welfare.

Qualifications for Appointment

Any person who is appointed to act as an educational surrogate shall:

- A. be at least 18 years of age;
- B. not be an employee of DESE, this agency or any other agency that is involved in the education or care of the student with disabilities (a person otherwise qualified to be an educational surrogate is not an employee of an agency simply because he or she is reimbursed to serve as an educational surrogate);
- C. not be a contractor of a nonpublic agency that provides only non-educational care for the student;
- D. not be a contractor of this public agency;
- E. be free from any personal or professional interest that may conflict with the interests of the student represented; and
- F. have knowledge and skills that ensure adequate representation of the student.

In the case of a student who is a ward of the State and has no parent as defined above, the educational surrogate alternatively may be appointed by the judge overseeing the student's case, provided that the surrogate meets the above requirements.

In the case of a student who is an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary educational surrogate without regard to the above requirements, until an educational surrogate can be appointed that does meet those requirements.

Educational Surrogate Training

All educational surrogates shall participate in a training session in which they will become familiar with the Missouri Educational Surrogate Program, acquire a basic understanding of the special education process in Missouri, and develop the knowledge and skill necessary to adequately represent a student. DESE shall provide the educational surrogate training and may require assistance from this agency to present an effective training session.

This Agency's Responsibilities

Specifically, this agency shall:

- A. designate a staff member who will be responsible for overseeing the educational surrogate program in their public agency. Unless notified otherwise, DESE will assume that the educational surrogate contact person is the same as this public agency's special education director or contact person;
- B. complete and return to DESE a "Determination of Need for Surrogate Appointment" form for each student believed to be eligible for receiving a surrogate appointment;
- C. assist DESE in recruiting educational surrogate volunteers and submit their names and addresses to DESE;
- D. be available to aid DESE with local educational surrogate training; and
- E. complete and return to DESE an "LEA Educational Surrogate Evaluation" form for each surrogate serving in this public agency.

Duties of the Educational Surrogate

An individual appointed to act as an educational surrogate shall:

- A. complete and return to DESE an Educational Surrogate Application and Verification of Eligibility form;
- B. attend an educational surrogate training session;
- C. represent their assigned student in all decisions relating to the student's education including matters related to the identification, evaluation, and educational placement of the student, as well as the provision of a free appropriate public education to the student; and
- D. notify the public agency or DESE if any conflicts develop, or if they will no longer be able to fulfill their educational surrogate role.

Immunity from Liability

The person appointed to act as an educational surrogate shall be immune from liability for any civil damage arising from any act or omission in representing the student in any decision related to the student's education.

This immunity shall not apply to intentional conduct, wanton and willful conduct, or gross negligence.

Reimbursement

The person appointed to act as an educational surrogate shall be reimbursed by the State Board of Education for all reasonable and necessary expenses incurred as a result of his or her representation of a student with a disability. Determination of “reasonable and necessary” expenses shall be made at the discretion of DESE and pursuant to State Office of Administration guidelines. Such expenses do not include attorney fees or child care/babysitting expenses.

Evaluation

DESE will send to this public agency an evaluation form to complete for each educational surrogate in which they will recommend the continuation or termination of the surrogate appointment. This public agency shall provide brief written discussions supporting a recommendation of termination and attach any existing documentation. Upon receipt of a recommendation of termination, the Office of Special Education will investigate and reach a decision on whether to terminate.

Termination

The educational surrogate appointment shall be terminated at the request of the educational surrogate or in the event of any of the following situations:

- A. the conclusions of the initial educational evaluation indicate that the student does not qualify for receiving special education;
- B. the student's parent or guardian reappears to represent him or her, or wardship is terminated;
- C. the student is no longer in need of special education services;
- D. the student reaches the age of majority;
- E. the educational surrogate fails to fulfill their responsibilities as defined by state and federal regulations; and
- F. the student graduates and/or reaches age 21.

8. TRANSFER OF PARENTAL RIGHTS AT AGE OF MAJORITY

When a student with a disability reaches age 18, or otherwise is emancipated in accordance with state law, this public agency shall provide any required notice to both the student and the parents. All other rights accorded to parents under Part B of IDEA transfer to the student. All rights accorded to parents transfer to students, at age eighteen (18), who are incarcerated in an adult or juvenile, State or local correctional institution. The student and parent must be notified of the transfer of rights. The transfer does not apply if the student is declared incompetent by a court of competent jurisdiction.

9. DISCIPLINARY ACTIONS/REMOVALS/EXPEDITED HEARINGS

Authority of School Personnel

This agency’s staff may consider any unique circumstances on a case by case basis when determining whether a change of placement, consistent with other requirements of

this section, is appropriate for a student with a disability who violates a code of student conduct.

Ten (10) School Days or Less

This agency may remove a student with a disability who violates a code of student conduct from their current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than ten (10) consecutive school days (to the extent such alternatives are applied to students without disabilities) without providing services. This agency may also impose additional removals of not more than ten (10) school days consecutively in that same school year for separate incidents, as long as those removals do not constitute a change of placement. Once a student has been removed from his or her placement for a total of ten (10) school days in the same school year, this agency must, during any subsequent days of removal in that school year, provide services to the extent required below under the subheading "Services."

Long Term Suspension

If this agency seeks to order a change in placement that would exceed ten (10) school days consecutively and the behavior that gave rise to the violation of the school code I determined not to be a manifestation of the student's disability, the relevant disciplinary procedures applicable to students without disabilities may be applied to the student in the same manner and for the same duration in which the procedures would be applied to students without disabilities, except services must be provided to ensure the student receives a free appropriate public education, although it may be provided in an interim alternative educational setting.

Change of Placement

A removal of a student with a disability from the student's current educational placement is a change of placement if:

- A. the removal is for more than ten (10) school days in a row; or
- B. the student has been subjected to a series of removals that constitute a pattern because:
 - 1) the series of removals total more than ten (10) school days in a school year;
 - 2) the student's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and
 - 3) of such additional factors as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another.

The public agency determines whether a pattern of removals constitutes a change of placement on a case-by-case basis. That determination is subject to review through due process and judicial proceedings.

Services

The services that must be provided to a student with a disability who has been removed from the student's current placement may be provided in an interim alternative educational setting.

A public agency is only required to provide services to a student with a disability who has been removed from his or her current placement for ten (10) school days or less in that school year, if it provides services to a student without disabilities who has been similarly removed.

A student with a disability who is removed from the student's current placement for more than ten (10) school days must:

- A. continue to receive educational services, so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP, and
- B. receive, as appropriate, a functional behavioral assessment, and behavior intervention services, and modifications that are designed to address the behavior violation so that it does not happen again.

After a student with a disability has been removed from his or her current placement for ten (10) school days in that same school year and, if the current removal is for ten (10) school days in a row or less and if the removal is not a change of placement (see definition below), then school personnel, in consultation with at least one (1) of the student's teachers, shall determine the extent to which services are needed to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP.

If the removal is a change of placement, the student's IEP Team shall determine the appropriate services to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP.

Manifestation

Within ten (10) school days of any decision to change the placement of a student with a disability because of a violation of a code of student conduct, this public agency, the parent, and relevant members of the IEP Team (as determined by the parent and this agency) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents to determine if the conduct in question was caused by or had a direct and substantial relationship to the student's disability; or if the conduct in question, was the direct result of this public agency's failure to implement the IEP.

If this public agency, the parent, and relevant members of the IEP Team (as determined by the parent and the public agency) determine that either the conduct in question was caused by or had a direct and substantial relationship to the student's disability; or, if the conduct in question, was the direct result of this agency's failure to implement the IEP applicable for the student, the conduct shall be determined to be a manifestation of the student's disability.

Determination that Behavior Was a Manifestation

If this public agency, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the student's disability, the IEP Team shall conduct a functional behavioral assessment, and implement a behavioral intervention plan for such student, provided that this public agency had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement. If the child already has such a behavioral intervention plan, the IEP Team must review it and modify it, as necessary, to address the behavior.

Unless the removal is due to weapons, drugs, or serious bodily injury, the student must be returned to the placement from which the student was removed, unless the parent and this public agency agree to a change of placement as part of the modification of the behavioral intervention plan.

Special Circumstances

Whether or not the behavior was a manifestation of the student's disability, this agency's personnel may remove a student to an interim alternative educational setting (determined by the student's IEP Team) for up to forty-five (45) school days, if the student:

- A. carries a weapon (see the definition below) to school or has a weapon at school, on school premises, or at a school function under the jurisdiction of DESE or a public agency;
- B. knowingly has or uses illegal drugs (see the definition below) or sells or solicits the sale of a controlled substance (see the definition below) while at school, on school premises, or at a school function under the jurisdiction of DESE or a public agency; or
- C. has inflicted serious bodily injury (see the definition below) upon another person while at school, on school premises, or at a school function under the jurisdiction of DESE or a public agency.

On the date on which the decision to take that action is made, the parent must be notified of the decision and provided the Procedural Safeguards statement.

Determination of Setting (CFR 300.531)

The interim alternative educational setting must be determined by the IEP Team for removals that are changes of placement and forty-five (45) school day placements described under special circumstances.

Expedited Due Process Hearing (34 CFR 300.532)

If the parent of a student with a disability disagrees with any decision regarding placement, or the manifestation determination under this subsection, or this public agency believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, they may request a due process hearing.

Authority of Commission in Expedited Hearings

The Administrative Hearing Commission will hold the due process hearing and make a decision. The Commission may:

- A. return the student with a disability to the placement from which the student was removed if the Commission determines that the removal was a violation of the requirements described under the heading Authority of School Personnel, or that the student's behavior was a manifestation of the student's disability, or
- B. order a change of placement of the student with a disability to an appropriate interim alternative educational setting for not more than forty-five (45) school days if the hearing commission determines that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.

