

AMENDED AND RESTATED CONTRACT
FOR
OHIO COMMUNITY SCHOOL

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

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

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

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

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

ARTICLE I
Continuation of Community School

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

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

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

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

- 1.4 **Corporate Documents.** Attached as **Attachment 1.4** are the Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Employer ID Number, Code of Regulations, IRS Determination Letter (if any), Mission Statement, and Organizational Chart of the School. Any changes or updates to any of these documents must be reported in writing to the Sponsor within five (5) business days of the effective date of such changes, along with a copy of all documentation and filings.
- 1.5 Intentionally left blank.
- 1.6 **Sponsor Responsibilities.** The Sponsor shall carry out the responsibilities established by law, including:
- (a) Monitor the School's compliance with all laws applicable to the School and with the terms of this Contract;
 - (b) Monitor and evaluate the academic and fiscal performance and the organization and operation of the School on at least an annual basis, which evaluation shall be based on the performance requirements set forth in **Attachment 11.6**, state report cards, and any other analysis conducted by the Ohio Department of Education (ODE) or the Sponsor and shall be reported on an annual basis to the ODE and to the parents of students enrolled in the school;
 - (c) Review the financial and enrollment records of the school at least once per month with the Governing Authority or Fiscal Officer and provide a written report regarding the review within ten (10) days after the review;
 - (d) Provide technical assistance to the School in complying with this Contract and with applicable laws, provided, however, that Sponsor shall not be obligated to give legal advice to the School;
 - (e) Offer other activities, as determined by the Sponsor, specifically designed to benefit the School;
 - (f) Take steps to intervene in the School's operation to correct problems in the School's overall performance, declare the School to be on probationary status pursuant to R.C. 3314.073, suspend operation of the School pursuant to R.C. 3314.072, or terminate or non-renew this Contract pursuant to R.C. 3314.07, as determined necessary by the Sponsor;
 - (g) Establish a plan of action to be undertaken if the School experiences financial difficulties or closes before the end of the school year, which plan shall be set out by the Sponsor as and when financial difficulties arise in a customized tailored manner to address the source of difficulties; and
 - (h) Report on the amounts and types of expenditures made to provide monitoring, oversight, and technical assistance to sponsored schools, pursuant to the specific requirements of R.C. 3314.025.

ARTICLE II

Governing Authority/Administration

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

member's term. All BCI and FBI criminal background checks must be repeated at least every five (5) years, unless the Governing Authority member has lived in Ohio for the past five (5) years, in which case only a BCI check must be repeated. Results must be submitted to the Sponsor within thirty (30) days of the expiration of the previously completed background check.

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

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

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

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

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

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

Authority to comply. In addition, any failure by the Governing Authority promptly to comply with the requirements of this subparagraph shall be good cause for termination of this Contract. In order to effectuate this provision, the Code of Regulations of the School must contain a provision allowing the Sponsor to appoint and/or dismiss Directors, if the Sponsor deems necessary at its discretion.

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

ARTICLE III Operations

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

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

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

(a) Regarding employees:

- (1) If there is a collective bargaining agreement that applies, the layoff or other provisions of the collective bargaining agreement shall be followed.
- (2) In the absence of a collective bargaining agreement, the School may elect to treat employees as laid-off or a reduction in force. Expiring employee contracts may be non-renewed. The School shall follow the plan for disposition of employees as detailed in **Attachment 8.2**.

(b) Upon termination of this Contract, by law or by these contract provisions, or, upon dissolution of the Ohio non-profit corporation that operates the School, all equipment, supplies, real property, books, furniture, or other assets of the School shall be distributed in accordance with R.C. Chapter 1702, 3314.015(E), and 3314.074, subject to and in accordance with any other applicable laws, rules, or regulations.

(c) The School shall comply with and cooperate with the closing requirements summarized on **Attachment 3.4** and all other required procedures, including any ODE Closing Procedure Guidance at the pertinent time, even if listed as requirements of the Sponsor. The Governing Authority and the licensed School Treasurer shall stay in their positions until the closing of the School and the final audit is completed.