These expedited hearing procedures may be repeated, if the public agency believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.

Whenever a parent or a public agency files a due process complaint to request such a hearing:

- A. The Administrative Hearing Commission must arrange for an expedited due process hearing, which must occur within twenty (20) school days of the date the hearing is requested and must result in a determination within ten (10) school days after the hearing.
- B. Unless the parents and the public agency agree, in writing, to waive the meeting or agree to use mediation, a resolution meeting must occur within seven (7) calendar days of receiving notice of the due process complaint. The hearing may proceed unless the matter has been resolved to the satisfaction of both parties within fifteen (15) calendar days of receipt of the due process complaint.

A party may appeal the decision in an expedited due process hearing in the same way as they may for decisions in other due process hearings.

The timeline for an expedited due process hearing may not be extended; however, the case may be withdrawn and re-filed.

Placement During Appeals (34 CFR 300.533)

When the parent or this agency has filed a due process complaint related to disciplinary matters, the student must (unless the parent and DESE or public agency agree otherwise) remain in the interim alternative educational setting pending the decision of the hearing officer, or until the expiration of the time period of removal as provided for and described under the heading Authority of School Personnel, whichever occurs first.

Protection for Students Not Yet Eligible for Special Education and Related Services (34 CFR 300.534)

Students who have not been identified as disabled may be subjected to the same disciplinary measures applied to students without disabilities if this public agency did not have prior knowledge of the disability. If this public agency is deemed to have knowledge that the student was a student with a disability before the behavior that precipitated the disciplinary action, the student may assert any of the protections for students with disabilities in the area of discipline. This public agency has knowledge of the disability when:

- A. the parent has expressed concern in writing that the student needs special education services to supervisory or administrative personnel of the appropriate educational agency or a teacher of the student; or
- B. the parent has requested an evaluation; or
- C. the student's teacher or other school staff has expressed specific concern about a pattern of the student's behavior directly to the director of special education or to other supervisory personnel in accordance with the agency's established child find or special education referral system.

This public agency would not be deemed to have knowledge that the child is a student with a disability, if this agency conducted an evaluation and determined that the student was not a student with a disability; or determined that an evaluation was not necessary and provided proper Notice of Action Refused prior to the behavior incident; or, if the parent of the student has not allowed an evaluation of the student pursuant to IDEA or has refused services.

If a request for evaluation is made during the period the student is subject to disciplinary measures, the evaluation will be expedited. Until the evaluation is completed (assuming this public agency is not deemed to have knowledge that the

student is a student with a disability prior to the behavior that precipitated the disciplinary action), the child remains in the educational placement determined by the public agency, which can include suspension or expulsion without educational services. If the student is determined to be a student with a disability, this public agency shall provide special education and related services and follow all required procedures for disciplining students with disabilities.

Reporting Crimes Committed by Students With Disabilities

Nothing in this part shall be construed to prohibit this public agency from reporting crimes, to appropriate law enforcement and judicial authorities, or to prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by students with disabilities. An agency reporting a crime shall ensure copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom it reports the crime. Transmittal of records must be in accordance with Family Educational Rights and Privacy Act (FERPA).

Definitions

- A. "Controlled substance" means a drug or other substance identified under schedules I, II, III, IV, or V in Section 202(c) of the Controlled Substances Act (21 USC 812 (c)).
- B. "Illegal drug" means a controlled substance but does not include such a substance that is legally possessed or used under the supervision of a licensed healthcare professional or that is legally possessed or used under any other authority under that Act or under any other provision of Federal law.
- C. "Substantial evidence means" beyond a preponderance of the evidence.
- D. "Weapon" means dangerous weapon as defined under paragraph (2) of the first subsection (g) of Section 930 of title 18, United States Code. The term "dangerous weapon" means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2½ inches in length.
- E. A serious bodily injury involves an injury with a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, protracted loss or impairment of the function of a bodily member, organ, or mental faculty (18 USC 1365 (h)(3)).

VI. PUBLIC AGENCY ELIGIBILITY

A. GENERAL REQUIREMENTS

1. SUBGRANTS TO PUBLIC AGENCIES (34 CFR 300.705)

For each year for which funds are allocated to states under 34 CFR 300.703, it is the policy of the Department of Elementary and Secondary Education (DESE) to award subgrants to public agencies as described in 34 CFR 300.705.

2. CONDITION OF ASSISTANCE (34 CFR 300.200)

This public agency is eligible for assistance under Part B of the Act for a fiscal year if the agency submits a budget application and provides assurances to DESE that the public agency has a Board approved local compliance plan that meets each of the conditions in 34 CFR 300.201 through 300.213.

3. CONSISTENCY WITH STATE POLICIES (34 CFR 300.201)

This public agency, in providing for the education of students with disabilities within its jurisdiction, must have in effect policies, procedures, and programs that are consistent with the State policies and procedures established under 34 CFR 300.101 through 300.163 and 300.165 through 300.177.

The responsible public agency may:

- a) adopt the State model local compliance plan, in which case the agency does not have to submit its plan to DESE for approval, OR
- b) adopt the State model local compliance plan, with revisions to allow for unique agency characteristics or local requirements, in which case the agency must submit the plan to DESE for approval, OR
- c) write a local compliance plan which meets all of the requirements listed above, in which case the agency must submit the plan to DESE for approval.

4. INFORMATION FOR SEA (34 CFR 300.211)

This public agency must provide DESE with information necessary to enable DESE to carry out its duties under Part B of the Act including information relating to the performance of students with disabilities participating in programs carried out under Part B of IDEA.

5. HEARINGS RELATED TO PUBLIC AGENCY ELIGIBILITY (34 CFR 300.221 and 300.155)

It is the policy of DESE to provide a public agency with notice and an opportunity for a hearing prior to determination of ineligibility for Part B funds under the Individuals with Disabilities Education Act.

Appeal by an applicant must be based upon an allegation that these actions by DESE violate state or federal statute or regulation. DESE shall provide a public agency with notice of intent to determine ineligibility. That notice shall contain:

- a) a statement of the basis upon which DESE proposes to determine ineligibility;
- b) possible options for resolving the issue;
- c) how the applicant can request a hearing not later than thirty (30) days from receipt of the notice of proposed ineligibility; and
- d) information about the proposed procedures to be followed in the hearing.

This notice shall be transmitted to the applicant by certified mail with return receipt requested.

Requests for a hearing pursuant to this section shall be in writing and shall be directed to the Office of the Commissioner of Education.

Within thirty (30) days of the date of receipt of the appeal request, the Commissioner of Education or a designee shall conduct a hearing on the record on the proposed action. No later than ten (10) days after the hearing, the Commissioner or a designee shall issue a written ruling, including findings of fact and a reason for the ruling. If DESE determines that its action was contrary to state or federal statutes or regulations, which govern the applicable program, DESE, shall rescind its action.

The ruling by the Commissioner of Education or a designee shall be final unless appealed pursuant to Federal regulations. The decision of the Commissioner of Education shall contain a description of the applicant's right of appeal and shall be forwarded by certified mail with return receipt requested.

DESE shall make available at reasonable times and places to each applicant all records pertaining to any review or appeal that the applicant is conducting under this section, including the records of other applicants.

6. FAILURE TO PROVIDE FREE APPROPRIATE PUBLIC EDUCATION (FAPE)

The hearing procedure described in this section will be used when this public agency is determined to be unwilling or unable to provide a Free Appropriate Public Education (FAPE) as described in Regulation IV.

B. FISCAL REQUIREMENTS

1. USE OF AMOUNTS (34 CFR 300.202)

The amounts provided to this public agency under Part B of the Act must be:

- a) expended in accordance with applicable provisions of Part B of IDEA;
- b) used only to pay the excess costs of providing special education and related services to students with disabilities, consistent with the excess cost provision of this section;
- c) used to supplement State, local, and other Federal funds and not to supplant those funds;
- d) expended in accordance with this public agency's Part B Budget Application; and
- e) directed 100 percent towards special education unless otherwise allowed.

2. PERMISSIVE USE OF FUNDS (34 CFR 300.208)

Funds provided to this public agency under Part B of the Act may be used for the following activities:

- a) Services and aids that also benefit nondisabled children. For the costs of special education and related services and supplementary aids and services, provided in a regular class or other education-related setting to a student with a disability in accordance with the IEP of the student, even if one or more students will benefit from these services.
- b) Coordinated Early Intervening services. 34 CFR 205(d), 34 CFR 208 (a)(2), 34 CFR 226). To develop and implement coordinated, early intervening educational services in accordance with 34 CFR 300.226. This public agency may not use more than fifteen (15) percent of the amount the agency receives under Part B for any fiscal year, less any amount reduced by the agency under adjustments to local fiscal effort, if any, in combination with other amounts (which may include amounts other than education funds), to develop and implement coordinated, early intervening services, which may include interagency financing structures, for students in kindergarten through grade 12 (with a particular emphasis on students in kindergarten through grade 3) who have not been identified as needing special education or related services but who need additional academic and behavioral support to succeed in a general education environment. In implementing coordinated, early intervening service, a responsible public agency may carry out activities that include:
 - (i) professional development (which may be provided by entities other than private agencies) for teachers and other staff to enable such personnel to deliver scientifically-based academic instruction and behavioral interventions, including scientifically-based literacy instruction, and where appropriate, instruction on the use of adaptive and instructional software; and
 - (ii) providing educational and behavioral evaluations, services, and supports, including scientifically-based literacy instruction.

Nothing in this section shall be construed to either limit or create a right to FAPE under Part B or to delay appropriate evaluation of a student suspected of having a disability. The amount of funds expended by this public agency for early intervening services under 34 CFR 300.226 shall count toward the maximum amount of expenditures that this public agency may reduce local effort.

- c) High cost special education and related services. To establish and implement cost or risk sharing funds, consortia, or cooperative for this public agency itself or for public agencies working in a consortium of which this public agency is a part, to pay for high cost special education and related services. In Missouri this is known as the “High Need Fund.”
- d) Administrative case management. This public agency may use funds received under Part B of the Act to purchase appropriate technology for recordkeeping, data collection, and related case management activities of teachers and related services personnel providing services described in the IEP of students with disabilities that is needed for the implementation of those case management activities.
- e) Schoolwide Programs under Title I of the Elementary and Secondary Education Act (ESEA) 34 CFR 300.206. This public agency may use funds received under Part B for any fiscal year to carry out a school-wide program under section 1114 of the ESEA. The amount used in any school-wide program may not exceed the amount received by this public agency under Part B for that fiscal year, divided by the number of students with disabilities in the jurisdiction of this public agency, and multiplied by the number of students with disabilities participating in the school-wide program. Part B funds used in this manner, must be considered Federal Part B funds for purposes of calculations required for determining excess costs. All other requirements of Part B of the Act must be met by this public agency using Part B funds in a school-wide program, including ensuring that students with disabilities in school-wide program receive services in accordance with a properly developed IEP and are afforded all of the rights and services guaranteed to students with disabilities under the Act.

3. ACCOUNTING AND PAYMENT PROCEDURES

- a) This public agency shall submit a budget application for Part B funds on or before the required due date. Part B funds may not be obligated until the budget application has been substantially approved, which occurs upon submission.
- b) This public agency must ensure that obligations made with Part B funds only occur between the substantial approval date of the budget application and June 30 of the fiscal year.
- c) This public agency must ensure obligated Part B funds are expended by September 30 of each fiscal year.
- d) This public agency must ensure Part B funds from the current grant cycle do not pay for expenditures from a prior grant cycle.
- e) This public agency must ensure that the public agency’s written procurement procedure is followed when purchasing goods and/or services with Part B funds.

- f) This public agency shall submit payment requests for Part B funds by the required due dates. Payment request must be based on actual expenditures to date.
- g) This public agency must create a coding system for tracking special education expenditures paid with Part B funds, state funds, and local funds separately.
- h) This public agency must create a coding system to tie all federal revenue received (Part B, Early Childhood Special Education (ECSE), and High Need Fund (HNF)), to specific expenditures.
- i) This public agency must ensure all personnel paid in full or in part with Part B funds must maintain time and effort documentation.
- j) This public agency must use the accounting codes identified in the MO Accounting Manual to track special education expenditures.
- k) This public agency capital outlay purchases with Part B funds must be prior approved by DESE. This includes equipment, construction/renovation and vehicles/buses.
- l) This public agency shall submit a final expenditure report (FER) for Part B funds on or before the required due date.
- m) This public agency shall maintain appropriate records to verify all expenditures of funds received under Part B of IDEA.

4. EXCESS COST (34 CFR 300.202)

- a) This agency may not use funds provided under Part B of IDEA to pay for all of the costs directly attributable to the education of a child with a disability ages six (6) through seventeen (17).
- b) This agency may use Part B funds to pay for all of the costs directly attributable to the education of a child with a disability ages three (3) through five (5) and ages eighteen (18) through twenty (20), if no local or State funds are available for nondisabled children of these ages. However, the agency must comply with the nonsupplanting and other requirements of this part in providing the education and services for these children.
- c) This agency meets the excess cost requirement if it has spent at least a minimum average amount for the education of its children with disabilities before funds under Part B are used.
- d) Excess costs must be calculated in accordance with 34 CFR 300.16 and may not include capital outlay or debt service.

5. MAINTENANCE OF EFFORT (34 CFR 300.203)

a) Eligibility Standard

- (1) For purposes of establishing the public agency's eligibility for an award for a fiscal year, the SEA must determine that the public agency budgets, for the education of children with disabilities, at least the same amount, from at least one of the following sources, as the public agency spent for that purpose from the same source for the most recent fiscal year for which information is available:

- (i) Local funds only;
 - (ii) The combination of State and local funds;
 - (iii) Local funds only on a per capita basis; or
 - (iv) The combination of State and local funds on a per capita basis.
- (2) When determining the amount of funds that the public agency must budget to meet the requirement in paragraph (a)(1) of this section, the public agency may take into consideration, to the extent the information is available, the exceptions and adjustment provided in §§ 300.204 and 300.205 that the public agency:
- (i) Took in the intervening year or years between the most recent fiscal year for which information is available and the fiscal year for which the public agency is budgeting; and
 - (ii) Reasonably expects to take in the fiscal year for which the public agency is budgeting.
- (3) Expenditures made from funds provided by the Federal government for which the SEA is required to account to the Federal government or for which the public agency is required to account to the Federal government directly or through the SEA may not be considered in determining whether a public agency meets the standard in paragraph (a)(1) of this section.
- b) Compliance Standard
- (1) Except as provided in §§ 300.204 and 300.205, funds provided to a public agency under Part B of the Act must not be used to reduce the level of expenditures for the education of children with disabilities made by the public agency from local funds below the level of those expenditures for the preceding fiscal year.
- (2) A public agency meets this standard if it does not reduce the level of expenditures for the education of children with disabilities made by the public agency from at least one (1) of the following sources below the level of those expenditures from the same source for the preceding fiscal year, except as provided in §§ 300.204 and 300.205:
- (i) Local funds only;
 - (ii) The combination of State and local funds;
 - (iii) Local funds only on a per capita basis; or
 - (iv) The combination of State and local funds on a per capita basis.
- (3) Expenditures made from funds provided by the Federal government for which the SEA is required to account to the Federal government or for which the public agency is required to account to the Federal government directly or through the SEA may not be considered in determining whether a public agency meets the standard in paragraphs (b)(1) and (2) of this section.

c) Subsequent Years Rule

- (1) If, in the fiscal year beginning on July 1, 2013, or July 1, 2014, a public agency fails to meet the requirements of § 300.203 in effect at that time, the level of expenditures required of the public agency for the fiscal year subsequent to the year of the failure is the amount that would have been required in the absence of that failure, not the public agency's reduced level of expenditures.
- (2) If, in any fiscal year beginning on or after July 1, 2015, a public agency fails to meet the requirement of paragraph (b)(2)(i) or (iii) of this section and the public agency is relying on local funds only, or local funds only on a per capita basis, to meet the requirements of paragraph (a) or (b) of this section, the level of expenditures required of the public agency for the fiscal year subsequent to the year of the failure is the amount that would have been required under paragraph (b)(2)(i) or (iii) in the absence of that failure, not the public agency's reduced level of expenditures.
- (3) If, in any fiscal year beginning on or after July 1, 2015, a public agency fails to meet the requirement of paragraph (b)(2)(ii) or (iv) of this section and the public agency is relying on the combination of State and local funds, or the combination of State and local funds on a per capita basis, to meet the requirements of paragraph (a) or (b) of this section, the level of expenditures required of the public agency for the fiscal year subsequent to the year of the failure is the amount that would have been required under paragraph (b)(2)(ii) or (iv) in the absence of that failure, not the public agency's reduced level of expenditures.

d) Consequence of Failure to Maintain Effort

- (1) If a public agency fails to maintain its level of expenditures for the education of children with disabilities in accordance with paragraph (b) of this section, the SEA is liable in a recovery action under section 452 of the General Education Provisions Act (20 U.S.C. 1234a) to return to the Department, using non-Federal funds, an amount equal to the amount by which the public agency failed to maintain its level of expenditures in accordance with paragraph (b) of this section in that fiscal year, or the amount of the public agency's Part B subgrant in that fiscal year, whichever is lower.

e) Exceptions to Maintenance of Effort (34 CFR 300.204)

The total amount or average per capita amount of either local only or the combined State and local school funds budgeted by the public agency for expenditures in the current fiscal year for the education of students with disabilities must be at least equal to the total amount or average per capita amount of state and local school funds actually expended for the education of students with disabilities in the most recent preceding fiscal year for which the information is available. Allowance may be made for:

- (i) the voluntary departure, by retirement or otherwise, or departure by just cause, of special education or related services personnel;
 - (ii) a decrease in the enrollment of children with disabilities;
 - (iii) the termination of the obligation of the agency, consistent with this part, to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child has left the jurisdiction of the agency, has reached the age at which the obligation of the agency to provide FAPE to the child has terminated, or no longer needs the program of special education;
 - (iv) the termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities; and
 - (v) the assumption of cost by the high cost fund operated by the SEA under 34 CFR 300.704(c).
- c) Adjustment to Fiscal Effort (34 CFR 300.205)

In any fiscal year for which a public agency's Federal allocation exceeds the amount the public agency received in the previous fiscal year, the public agency may reduce the level of expenditures required for the education of children with disabilities from state and local funds by not more than fifty (50) percent of the amount in excess.

If a public agency exercises the authority to reduce the state or local effort, the public agency must use an amount of state or local funds equal to the reduction in expenditures to carry out activities that could be supported with funds under the ESEA regardless of whether the public agency is using funds under the ESEA for those activities.

If the SEA determines that a public agency is unable to establish and maintain programs of FAPE that meet the requirements of section 613 (a) of the Act and this part or the SEA has taken action against the public agency under section 616, the SEA must prohibit the public agency from reducing the level of expenditures for that fiscal year.

The amount of funds expended by the public agency for early intervening services under 34 CFR 300.226 shall count toward the maximum amount of expenditures that the public agency may reduce maintenance of fiscal effort.

6. WITHHOLDING OF PAYMENTS

When the Department finds a failure to comply with any provision of applicable state or federal law, the Department may notify this public agency of restriction of funds under Part B until compliance is met.