3.5 **Commencement of School Operations.** The School shall open for operation not later than September 30 of each school year, unless the mission of the School is solely to serve dropouts or unless Sponsor is rated exemplary for two or more consecutive years. If the School fails to open within one (1) year after the execution of this Contract, this Contract may be deemed void.

3.6 **Policies and Parent Surveys.** Upon request, the School shall send to Sponsor copies of policies and handbooks, including its parent and foster caregiver involvement policy, and any parent survey measuring parent satisfaction with the operation of the School.

ARTICLE IV Compliance with Laws

4.1 **Compliance with Ohio Laws.** The School shall comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0714 (as stated in 3314.17), 3301.0715, 3301.0729, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.801 (unless the School is an internet- or computer-based school), 3313.814, 3313.816, 3313.817, 3313.818, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52 and 5705.391, Chapters 117., 1347., 1702., 2744., 3314., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code as if it were a school district. Unless prohibited by the United States Constitution, the Ohio Constitution, or other controlling law, the School will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended.

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

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

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

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

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

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

4.2 **Compliance with Other Laws.** The School and the Governing Authority may carry out any act or ensure the performance of any function that is in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, or this Contract. The School is not exempt from federal laws, rules, and regulations, or Ohio laws granting rights to parents. The School specifically acknowledges that federal laws, rules, and regulations apply to its operation, including but not limited to those concerning federal grants.

4.3 **In-Service Training.** Each person employed to work in the School as a nurse, teacher, counselor, school psychologist, or administrator shall complete a minimum of four (4) hours of in-service training at least once every two (2) years. In-service training shall include training on the School’s harassment, intimidation and bullying policy; child abuse prevention and intervention; school safety and violence prevention; dating violence prevention; substance abuse prevention; the promotion of positive youth development; and youth suicide awareness and prevention.

ARTICLE V

Facilities

5.1 **Location of Facilities.** The facility to be used for the primary location of the School will be maintained at 2400 Cleveland Avenue NW, Canton, Ohio 44709. The School may not open any additional facility without the prior written approval of Sponsor, completion of all required opening assurances, and modification of this Contract. The School agrees to comply with all laws, rules, and regulations concerning multiple facilities. All facilities are described on **Attachment 5.2**.

5.2 **Lease or Purchase.** Any lease or use of any School facility must be documented in writing. If any School facility has been or will be leased, the lease shall not be signed unless it is consistent

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

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

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

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

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

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

ARTICLE VI Educational Program

- 6.1 **Enrollment.** The School will provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The School shall serve grades nine (9) through twelve (12). The School may not add or remove grades without the prior approval of the Sponsor and modification of this Contract. The School agrees to be compliant with the maximum number of people allowed per room and/or per facility as stated on the Certificate(s) of Occupancy provided to the School by the local building department. An involuntary and material decrease in enrollment may be a sole good cause for nonrenewal, suspension, or termination at the discretion of the Sponsor. A material decrease in enrollment for purposes of this Section 6.1 shall be an unplanned decrease not pre-approved by Sponsor of (i) below twenty-five (25) students, or (ii) thirty percent (30%) or greater

decrease from the average enrollment figures of the prior four (4) or more school operating (open for students) months.

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

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

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

6.4 **Academic Proficiency and Achievement Assessments.** The School must administer all required statewide proficiency or achievement assessments and any other performance standards or assessments required by law, by the ODE, or recommended by Sponsor. The School must ensure that all such standards, requirements, and assessments are timely and properly administered, met, and completed. The results of such assessments, as well as any benchmarking data, shall be made available to the Sponsor and presented to the Governing Authority in a timely manner after receipt by the School. The School must submit a calendar of assessments to Sponsor prior to the start of each academic year. Any change in assessment or method of measurement of progress must be reported in writing to the Sponsor. Academic goals and performance standards by which the School will be evaluated by the sponsor and which shall include but are not limited to all applicable report card measures and assessments administered by the School are outlined in **Attachment 11.6**.