7. EARLY CHILDHOOD SPECIAL EDUCATION (ECSE) EXPENDITURE REQUIREMENTS

- a) Early Childhood Special Education expenditures must be reported annually through an Expenditure Report for service provided during the previous school year. ECSE reimbursement may be paid over nine months through the monthly payment transmittal and may include both state and federal funds.
- b) ECSE expenditures may be claimed under the following categories: contractual expenditures, personnel, equipment, extended school year, leases/capital outlay, operation of plant, professional development, mileage, transportation, start-up costs, supplies/program maintenance.
 - 1) General Requirements
 - (i) All expenditures must follow the public agency's procurement guidelines.
 - (ii) Public agencies may not collect or charge tuition costs for allowable ECSE services; however, the public agency may charge for tuition related to general early childhood education that is not part of the Individualized Education Program (IEP).
 - 2) Contractual Expenditures

Placement of students outside of this public agency for instructional services must be through an approved private agency or another public agency. Private agency tuition costs must be prorated if services other than ECSE are included in the tuition cost, unless the other service is part of the IEP goals.
 - 3) Personnel Requirements

ECSE personnel must meet all personnel standards and caseload requirements as stated herein.
 - 4) Equipment Expenditures
 - (i) Equipment is defined as items that have a useful life of at least one year and a cost of \$1,000 or more per unit.
 - (ii) All equipment items purchased with ECSE funds are the property of the public agency's ECSE program and must remain with the program.
 - (iii) All individualized equipment purchases must be IEP driven.
 - 5) Lease Expenditures
 - (i) Leases are allowed for facilities, modular units, buses, vehicles, and office equipment.
 - (ii) Facility lease payments are made in accord with 5 CSR 30-640.200.
 - 6) Capital Outlay

Funding for ECSE Capital Outlay, including but not limited to: facility renovation, facility construction, facility purchase, copiers, and vehicles/buses is not permitted and will not be reimbursed unless the public agency had an

approved ECSE capital cost purchase agreement with the Department prior to July 1, 2015.

- 7) Operation of Plant Expenditures
 - (i) For ECSE programs in stand-alone facilities with no other programs, all utilities and custodial costs may be charged to the ECSE program.
 - (ii) For ECSE programs in facilities with other programs/grades, a prorated portion of the utilities and custodial costs may be charged to the ECSE program.

- 8) Professional Development Expenditures
 - (i) Teachers, administrators, and other direct services staff (OT, PT, SLPs, Interpreters, etc.) are allotted \$300 per FTE for professional development activities. Part-time staff must be prorated based on these flat rate amounts.
 - (ii) Paraprofessionals are allotted \$150 per FTE for professional development activities. Part-time staff must be prorated based on these flat rate amounts.

- 9) Start-Up Costs/New Classrooms Requirements
 - (i) Start-up costs of \$10,000 are allotted for a new classroom when the public agency has an increase from the prior year to the current year in either the December 1 Child Count or the End of the Year Count that meets the minimum caseload requirement.
 - (ii) A public agency that previously contracted for ECSE services with a private agency or cooperative and is starting a program in-house may utilize start-up funds even if minimum caseload requirements are not met.
 - (iii) Start-up costs of \$1,200 per FTE are allotted for each new itinerant position that meets minimum caseload requirements.

- 10) Supplies/Program Maintenance Expenditures
 - (i) The public agency is allotted \$75 per the December 1 Child Count or the End of the Year Child Count (whichever is higher).

- 11) Transportation Expenditures
 - (i) Public agencies with dedicated ECSE routes may charge the full cost of the bus driver, bus aides, contracted transportation costs, supplies, and equipment to the program. A prorated cost may be charged for mechanics, dispatchers, bus barns, contracted maintenance, and insurance.
 - (ii) Public agencies that do not have dedicated ECSE routes may only charge a prorated portion of the cost for the bus driver, bus aides, contracted transportation (not including maintenance) costs, supplies, and equipment. The public agency may not charge the program for mechanics, contracted maintenance, dispatchers, bus barns, and insurance.

12) Caseload Requirements

Caseloads for ECSE are mandatory and tied to funding requirements. The number of personnel approved for each public agency will be based upon a review of the public agency's data for early childhood special education. ECSE funding will not be provided for staff serving children who are age 5 and kindergarten age eligible.

Position/Full Time Equivalent	Caseload/ Class Size
Teacher of Early Childhood Special Education Classroom	10-20
Teacher of Integrated Classroom	10-20
Itinerant Teacher (teachers who move from class to class within a facility or travel to other facilities)	12-22
Teacher of Severe/Low Incidence Classrooms	4-10
Paraprofessional in ECSE Centerbased Self Contained Classroom or Integrated Classroom	10-20
Paraprofessional in ECSE Severe/Low Incidence Classrooms	4-10
Diagnostic Staff – for each position	160
Related Services Staff Employed by District (Occupational Therapist, Physical Therapist, Speech Therapist)	35-50
ECSE Dedicated Program or Process Coordinator (Administrator)	180
ECSE Secretary	180
Nurse (FTE can be increased if additional nursing needs are specifically addressed in IEPs)	175
Social Worker	
General	175
Diagnostic	160
Related Services	35-50

C. COMPLIANCE REQUIREMENTS

1. SIGNIFICANT DISPROPORTIONALITY (34 CFR 300.646)

A. The State ensures the collection and examination of data to determine if significant disproportionality based on race and ethnicity is occurring in the State and the public agencies with respect to:

1. The identification of students as students with disabilities, including the identification of students as students with disabilities in accordance with a particular impairment;
2. The placement in particular educational settings of these students; and
3. The incidence, duration, and type of disciplinary actions, including suspensions and expulsions.

B. In the case of a determination of significant disproportionality with respect to the identification of students as students with disabilities, or the placement in particular educational settings of these students, including disciplinary action resulting in suspension or expulsion, the State shall:

1. Provide for the review and, if appropriate, revision of the policies, procedures, and practices used in the identification or placement to ensure that the policies, procedures, and practices comply with the requirements of the IDEA.
2. Require any public agency identified with significant disproportionality to reserve the maximum amount of funds specified under the IDEA to provide comprehensive coordinated early intervening services to serve students in the public agency, particularly, but not exclusively, students in those groups that were significantly over identified; and
3. Require the public agency to publicly report on a revision of policies, practices, and procedures described in C.1.B.1. of these regulations.

2. PURCHASE OF INSTRUCTIONAL MATERIALS (34 CFR 300.210)

This public agency has, through approved policy, selected the following check marked method of providing instructional materials for students with blind or other print disabilities: (only one should be checked)

This public agency will coordinate with the National Instructional Materials Access Center (NIMAC), when purchasing print instructional materials, must acquire those materials in the same manner and under the same conditions as an DESE.

This public agency is not required to coordinate with the NIMAC. If this public agency chooses not to coordinate with the NIMAC, this public agency must provide an assurance to DESE that this public agency will provide instructional materials to blind persons or other persons with print disabilities in a timely manner. “In a timely manner” means that the public agency has taken all reasonable steps to ensure that students with print disabilities have accessible materials at the same time their fellow students without disabilities have their materials.

Nothing in this section relieves this public agency of its responsibility to ensure that students with disabilities who need instructional materials in accessible formats but are not included under the definition of blind or other persons with print disabilities or who need materials that cannot be produced from NIMAS files, receive those instructional materials in a timely manner.

3. RECORDS REGARDING MIGRATORY CHILDREN WITH DISABILITIES (34 CFR 300.213)

This public agency must cooperate with efforts of the ESEA to ensure the linkage of records pertaining to migratory students with disabilities for the purpose of electronically exchanging health and educational information among the states for these students.

4. PERSONNEL (34 CFR 300.201)

This public agency must ensure that all personnel necessary to carry out Part B of the Act are appropriately and adequately prepared and meet the requirements outlined in Regulation VI.

Personnel paid in full or in part from Part B funds must be appropriately prepared and trained as outlined in Regulation VIII, Personnel Standards of this State Plan.

Personnel paid in full or in part from Part B funds must maintain time and effort documentation prescribed in the Uniform Grant Guidance.

5. CLASS SIZE AND CASELOADS

Caseloads and Class Size Requirements differ between Early Childhood Special Education (ECSE) and grades K-12. Caseloads for ECSE are mandatory and tied to funding requirements. The standards for grades K-12 are desirable and should not exceed the maximum case load outlined in the Caseload guidance on the Office of Special Education website. Factors to consider when determining caseload for grades K-12 are listed below.

a) Caseloads and Class Size Requirements for Early Childhood Special Education (ECSE)

See Missouri State Plan Regulation IX for ECSE Requirements.

b) Class Size/Caseload Standards for Grades K-Twelve (12)

It is the responsibility of the public agency to assign students to classes and monitor student/teacher ratios for class size and caseload to ensure that there are adequate staff and that staff have adequate time to provide for the implementation of the IEP of each identified student with a disability.

Missouri allows paraprofessionals who are appropriately trained and supervised to be used to assist in the provision of special education and related services to students with disabilities. Supervision is provided by a properly certificated teacher appropriate for the setting. Public agencies must provide each paraprofessional, including those who hold a teaching certificate, with the orientation and initial training necessary for the individual to perform the duties associated with the work

assignment prior to working with the student. At a minimum, such training shall include information and experiences related to:

1. The type of disabilities displayed by the students with whom they will work;
2. Basic principles of behavior modification;
3. Basic instructional techniques expected to be used (demonstration, modeling, cueing, reinforcement, correction, etc.); and
4. Other areas as necessary (positioning, lifting and transferring techniques, feeding procedures, etc.).

Paraprofessionals who do not hold a teaching certificate shall receive a minimum of fifteen (15) hours of training within six (6) months of hire and a minimum of ten (10) hours of training yearly in subsequent school years.