- 6.5 **Racial and Ethnic Balance.** The School will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve and attempt to continue, as the case may be, racial and ethnic balance reflective of the community it serves by doing each of the items recited in **Attachment 6.5**. Notwithstanding the admissions procedures of the School, in the event that the racial composition of the enrollment of the School violates a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.
- 6.6 **Tuition.** Subject only to any applicable exceptions pursuant to federal law, R.C. 3314.26, 3314.08(F) or R.C. 3314.06(A), tuition in any form shall not be charged for the enrollment of any student. Nothing in this section prevents reasonable activity or class fees as allowed by law, the School's engaging in voluntary fundraising activities, or parents giving voluntary donations.
- 6.7 **Student Discipline and Dismissal Policies.** The School shall adopt a policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things, the types of misconduct for which a student may be suspended, expelled, or removed and the due process related thereto. The School must also maintain a policy for the discipline, suspension, and expulsion of disabled students and a policy for Positive Behavioral Interventions and Supports/Restraint and Seclusion. All such policies are included in **Attachment 6.7**.
- 6.8 **Assuring Student Growth.** The School shall annually develop a plan of intervention for all students not found proficient or not on grade level, and it shall make such plan available for review by Sponsor.
- 6.9 **Disabled Students.** During admission and enrollment of any disabled student and thereafter the School shall comply with all federal and state laws regarding the education of students with special needs. The School shall provide all necessary related services, or the School may contract for accommodations or related services provided that it provides documentation to Sponsor identifying the providers, the plan to provide services, and the provider's qualifications, experience, and reputation. The School must annually adopt its plan for carrying through on all special education laws, rules and procedures.
- 6.10 **School Closure.** The School agrees to remain open for students to attend until the end of the school year in which it is determined that the School must close, provided however, that Sponsor may suspend the operations or terminate the contract as otherwise indicated by law. Unless suspended, the programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Governing Authority and its administration take sole responsibility for the ODE closing procedures listed in **Attachment 3.4** and indemnifies, shall defend, and hold harmless the Sponsor for all performance thereof.
- 6.11 **High School Diplomas.** The School shall comply with the requirements of the Ohio Core Curriculum and/or allowable waivers thereof. If the School is a high school awarding a diploma, the School shall comply with R.C. 3313.61, 3313.611, and 3313.614, except that, by completing the curriculum adopted by the Governing Authority, the student will be deemed to have met the requirement that a person must successfully complete the curriculum specified in Title 33 of the Revised Code or any rules of the state board of education. Provided, however, beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in R.C. 3313.61 and 3313.611 that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of section 3313.603 of the Revised Code, unless the person

qualifies under division (D) or (F) of that section. Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning in the 2017-18 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency, as adopted by the state board of education under R.C. 3313.603(J)(1) and (2). Beginning with the 2018-2019 school year, the School shall also comply with the framework developed by the Ohio Department of Education under R.C. 3313.603(J)(3) for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education. To the extent applicable, the School shall comply with alternative graduation requirements as permitted by 132 General Assembly, House Bill 491, Section 3 for those students entering ninth grade for the first time between July 1, 2014 and July 1, 2017 who failed to meet end-of-course exam requirements. Prior to graduation, the School shall send its list of graduates to Sponsor, and Sponsor shall be invited to all graduation ceremonies.