Paraprofessionals/aides may be assigned to specific students and/or may be assigned to classrooms based upon the number and unique needs of students with disabilities being served in the class. While qualified teachers and licensed therapists must design and provide initial or original instruction, support personnel may provide reinforcement and practice of previously taught skills or content. Additionally, appropriately trained support personnel may provide assistance to students in response to specific needs related to:

- significant cognitive and/or sensory impairments;
- safety;
- mobility;
- personal care;
- behavior;
- medical/health; or
- other unique circumstances.

Considerations when making staffing determinations include:

- instructional planning time (minimum of 250 minutes per week of instructional planning during the school day is required);
- data collection, observation, assessment, and report preparation;
- consultation and IEP planning with general educators;
- IEP case management;
- IEP Team meetings and meetings with parents;
- age of the students (younger students generally require more assistance with personal tasks such as toileting, dressing, and feeding); and
- travel time between assignments.

When assigning students to a self-contained classroom, consideration should be given to the following:

- severity of the disability of the students assigned to the classroom;
- ages of students assigned to the classroom;
- range of needs of the students as specified in their IEPs;
- unique needs of the students as specified in their IEPs;
- other duties assigned to the classroom teacher (IEP case management, recess, lunch, etc.); and
- level of paraprofessional support provided

When assigning students to a resource or general education classroom, consideration should be given to the following:

- The ages and grade levels of the students served
- The severity of the disabilities of the students served
- The unique needs of the students as identified in their IEPs
- The number of IEPs managed by the teacher
- Any assessment/evaluation responsibilities of the teacher
- Other duties assigned to the teacher

VII. PRIVATE SCHOOLS AND AGENCIES

1. CHILDREN PLACED IN APPROVED PRIVATE AGENCIES BY PUBLIC AGENCIES

Responsibility of the SEA (34 CFR 300.146)

The Department of Elementary and Secondary Education (DESE) ensures that when a student with a disability is placed in or referred to an approved private agency by the state or public agency, the student is provided special education and related services in conformity with an individualized education program and at no cost to parents. Each student must be provided an education that meets the standards that apply to education provided by DESE and public agencies and each student has all the rights of a student with a disability who is served by this public agency.

Implementation by the SEA (34 CFR 300.147)

DESE will approve private agencies in accordance with standards developed for public agencies through procedures, such as a review of policies and procedures, written reports, parent questionnaires, and on-site visits.

All private agencies approved by DESE receive a copy of State Standards and Regulations for special education.

DESE will provide representatives from approved private agencies the opportunity to participate in the development and revision of State standards that apply to them.

Any private educational agency which desires to contract with a public agency or with the State Board of Education to provide special education and related services for students with disabilities shall make application to the State Board of Education for review and approval by staff of DESE as outlined herein.

Responsibility of this Public Agency

Public agencies can only contract with private agencies that have been approved by the State Board of Education for the placement of students with disabilities. Part B funds cannot be used to pay for services from unapproved private agencies.

2. CHILDREN ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOLS WHEN FAPE IS AT ISSUE

- A. This public agency is not required to pay for the cost of education, including special education and related services, of a student with a disability at a private school or facility if this public agency made FAPE available to the student and the parents elected to place the student in a private school or facility. However, this

public agency shall include that student in the population whose needs are addressed consistent with 34 CFR 300.131-300.144 that are outlined in this section.

- B. Disagreements between a parent and this public agency regarding the availability of a program appropriate for the student and the question of financial responsibility are subject to the due process procedures.

If the parents of a student with a disability, who previously received special education and related services under the authority of this agency, enroll the student in a private preschool, elementary, or secondary school without the consent of or referral by this agency, a court or a hearing officer may require this agency to reimburse the parents for the cost of that enrollment if the court or hearing officer finds that this public agency had not made FAPE available to the student in a timely manner prior to that enrollment and that the private placement is appropriate. A parental placement may be found to be appropriate by a hearing officer or a court even if it does not meet the State standards that apply to education provided by DESE and public agencies.

The cost of reimbursement described in the above paragraph may be reduced or denied if at the most recent IEP Team meeting that the parents attended prior to removal of the student from the public agency, the parents did not inform the IEP Team that they were rejecting the placement proposed by this agency to provide FAPE to their student, including stating their concerns and their intent to enroll their student in a private school at public agency expense, or at least ten (10) business days (including any holidays that occur on a business day) prior to the removal of the student from the public agency, the parents did not give written notice to this agency of the information previously described in this section; and if, prior to the parents' removal of the student from the public agency, this public agency informed the parents, through the notice requirements described in 34 CFR 300.503(a)(1), of its intent to evaluate the child (including a statement of the purpose of the evaluation that was appropriate and reasonable), but the parents did not make the student available for the evaluation, or upon a judicial finding of unreasonableness with respect to actions taken by the parents.

- C. Notwithstanding the notice requirement, the cost of reimbursement:

- 1) must not be reduced or denied for failure to provide the notice if:
 - (i) the public agency prevented the parent from providing the notice;
 - (ii) the parents had not received notice; or
 - (iii) maintaining the student in this agency placement would likely result in physical harm to the student; and
- 2) may, in the discretion of the court or a hearing officer, not be reduced or denied for failure to provide this notice if the parents are not literate or cannot

write in English or if maintaining the student in this agency would likely result in serious emotional harm to the student.

3. CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOLS-CHILD FIND

Private school students with disabilities means students with disabilities enrolled by their parents in private schools that meet the definition of elementary or secondary school.

Child Find for Private School Children with Disabilities (34 CFR 300.451131)

This public agency shall locate, identify, and evaluate all private school students with disabilities, who are enrolled by their parents in private schools (including religious/parochial schools, home schools, and private elementary schools and secondary schools) located in the public agency's boundaries.

The child find process must be designed to ensure equitable participation of parentally-placed private school children and an accurate count of those children.

In carrying out these requirements, this public agency must undertake activities similar to the activities undertaken for the agency's public school children.

The cost of carrying out the child find requirements in this section, including initial evaluations and reevaluations, may not be considered in determining if this public agency has met its proportionate share obligation.

The child find process must be completed in a time period comparable to that for students attending this public agency.

This public agency in which private, including religious, elementary schools and secondary schools are located, must, in carrying out the child find requirements in this section, include parentally-placed private school children who reside in a State other than Missouri, but attend a private school located in Missouri.

4. PUBLIC AGENCY REQUIREMENTS TO PROVIDE SERVICES FOR PARENTALLY-PLACED PRIVATE SCHOOL CHILDREN WITH DISABILITIES (34 CFR 300.132)

To the extent consistent with their number and location in each public agency, provision must be made for the participation of private school students with disabilities in the program assisted or carried out under Part B of IDEA by providing them with special education and related services, including direct services determined in accordance with the equitable services determination requirement.

This public agency shall ensure that a services plan is developed and implemented for each private school student with a disability who has been designated by this public

agency in which the private school is located to receive special education and related services.

This public agency must maintain in its records and provide to DESE, the following information related to parentally-placed private school students:

- A. the number of students evaluated;
- B. the number of students determined to be students with disabilities; and
- C. the number of students served.

Expenditures/Proportionate Share (34 CFR 300.133)

This public agency must spend the following on providing special education and related services (including direct services) to parentally-placed private school students with disabilities:

For students ages five (5) to twenty-one (21) with disabilities, an amount that is the same proportion of this public agency's total subgrant under Section 611(g) of IDEA (K-12 entitlement) as the number of private school students eligible under IDEA ages five (5) to twenty-one (21) who are enrolled by their parents in private, including religious/parochial and home, elementary schools, homeschools and secondary schools located in the by this public agency's boundaries is to the total number of children eligible under IDEA in its jurisdiction ages five (5) to twenty-one (21).

If this public agency has not expended for equitable services all of the funds described in this section by the end of the fiscal year for which Congress appropriated the funds, this public agency must obligate the remaining funds for special education and related services (including direct services) to parentally-placed private school students with disabilities during a carry-over period of one (1) additional year.

In calculating the proportionate amount of Federal funds to be provided for parentally-placed private school students with disabilities, this public agency, after timely and meaningful consultation with representatives of private schools, must conduct a thorough and complete child find process to determine the number of parentally-placed students eligible under IDEA attending private schools located in this public agency. Child find activities may not be charged to the proportionate share obligations.

State funds, local funds, or IDEA Part B 611 funds that are not part of the obligation, may supplement the proportionate share obligation, but in no case supplant the proportionate share obligation. This public agency must expend the entire proportionate share obligation before utilizing any other funding sources on proportionate share services.

Reporting Requirements

After timely and meaningful consultation with representatives of parentally-placed private school students with disabilities, this public agency must determine the number of parentally-placed private school students with disabilities attending private schools located in this public agency's boundaries and ensure that the count is conducted on December 1, inclusive of each year. The child count must be used to determine the amount that this public agency must spend on providing special education and related services to parentally-placed private school students with disabilities in the next subsequent fiscal year.

Consultation (34 CFR 300.134)

To ensure timely and meaningful consultation, this public agency or, if appropriate, an SEA, must consult with private school representatives and representatives of parents of parentally-placed private school students with disabilities during the design and development of special education and related services for the students regarding the following:

- A. the child find process, including how parentally-placed private school students suspected of having a disability can participate equitably; and how parents, teachers, and private school officials will be informed of the process;
- B. the determination of the proportionate share of Federal funds available to serve parentally-placed private school students with disabilities, including the determination of how the proportionate share of those funds was calculated;
- C. the consultation process among this public agency, private school officials, and representatives of parents of parentally-placed private school students with disabilities, including how the process will operate throughout the school year to ensure that parentally-placed students with disabilities identified through the child find process can meaningfully participate in special education and related services;
- D. a discussion of how, where, and by whom special education and related services will be provided, for parentally-placed private school students with disabilities including a discussion of:
 - 1) the types of services (including direct services and alternate service delivery mechanisms);
 - 2) how special education and related services will be apportioned if funds are insufficient to serve all parentally-placed private school students; and
 - 3) how and when those decisions will be made; and
- E. if this public agency disagrees with the views of the private school officials on the provision of services (whether provided directly or through a contract) and how this public agency will provide to the private school officials a written explanation of the reasons why this public agency chose not to provide services directly or through a contract.