6.12 **Admissions Policy.** The School shall follow the admissions and enrollment policy and procedures of the School attached hereto as **Attachment 6.12**. Any change in these policies must be reported in writing to the Sponsor within five (5) business days. At a minimum, the admission policy, at all times, must:

- (a) specify that the school will not discriminate in its admission of students to the school on the basis of race, religion, color, gender, national origin, handicap, intellectual ability, athletic ability, or measurement of achievement or aptitude, except the School may limit admission to “at-risk” students, as specified in 6.12(b) or elsewhere specifically mentioned in applicable Ohio law. Upon admission of any student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities;
- (b) be open to any individual entitled to attend school in the State of Ohio pursuant to R.C. 3313.64 or 3313.65 or that has been admitted in accordance with R.C. 3321.01(A)(2), except that admission to the school may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of “at-risk” that the parties to this Contract agree upon and which is included in **Attachment 6.12**, and/or (iii) residents of a specific geographic area that the parties to this Contract agree upon.

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

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

- (d) The School shall adopt a policy regarding the enrollment and attendance of students, which requires a student's parent to notify the School when there is a change in the location of the parent's or student's primary residence. This policy is included in **Attachment 6.12**.
- (e) The School shall adopt a policy regarding the verification of a student's residence and address consistent with the School's obligations in accordance with R.C. 3314.11. This policy shall be included in **Attachment 6.12**.

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

ARTICLE VII Reporting

- 7.1 **Annual Report.** Not later than October 30 of each year, the Governing Authority shall submit to the Sponsor, the parents of all students enrolled in the School, and any other statutorily required parties, its financial status and the annual report of its activities and progress in meeting the goals and standards of this Contract.
- 7.2 **Reports to Sponsor.** The Governing Authority shall report to the Sponsor the following on or before the day set by statute, rule, regulation, or by the Sponsor, all information or documents required under applicable law, including but not limited to:
 - (a) a comprehensive plan for the School, and any updates to such plan, which shall specify:
 - i. the process by which the Governing Authority will be selected in the future;
 - ii. the management and administration of the School;
 - iii. the instructional program and educational philosophy of the School; and
 - iv. internal financial controls;
 - (b) on a monthly basis,
 - i. requested information related to student discipline, truancy compliance, withdrawals, and special education;
 - ii. staff and teacher turnover, including new staff qualifications;
 - iii. enrollment numbers, financials, budgets, fixed assets, liabilities, or similar information; and
 - iv. any changes in structure or governance;
 - (c) any event, occurrence, or circumstance that could reasonably have a material adverse effect on the operations, properties, assets, financial condition, enrollment, or reputation of the School;
 - (d) on an annual basis,
 - i. verification of completion of annual public records and open meetings law training by each

- Governing Authority member, Fiscal Officer, Chief Administrative Officer, administrative employees of the School, and all individuals performing supervisory or administrative services for the School through an operator contract;
- ii. any finding for recovery issued by the Auditor of State against any Governing Authority member, the operator, or any employee who works at the School with responsibility for fiscal operations or authorization to spend money on behalf of the School;
 - iii. disclosure statements and signed ethics and conflicts policies for Governing Authority member as filed pursuant to R.C. 3314.02(E)(7);
 - iv. updated asset reports showing all assets purchased with public funds and all assets purchased by nonpublic funds, and the ownership of each;
 - v. a detailed accounting of the nature and costs of the goods and services that the operator provides to the School, pursuant to R.C. 3314.024, if the operator receives more than twenty percent (20%) of the School's gross annual revenues; and
 - vi. the information required under R.C. 3314.08(B)(2); and
- (e) all items required to be reported in this Contract, required by Sponsor through the Sponsor's document management system, Epicenter, or by the ODE, including but not limited to those listed on **Attachment 7.2**.

- 7.3 **Site Visits.** The Sponsor shall be allowed to observe the School in operation at site visits at Sponsor's request and shall be allowed access for such site visits or other visits as Sponsor deems advisable or necessary.

ARTICLE VIII

Employees

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

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

- 8.2 **Dismissal of Employees.** Subject to Section 11.2 below, the Governing Authority may employ administrators, teachers, and non-teaching employees necessary to carry out its mission and fulfill this Contract, so long as no contract of employment extends beyond the term of this Contract. The

dismissal procedures for staff and the plan for disposition of employees if this Contract is terminated or not renewed are set out in **Attachment 8.2**.