Written Affirmation (34 CFR 300.135)

When timely and meaningful consultation as required by 34 CFR 300.134 has occurred, this public agency must obtain a written affirmation signed by the representatives of participating private schools. If the representatives do not provide the affirmation within a reasonable period of time, this public agency must forward the documentation of the consultation process to the DESE.

Compliance (34 CFR 300.136)

A private school official has the right to submit a complaint through the state's child complaint process that this agency:

- A. did not engage in consultation that was meaningful or timely, or
- B. did not give due consideration to the views of the private school official.

If the private school official wishes to submit a complaint, the official must provide to DESE the basis of the noncompliance by this public agency and the applicable private school provisions in this part. This public agency must forward the appropriate documentation to DESE.

If the private school official is dissatisfied with the decision of DESE, the official may submit a complaint to the Secretary of Education, United States Department of Education. The private school official must provide the information on the noncompliance that was provided to DESE. DESE must forward the appropriate documentation to the Secretary.

Equitable Services Determined (34 CFR 300.137)

No parentally-placed private school student with a disability has 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.

Decisions about services to parentally-placed private school students with disabilities must be made in accordance with the consultation process described above (34 CFR 300.134) and the following.

If a student with a disability is enrolled in a religious or other private school by the student's parents and will receive special education or related services from this public agency, this public agency must initiate and conduct meetings to develop, review, and revise a services plan for the student, and ensure that a representative of the religious or other private school attends each meeting. If the representative cannot attend, this public agency shall use other methods to ensure participation by the religious or other private school, including individual or conference telephone calls.

This public agency must make the final decisions with respect to the services to be provided to eligible parentally-placed private school students.

Equitable Services Provided (34 CFR 300.138)

The services provided to parentally-placed private school students with disabilities must be provided by personnel meeting the same standards as personnel providing services in this public agency.

Parentally-placed private school students with disabilities may receive a different amount of services than students with disabilities in public schools.

Each parentally-placed private school student with a disability who has been designated to receive services must have a services plan that describes the specific special education and related services that this public agency will provide to the student in light of the services that have been determined to be made available to parentally-placed private school students with disabilities.

The services plan must, to the extent appropriate, meet the requirements specified for an IEP with respect to the services provided, and be developed, reviewed, and revised consistent with requirements for IEPs.

The provision of equitable services must be provided by employees of the public agency or through contract by this agency with an individual, association, agency, organization, or other entity. Special education and related services provided to parentally-placed private school students must be secular, neutral, and nonideological.

Location of Services and Transportation (34 CFR 300.139)

Missouri case law and the Missouri Constitution prohibit the provision of personnel, services, materials, and equipment on the premises of a student's private school unless they are provided in a neutral site. The private school may be considered a neutral site if the setting of the services and void of ideological items. This public agency must determine how and where services will be provided to students with disabilities attending private or parochial schools.

If necessary for the student to benefit from or participate in the services provided under this part, a private school student with a disability must be provided transportation from the student's school or the student's home to a site where the services are being provided other than the private school, and from the service site to the private school or to the student's home, depending on the timing of the services. This public agency is not required to provide transportation from the student's home to the private school. The cost of the transportation may be included in calculating whether this public agency has met expenditure requirements.

Due Process Complaints and State Complaints (34 CFR 300.140)

The due process procedures only apply to complaints that this public agency has failed to meet the child find requirements.

Any complaint that this public agency has failed to meet all other requirements pertaining to private school students must be filed in accordance with the child complaint process. Complaints filed by a private school official regarding these requirements are subject to appeal with the U. S. Secretary.

Funds Cannot Benefit a Private School (34 CFR 300.141)

This public agency may not use Part B funds available under Section 611 or 619 of the Act to finance the existing level of instruction in the private school or to otherwise benefit the private school.

This public agency must use Part B funds available under Sections 611 and 619 of the Act to meet the special education and related services needs of parentally-placed private school students, but not for meeting the needs of a private school or the general needs of the students enrolled in the private school.

Use of Personnel (34 CFR 300.142)

- A. This public agency may use funds available under the Act to pay for services of an employee of the private school to provide services if:
- 1) the private school employee performs the services outside of his or her regular hours of private school duties;
 - 2) the services are provided on public school grounds or a neutral site; and
 - 3) the employee performs the services under public supervision and control.

Separate Classes (34 CFR 300.143)

This public agency may not use funds available under the Act for classes that are organized separately on the basis of school enrollment or religion of the students if the classes are at the same site and the classes include students enrolled in public schools and students enrolled in private schools.

Equipment/Supplies/Construction for the Benefit of Private School Children with Disabilities (34 CFR 300.143)

This public agency must keep title to and exercise continuing administrative control of all property, equipment, and supplies that the public agency acquires with funds under Section 611 or 619 of IDEA for the benefit of private school students with disabilities.

This public agency shall spend no funds for repairs, construction, or minor remodeling of private school facilities.

LISTED BELOW ARE THE STATUTES OF MISSOURI WHICH PROVIDE A LEGAL BASIS AND SOURCE FOR MISSOURI'S POLICY RELATING TO PRIVATE SCHOOLS:

Article I, Section 7
Article IX, Section 8
Section 162.996

VIII. STATE OPERATED PROGRAMS

1. STATE EDUCATION AGENCY (SEA) PROVISION OF DIRECT SERVICES

The Missouri Department of Elementary and Secondary Education (DESE) provides free appropriate public education (FAPE) services for students with disabilities through three State Board of Education Operated Programs: School for the Deaf (MSD), School for the Blind (MSB), and the Missouri Schools for the Severely Disabled (MSSD).

2. MISSOURI SCHOOLS FOR THE SEVERELY DISABLED REGULATIONS FOR SERVICES

A system of day school services in a separate school settings, was established by state law to serve students with severe disabilities referred to the State Board of Education by public agencies which do not operate such programs themselves and which are not a part of special school districts. If the evaluation information and the Individualized Education Program (IEP) compiled by the public agency supports separate school placement as the student's least restrictive educational environment, the LEA may request a determination of student eligibility for services. The following procedural information is provided to assist public agencies in accessing services from MSSD.

ELIGIBILITY CRITERIA FOR MSSD

- A. This public agency must establish the existence of a severe or profound intellectual disability. Students with severe disabilities generally have significant cognitive deficits as evidenced by method a or b described below:
 1. The student obtains scores falling four (4) or more standard deviations below the mean using a standardized measure of cognitive functioning. The evaluation report also includes scores from a normative referenced standardized measure of adaptive behavior that yields a composite score that falls four (4) or more standard deviations below the mean, or
 2. The student is not able to respond to any standardized measure of cognitive ability due to a combination of sensory and/or motor impairments, but evaluation information indicates significant deficits in cognitive ability and adaptive behavior skills as evidenced by a description of the student's need for pervasive levels of supports across all life areas, as defined by the American Association on Intellectual and Developmental Disabilities (AAIDD) classification system. The evaluation report also includes scores from a normative referenced standardized measure of adaptive behavior that yields a composite score that falls four (4) or more standard deviations below the mean.

Only assessment results from comprehensive evaluations less than three (3) years old and consistent with the procedures in Regulation III will be considered during the MSSD eligibility process.

- B. This public agency shall provide justification of why this public agency is not the least restrictive environment for the student.

Students who educationally benefit from special education and related services that can be provided by this public agency are not considered eligible for services through MSSD. In general, students with disabilities such as cognitive deficits falling two (2) to three (3) standard deviations below the mean, Speech or Language Impairments, Hearing Impairment/Deaf, Visual Impairment/Blind, Learning Disabilities, Emotional Disturbance, Other Health Impairment, Traumatic Brain Injury, or Orthopedic Impairment can receive an appropriate education when served by our public agency.

ELIGIBILITY PROCEDURES

In order to assure compliance with applicable state and federal laws and regulations governing identification, evaluation, IEP development, and educational placement procedures for students who may be enrolled in MSSD, the following procedures have been adopted by the State Board of Education.

All students identified as potentially in need of special education services shall be enrolled in and served by the public agency pending the determination of such need. This includes students whose performance indicates possible functioning within the range of severe to profound intellectual disability.

1. The public agency in which the student resides shall complete a comprehensive evaluation which is current within three (3) years. Additional evaluations may be required as determined necessary for individual students. The evaluation information must be obtained in accordance with state regulations on evaluation. Additional educational records or other pertinent information may be required by MSSD to clarify the student's educational needs.
2. Following compilation of evaluation information, the public agency where the student resides is responsible for development of an IEP for the current school term in accordance with the requirements of state regulations. The public agency must consider all service options, including service through a separate school placement, to determine which is appropriate to meet the student's educational needs.
3. If the IEP Team is considering separate school as a placement option for the student, the public agency must forward the evaluation report, current IEP, and justification for separate school placement to MSSD for eligibility consideration. The preceding IEPs, if applicable, and related educational records and other pertinent information for all services provided by the public agency shall also be forwarded. MSSD may request additional information on an individual student basis if necessary. Following a professional review of this information, the public agency shall be notified whether

the student is eligible for services through MSSD. The eligibility determination is not appealable and is a unilateral determination made by MSSD. If the student is determined eligible, MSSD will send the public agency recommendations for needed instruction and services as appropriate.

4. Following a professional review of this information provided by the public agency, the public agency shall be notified whether or not the student is eligible for services through MSSD. The eligibility decision is not appealable.

Students who would otherwise be eligible for MSSD based on the severity of the disability will not be accepted if they require homebound placement as such a placement would preclude attendance at a separate day program such as MSSD. Students who otherwise qualify and require only intermittent services in the home will be eligible for referral.

5. Should the public agency be notified that the student is eligible for MSSD, the public agency may refer the student. The public agency shall notify parents of the eligibility decision and submit the referral only after the parents have been offered all rights available to them as explained in the Procedural Safeguards notice. The IEP, at time of referral, must reflect the actual number of minutes of service per week needed to provide FAPE, or the public agency must reconvene the IEP Team before submitting the referral so as to ensure an IEP Team decision on actual minutes needed to provide free appropriate public education (FAPE).
6. Upon receipt of the completed referral form, IEP for separate placement, and Notice of Action for change of placement, enrollment documents will be mailed to the parent. MSSD will notify the LEA of the date of the student's enrollment. A student with a severe disability may enroll in MSSD upon attaining the age of five (5) years. Extended School Year services shall be provided to students who attain age five (5) years during the summer, if eligible for such services.
7. The public agency will convene an IEP meeting in collaboration with MSSD at least annually to review and/or revise IEPs for all students enrolled in MSSD.
8. At any time the IEP Team may determine, based on general functioning level and progress shown, that the student is no longer eligible for MSSD, either because:
 - a. The student's cognitive and adaptive levels of functioning and performance at school no longer demonstrate a need for pervasive levels of supports across all life areas and a separate school placement no longer appears to be the student's least restrictive environment, or
 - b. A separate school placement is no longer the student's least restrictive environment because he or she demonstrates a need for homebound instruction that exceeds the scope of what would reasonably be considered intermittent in nature.

In such instances, the IEP Team, including a representative of MSSD, convenes to review/revise the IEP to consider placement in the least restrictive environment. The Team should consider IEP goal progress data, other existing data in the education record, information in the most recent reevaluation, and any relevant medical information. MSSD will develop an IEP based on the IEP Team's decisions, including services and IEP goals to be implemented by the public agency in accordance with the IDEA transfer processes, when the student re-enrolls at the public agency. The public agency will provide the parent with prior written notice of the change in placement and change in services.

REEVALUATION

This public agency shall conduct a reevaluation as required by state regulations. Results of the reevaluation shall be submitted to MSSD for review. Additional data may be requested by MSSD to clarify the student's educational needs.

3. TRANSFER OF STUDENTS ENROLLED IN MSSD

A student who is enrolled in an MSSD school and moves from one public agency to another (including those moves to another public agency within the catchment area of the MSSD school the student currently attends), may transfer enrollment immediately on the basis of the justification for separate school placement, current IEP, and evaluation report. This is considered an interim placement, not to exceed thirty (30) days, during which the new public agency follows the transfer procedures provided within Regulation III to confirm concurrence with placement in MSSD as the least restrictive educational environment for the student. If this review results in determination that MSSD is the least restrictive environment, the new public agency will complete the Justification for Continued Separate School Placement form. If, during the thirty (30) day interim period, the new public agency fails to provide the Justification for Continued Separate School Placement form, the student will not be served by MSSD and shall be served by the public agency through a placement other than MSSD.

TRANSFER OF STUDENTS WITH SEVERE DISABILITIES FROM A SEPARATE SCHOOL (DAY) FACILITY (IN MISSOURI PUBLIC AGENCY, A SPECIAL SCHOOL DISTRICT, OR AN OUT-OF-STATE PROGRAM)

A sixty (60) day interim placement at MSSD may be available for students with severe disabilities who are changing public agencies due to a change in residence. These students must have been receiving services in their public agency, through cooperative arrangement with another public agency, in a special school district, or in an out-of-state program for students with severe disabilities.

To qualify for this interim placement, the following criteria must be met:

1. The current IEP and comprehensive evaluation report are adopted by the new public agency pursuant to transfer procedures provided within Regulation IV.
2. The new public agency submits a copy of the student's current IEP and comprehensive evaluation report to MSSD with a letter acknowledging adoption of the documents. In the same letter, the new public agency will verify the previous placement provided educational services in a self-contained classroom with students with severe disabilities in a separate school building. In addition, the public agency requests that the student be served in a sixty (60) day interim placement to confirm concurrence with placement in MSSD as the least restrictive educational environment for the student.
3. MSSD will issue a letter of interim placement assignment if the information submitted is viewed as substantiating the request.
4. Enrollment documents must be completed at the onset of the sixty (60) day interim placement period. MSSD will notify the public agency of the date of the student's enrollment.
5. During the sixty (60) day interim placement, the public agency shall follow the referral procedures to seek eligibility determination in accordance with 1-4 above. If found eligible, the public agency will issue a notice of action to the parents, guardian or educational surrogate, and MSSD confirming continued placement. If, during the sixty (60) day interim period, the public agency fails to submit the justification for separate school placement, the student will not be served by MSSD and shall be served by the public agency through a placement other than MSSD.

If MSSD is not confirmed as the student's least restrictive educational environment, the public agency is notified of this decision and becomes responsible for providing the required special education and related services in accordance with Regulation V.

TRANSFER OF STUDENTS WHO PREVIOUSLY ATTENDED MSSD, MOVED OUT OF STATE, AND HAVE RETURNED TO MISSOURI

To qualify for this interim placement, the following criteria must be met:

1. The student attended MSSD in the 12 months prior to seeking readmission,
2. The student moved out of state and had an IEP placement other than a separate day school,
3. The student has moved back to Missouri, and
4. The parent agrees to the interim placement at MSSD.

Procedure to implement the interim placement;

1. The current IEP and comprehensive evaluation report are reviewed by the new public agency pursuant to transfer procedures provided within Regulation IV and a decision made accepting or rejecting the IEP and evaluation report is documented.
2. The new public agency submits a copy of the student's current IEP and evaluation report to MSSD with documentation of the acceptance or rejection of the documents. In a letter, the new public agency will verify the previous placement at MSSD within the prior twelve (12) months. In addition, the public agency requests that the student be served in a

sixty (60) day interim placement to confirm concurrence with placement in MSSD as the least restrictive educational environment for the student.

3. MSSD will issue a letter of interim placement assignment if the information submitted is viewed as substantiating the request
4. Enrollment documents must be completed at the onset of the sixty (60) day interim placement period. MSSD will notify the public agency of the date of the student's enrollment.
5. During the sixty (60) day interim placement, the public agency shall follow the procedures to seek eligibility determination in accordance with 1-4 above. If found eligible, the public agency will issue a notice of action to the parents, guardian, or educational surrogate, and MSSD confirming continued placement. If, during the sixty (60) day interim period, the public agency fails to submit all the documentation needed to determine eligibility for placement at MSSD, the student will not be served by MSSD and shall be served by the public agency through a placement other than MSSD.

If MSSD is not confirmed as the student's least restrictive educational environment, the public agency is notified of this decision and becomes responsible for providing the required special education and related services in accordance with Regulation V and Regulation IV.

4. MISSOURI SCHOOL FOR THE BLIND AND MISSOURI SCHOOL FOR THE DEAF

The Missouri School for the Blind (MSB) and Missouri School for the Deaf (MSD) are established by state law to serve those students referred to the State Board of Education by public agencies who may require such services to receive a free appropriate public education. If the evaluation information and the Individualized Education Program (IEP) compiled by the local public agency supports separate school placement as the student's least restrictive educational environment, the local public agency may seek determination of student eligibility for services. The following procedural information is supplied to assist public agencies in accessing services from MSD and MSB.

ELIGIBILITY FOR MSB AND MSD

- MSB: Students who are Blind or Visually Impaired, for purposes of MSB eligibility, are those students who meet the state eligibility criteria for Visual Impairment. Students who meet the state eligibility category criteria for Missouri Schools for the Severely Disabled (MSSD) are not eligible for MSB.
- MSD: Students who are Deaf or Hearing Impaired, for purposes of MSD eligibility, are those students who meet the state eligibility criteria for Deaf/Hearing Impaired. Students who meet the state eligibility criteria for MSSD are not eligible for MSD.
- A student may enroll in MSB and MSD upon attaining the age of five (5) years. Extended School Year services shall be provided to students who attain age five (5) years during the summer, if eligible for such services.

REFERRAL PROCEDURES

In order to assure compliance with applicable state and federal laws and regulations governing identification, evaluation, IEP development, and educational placement procedures for students who seek enrollment in either MSD or MSB program, the following procedures have been adopted by the State Board of Education. The public agency is encouraged to request a professional employee of MSB or MSD to participate in the enrollment and referral process. Such requests for participation shall be honored when made during the school term and when schedules permit.

1. All students identified as potentially in need of services from the State Board Operated Programs shall be enrolled in public agency programming pending the determination of such need.
2. The public agency in which the student resides shall provide comprehensive and appropriate evaluation information, current within three (3) years. The public agency may be required to submit to MSB or MSD additional evaluations, educational records, or other pertinent information as determined necessary to clarify the student's educational needs. The requested additional evaluations must be obtained in accordance with Regulation III.
3. Following compilation of evaluation information, the public agency where the student resides is responsible for development of an IEP for the current school term in accordance with the requirements of state regulation provisions for IEPs within Regulation IV. The public agency must consider all service options, including service through a separate school placement, to determine which is appropriate to meet the student's educational needs.
4. If the IEP Team is considering separate school as a placement option for the student, they must submit documentation of the justification for such placement in writing, including an explanation that MSB or MSD would be the least restrictive educational environment for the student. The justification documentation must include information that the public agency has:
 - a. Considered educating the student in the public agency;
 - b. Identified supplementary aids and services that would be needed to educate the student in the public agency; and
 - c. Articulated why the public agency cannot serve the student in the public agency in a placement that would benefit the student.

This public agency must submit to MSB or MSD any supporting evidence of each of the preceding statements that justify the IEP Team's decision.