- 8.3 **Employee Benefits.** A summary of all health or other benefits provided by the School or operator to full-time employees of the School shall be set out in **Attachment 8.3**, which may be amended by the School from time to time. All such amendments shall be provided to Sponsor in writing within five (5) business days of amendment or change. In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Revised Code, the collective bargaining agreement supersedes **Attachment 8.3** to the extent that the collective bargaining agreement provides for health and other benefits. Any collective bargaining agreement shall not, under any circumstances, be a part of this Contract. To the extent required or allowed by state and federal law, the School shall comply with chapters 3307 and 3309 of the Ohio Revised Code.
- 8.4 **Criminal Background Check.** All criminal background records checks (BCI&I/FBI fingerprint and background check information) of teachers, staff, or the Governing Authority must be timely conducted at the School's expense, in accordance with law. All background checks must be acceptable to both the Sponsor and Governing Authority. The Governing Authority hereby appoints the Sponsor as a representative pursuant to R.C. 3319.39(D), for purposes of receiving and reviewing the results of criminal background checks performed under R.C. 3319.39(A)(1) for employees working at the School and authorizes its agents to communicate this information directly to the Sponsor. All volunteers must be notified that the School may require a background check of the volunteer at any time, at the School's request.

ARTICLE IX

Finance

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

shall, and shall cause its operator to (if applicable), suspend and replace the Fiscal Officer, and require his/her dedication to assist any replacement fiscal officer(s).

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

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

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

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

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

9.5. **Financial Plan.** A financial plan detailing an estimated school budget for every year of the Contract is attached as **Attachment 9.5**. Each year of this Contract, on or before October 31, a school budget that includes all required elements under R.C. 3314.032(C) shall be adopted by the Governing Authority and submitted to the Sponsor. If the School is managed by a third party operator, the Governing Authority must procure from such operator sufficient data, at the Sponsor's discretion, to allow the Sponsor to review revenue and expenses as required or permitted by law. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The base formula amount for each year shall not exceed the formula amount defined in R.C. 3317.02.

All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimate per pupil expenditure amount for each year. The School agrees to provide further breakdown of revenue or expenses, or line items for expenses or revenue not projected, upon Sponsor's request. Financial performance goals, standards, measurement, and assessment are included in **Attachment 11.6**.

- 9.6 **Borrowing Money.** The School may borrow money to pay necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School. The School must issue notes to evidence such a borrowing. A copy of all notes must be provided to the Sponsor within five (5) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the School. The School may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities. All moneys borrowed from the School's operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.
- 9.7 **Payment to Sponsor for Monitoring, Oversight, and Technical Assistance.** For and in consideration of two and a half percent (2.5%) of the total amount of payments for operating expenses received by the School from the State of Ohio (but only up to three percent (3%) of such funds unless otherwise allowed by law), the Sponsor shall provide the monitoring, oversight, and technical assistance required by law. Payments to the Sponsor shall be made by monthly automatic transfer to the general fund of the Sponsor, and the School agrees to sign documentation necessary to accomplish the same. The word "received" means the acceptance by the Sponsor in accordance with and pursuant to the revenues received on the monthly School Foundation Statement. The Sponsor has a right to rely upon the monthly statement and is not responsible, except for reductions due to FTE findings already deducted in the then current monthly statement, or those FTE findings deducted in future statements upon which Sponsor figures its fee.

At the inception of this Amended and Restated Contract, the oversight fee will be set at or remain at 2.5% as described above. The Sponsor reserves the right to increase the fee upon not less than sixty (60) days prior written notice, for not more than a half percent (0.5%) each increase, at any rolling 18-month interval during the term of this Contract, provided the total oversight fee shall never exceed statutory limits (currently 3%).

However,

1. It shall not be mandatory for the Sponsor to raise any oversight fee;
2. Nothing shall prohibit the Sponsor from raising the oversight fee to any increment below 0.5% of the last fee amount, and
3. The School may exercise an option to waive any increase, once during the first 35-month period of this Contract only, as measured from the proposed effective date of the last Sponsor-requested raise in fee if:
 - a. the School's enrollment at the time of the notice of increase is a thousand (1,000) students or more on the most recent past month's CSADM report; or
 - b. All of the following are true: (i) the School's most recently officially released academic Ohio Report Card Rating is an overall B or higher; (ii) there are no findings in the School's last officially released annual state audit; and (iii) no special education, FTE, federal grant, or lunch audit findings, and no special audits or other administrative audits then being conducted.

4. Should the laws, rules, or regulations change to increase oversight fees or regulate how or from whom they are paid or otherwise, this Contract shall be amended to comply with such laws at the Sponsor's written request and, the School agrees to automatically comply with such new rules even without such amendment, at the Sponsor's written request.

9.8 **Federal Grants.** The School must report annually and in writing to the Sponsor the sources of funds used to acquire property and equipment used at the School, clearly delineated and tracking those acquired with federal funds, and shall report to Sponsor the disposition of assets acquired with federal funds with an explanation as to how disposed of, and backup for proper disposition in accordance with applicable law and grant rules. The School also acknowledges that certain federal grants, including but not limited to the federal food programs, may require bidding processes not otherwise required under state law. The School shall follow all applicable federal sources and uses, grant and procurement laws, rules and regulations.

9.9 **Fiscal Year.** The fiscal year for the School shall be July 1 to June 30.

ARTICLE X

Insurance/Indemnification

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

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

- (a) A failure of the Governing Authority and/or School or any of its officers, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or this Contract;
- (b) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to report data or information, or the reporting of improper, inaccurate, erroneous, fraudulent, negligent, or incomplete information or data to Sponsor;

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

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

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

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

ARTICLE XI

General Provisions

11.1 **Contract Authorization.** Before executing this Contract, the Governing Authority must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Contract and authorizing one or more individuals to execute this Contract for and on behalf of the School, with full authority to bind the School. The Governing Authority shall employ an attorney independent from the Sponsor for any negotiation of this Contract or its amendments.

- 11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Contract or by the Sponsor, contracts entered into by the School with third parties shall provide for the School's right to terminate upon failure of the School to remain in operation.
- 11.3 **General Acknowledgements.** The Governing Authority specifically recognizes and acknowledges the following:
- (a) The Governing Authority is responsible for carrying out the provisions of this Contract.
 - (b) For purposes of this Contract, "sponsor approval" means written approval by the ESCLEW Governing Board, the ESCLEW Governing Board President, Superintendent, or Community Schools Center Director, or other Sponsor agent authorized by the ESCLEW Governing Board.
 - (c) The Sponsor's authority to assume operation of the School under the conditions specified in R.C. 3314.073(B).
 - (d) The authority of public health and safety officials to inspect and order School facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
 - (e) The authority of the ODE to suspend the operations of the School under R.C. 3314.072 if the department has evidence of conditions or violations of law at the School that pose an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.
 - (f) That the Sponsor is not liable for the acts, omissions, or the debts of the School pursuant to R.C. 3314.07(D) and 3314.08(G)(2), as well as any other applicable law limiting the liability of the Sponsor.
 - (g) That the Sponsor may take steps to intervene in, correct, declare probationary status of, suspend, terminate, or non-renew the status of the School as an Ohio Community School, as well as correct problems in the School's performance.
 - (h) That the ODE may take over sponsorship of the School in accordance with R.C. 3314.015(C).
 - (i) The mandate of permanent closure under R.C. 3314.35, under the circumstances enumerated therein.
 - (j) That the Auditor of the State of Ohio may deem the School "unauditable" and direct the stoppage of funding for the School, and that the Sponsor has the right to terminate this Contract in such a situation.
 - (k) That the ODE has set out its guidance for closing procedures (attached as a modified supplement in **Attachment 3.4**).
 - (l) That the Sponsor and its officers, directors, governing board, administrator, consultants, and employees are granted civil immunity for any action authorized under Chapter 3314, Ohio Community School Law, or the Contract, that is taken to fulfill the Sponsor's responsibility to oversee and monitor a community school, in accordance with R.C. 3314.07 or otherwise, and the School hereby indemnifies, defends, and shall hold the Sponsor harmless from all such actions.
- 11.4 **Dispute Resolution.** The Sponsor and the School agree to the following dispute resolution procedure for any dispute not otherwise governed by mandatory administrative procedures pursuant to this Contract or the law. The parties shall make initial attempts to resolve any dispute between a designee of the Sponsor and the Chief Administrative Officer of the School and/or the