5. When the IEP indicates the student is in need of services which this public agency is unable to provide and which may be provided by the MSB or MSD, the public agency may forward the evaluation report, current IEP, and justification for separate school placement to MSB or MSD for eligibility review. The preceding IEPs, if applicable, and related educational records and other pertinent information for all services provided by the public agency shall also be forwarded. MSB or MSD may request additional

information if necessary. Following a professional review of this information, the public agency shall be notified whether the student is eligible for services through MSB or MSD. The eligibility determination is not appealable and is a unilateral determination made by MSB or MSD, respectively. If the student is determined eligible, MSB or MSD will send the public agency recommendations for instructional programming and services if appropriate.

REFERRAL

1. Should the public agency be notified that the student is eligible for MSB or MSD, the public agency may refer the student after holding an IEP meeting to consider the recommendations from MSB and MSD and modify the IEP accordingly if needed. The IEP, at time of referral, must reflect the actual number of minutes of service per week needed to provide FAPE, or the public agency must reconvene the IEP Team before submitting the referral so as to ensure an IEP Team decision on actual minutes needed to provide FAPE. After the parents have received an explanation of the Procedural Safeguards notice, the public agency shall submit the referral to MSB or MSD. Notice of such decision to refer shall be given to the parent in accordance with the law, including an explanation of their right to appeal the action through use of their due process hearing rights.
2. When referring the student, this public agency will send the newly revised IEP to MSB or MSD. Upon acceptance of the referral, MSB or MSD will send enrollment documents to the parents.
3. The public agency will convene an IEP meeting in collaboration with MSB or MSD at least annually to review and/or revise IEPs for students enrolled in MSB or MSD.
4. If at any time MSB or MSD believes a modification to the student's IEP is required, including instances wherein MSB or MSD does not believe MSB or MSD is the Least Restrictive Environment, MSB or MSD will notify the public agency that an IEP Team meeting is necessary. The public agency must hold an IEP Team meeting within a reasonable time of MSB's or MSD's notification to the public agency of the need for an IEP Team meeting. The student's teacher and other appropriate professional personnel from MSD or MSB shall be invited to participate in this meeting. If the IEP Team determines the student is ineligible for services at MSB or MSD, they shall inform the parents of their right to appeal in accordance with the Procedural Safeguards.

REEVALUATION

The public agency shall conduct a reevaluation as required by state regulations.

Results of the reevaluation shall be submitted to MSB and MSD for review. Additional data, including additional evaluation information, may be requested by MSB or MSD and must be provided by the public agency to clarify the student's educational needs.



MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
OFFICE OF SPECIAL EDUCATION-COMPLIANCE

LOCAL COMPLIANCE PLAN CERTIFICATION STATEMENT

SCHOOL DISTRICT NAME		COUNTY-DISTRICT CODE
DISTRICT CONTACT	DISTRICT PHONE NUMBER	DISTRICT FAX NUMBER

INSTRUCTIONS

Complete the Adoption and Certification sections below. The form must be signed by the Board President, Superintendent, and Compliance Plan Contact.

Submit form via MAIL or FAX to: Special Education Compliance
Missouri Department of Elementary and Secondary Education
PO Box 480
Jefferson City, MO 65102 or Fax 573-751-3910

QUESTIONS: Contact Special Education Compliance at 573-751-0699 or secompliance@dese.mo.gov

ADOPTION

The Responsible Public Agency has chosen the following (check only one) in regard to adoption of a local plan for compliance with state and federal regulations implementing the Individuals with Disabilities Education Act (IDEA):

Option A: Adopt the Model Compliance Plan made available by the Department of Elementary and Secondary Education (DESE).

Option B: Adapt the Model Compliance Plan made available by the Department with agency revisions. All pages on which revisions have been made to the Model Compliance Plan with highlighted revisions are enclosed. These revisions must be approved by DESE before the agency's plan becomes final.

Option C: Agency developed Compliance Plan (plan enclosed for DESE's approval).

CERTIFICATION

The Responsible Public Agency assures that the agency's Compliance Plan and applicable state and federal regulations constitute the basis for operation and administration of the activities to be carried out in the agency under Part B of the IDEA, to provide special education services for all children with disabilities between the ages of three (3) and twenty-one (21) who meet the eligibility criteria as stated in this plan and under the jurisdiction of the agency.

The Responsible Public Agency assures that programs administered under Part B of the IDEA are in accordance with the assurances provided in 34 CFR 76.301 of the General Education Provision Act (GEPA) and that federal funds made available under Part B of the IDEA are used in accordance with the excess cost and maintenance of fiscal effort and comparable services requirements of 34 CFR Sections 300.202 - 300.205 of the federal regulations governing the IDEA.

The local compliance plan was adopted by the Governing Board of the agency on _____ (mm/dd/yy).

SIGNATURE OF BOARD PRESIDENT	DATE
SIGNATURE OF SUPERINTENDENT	DATE
SIGNATURE OF COMPLIANCE PLAN CONTACT PERSON	DATE

The Department of Elementary and Secondary Education does not discriminate on the basis of race, color, religion, gender, national origin, age, or disability in its programs and activities. Inquiries related to Department programs and to the location of services, activities, and facilities that are accessible by persons with disabilities may be directed to the Jefferson State Office Building, Office of the General Counsel, Coordinator – Civil Rights Compliance (Title VI/Title IX/504/ADA/Age Act), 6th Floor, 205 Jefferson Street, P.O. Box 480, Jefferson City, MO 65102-0480; telephone number 573-526-4757 or TTY 800-735-2966; email civilrights@dese.mo.gov.

Cover Sheet

Social Emotional Development Report

Section: VIII. New Business
Item: C. Social Emotional Development Report
Purpose: Discuss
Submitted by:
Related Material: Social Emotional Development Board Report.pdf



ITEM: 2021-2022 SY Social Emotional Development Plan

Purpose: Discussion

Submitted by: Jazmine Salach

Related Material: None

BACKGROUND: Social emotional learning can have a positive impact up to 18 years later on academics, conduct, emotional distress and substance use. Researchers from the Collaborative for Academic, Social, and Emotional Learning (CASEL) organization developed a framework to support students in the development of soft skills related to relationships, self-awareness, self-management, social awareness, and decision making. In 2011, a meta-analysis of 213 school-based, universal social-emotional learning programs involving over 270,000 kindergarten through high school students was conducted. Compared to controls, SEL participants demonstrated significantly improved social and emotional skills, attitudes, behavior, and academic performance that reflected an 11-percentile-point gain in achievement.

In the 2019-2020 SY, 45% of Hogan Preparatory Academy students had a referral input into the PowerSchool system. Of this number, 27% of students had 5 or more referrals throughout the school year. This decreases the amount of instructional time students receive, which directly impacts their participation in the general education setting as well as impacts their success after graduation. Please see Appendix A.

RECOMMENDATION: This is an information item only. No recommendations.

Social Emotional Development

Objectives of Implementation

- Personalize the learning process for all students
- Provide students with their distinct competitive advantage to unlock their potential
- Develop social emotional skills to prepare students to better enhance their market value asset

Connecting Social Emotional Learning to Hogan Preparatory Academy

- The mission and vision of Hogan Preparatory Academy is to recognize the uniqueness of each student who attends our schools
- The Hogan 5 addresses the academic needs as well as the personal needs of students to better access the general education curriculum and increase student achievement on MAP and End-of-Course exams
- Preparing students with their distinct competitive advantage to be college and career ready by graduation



This means 90% of students must be in school 90% of the time to be prepared for their postsecondary plans. Our goal is to decrease the number of students with 5 or more referrals (Tier III) by 5 percent and the number of students with one to four referrals (Tier II) by 10 percent by the end of the 2021-2022 SY.

Current Actions

There are several implementation strategies that have been identified by Hogan Preparatory Academy to provide students and staff with the support they need to implement social emotional learning in the classroom.

- Creation of the Hogan 5 where two elements are directly related to building a positive learning environment to support students in the learning process
- Adoption of an Advocacy Model which provides targeted lessons in academic personalization, relationships and connections, cultural responsiveness and equity, and career awareness.
- Implementation of Tier I strategies adapted from PBIS framework. Each school site has crafted matrices on expectations schoolwide in regards to managing 80 percent of student behaviors through classwide strategies. Year One focus is on four elements: High Expectations, Procedures and Routines, Encouraging Behaviors, Discouraging Behaviors.
- Training and ongoing coaching of restorative practices and implementation of Love and Logic strategies.
- Creating alignment of social emotional learning expectations and implementation across all school sites
 - Conducted school leadership conversations to determine current systems and practices
 - Deep dive into four PBIS teaching and learning best practices with leadership team to create norms across all schools
 - Develop advocacy norms to align developmentally appropriate practices from kindergarten to twelfth grade to ensure the program scaffolds skills
 - Build a common language across all schools to audit current practices and align with vision and mission
- Streamline Care Team processes to provide more targeted support for identified Tier II and Tier III students
- Develop systems for diverse learners across all schools (special education, English learners, McKinney-Vento, Section 504)

Future Tasks

- Provide live coaching for staff members in regards to 2C and 2D of the Hogan 5.
- Conduct data dives with each school site around discipline systems and referral processes.
 - Determine next steps for documentation across the schools.
 - Break data down into subpopulations for more critical conversations.
- Conduct culture walkthroughs to provide feedback to school leadership on implementation of PBIS, Love and Logic, and restorative practices.



- Build playlists on Ripple Effects for schoolwide implementation with differentiation for Tier II and Tier III students
- Manage sustainable systems for identifying and providing support for students eligible for McKinney-Vento services, special education services, and English learners
 - Create space for professional development to build collective knowledge and capacity around differentiation and support for subpopulations of students

Appendices

Appendix A: Discipline Referrals in 2019-2020 SY