President of the Governing Authority. If those parties cannot resolve the dispute, the matter shall be submitted to a qualified mediator for mediation. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three mediators from the Toledo Bar Association and each eliminate one, using the one mediator left after eliminations. All mediation will take place in Lucas County and all costs of the mediator shall be split equally between the parties.

11.5 **Term.** This Contract shall be for a term of two (2) **year(s)**, effective as of or commencing on July 1, 2020 and ending on June 30, 2022. However, the School agrees to close voluntarily and waives all rights of due process and all claims, losses, causes of action, or damages of any kind against the Sponsor if the School is closed mandatorily by statute, by another governmental agency, or by operation of law.

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

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

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

The Sponsor may choose not to renew this Contract at its Expiration Date for (1) failure to meet student performance requirements stated in this Contract; (2) failure to meet generally accepted standards of fiscal management; (3) violation of any provision of this Contract or applicable state or federal law; or (4) other good cause.

Renewal decisions are based upon an analysis of the following:

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

viii. other good cause.

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

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

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

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

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

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

in effect. At all times during suspension, the School remains subject to nonrenewal or termination proceedings, in accordance with the law.

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

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

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

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

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

- 11.11 **Good Faith Deposit.** Immediately upon any Notice of Intent to Suspend, any notice of closure or suspension from any governmental or administrative agency, or upon a vote of closure by the School, the School must submit to Sponsor a good faith deposit of fifteen thousand dollars (\$15,000), or less at the option of the Sponsor, to cover costs of any legal or other professional fees which may be required or desirable to facilitate matters including, but not limited to, notices to parents, transfer of files, change of locks, securing assets, segregating or selling assets, returning assets, or other professional or non-professional fees or costs incurred by Sponsor, which are in any way associated with termination and closure of the School, in case the School fails to perform some or all of its responsibilities upon cessation of operations for any reason. The good faith deposit will be returned to the School or sent to the appropriate creditor without interest, if not used for these purposes by the Sponsor. See also Sponsor's Supplemental Closing Procedures in **Attachment 3.4**.

- 11.12 **Failure to Open/Permanent Closure.** If the School fails to open before September 30th of any year (unless the School is a Drop-out Prevention and Recovery school) or within one (1) year after the initial execution hereof, or, if the School permanently closes prior to the Expiration Date hereof, this Contract shall become void upon notice by Sponsor to School, subject only to the survival of Section 10.2 of this Contract.
- 11.13 **Compliance with Requests of Sponsor.** The School shall timely comply with all reasonable requests of the Sponsor and allow the Sponsor to monitor the School operations. Failure to do so is grounds for suspension, termination, or non-renewal of this Contract. Timeliness is defined as compliance with the express provisions of this Contract, an answer in writing within five (5) business days (unless a shorter time is otherwise required pursuant to this Contract), and adequate assurances of cure or actual cure within a period of time acceptable to Sponsor. Notwithstanding the above, the Sponsor may, at its discretion and in particular for non-emergency situations, extend any deadline stated in this Contract.
- 11.14 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.15 **Assignments/No Third Party Beneficiaries.** This Contract and its terms shall not be assigned or delegated without the express written approval of Sponsor. This Contract shall inure to the benefit of, and shall be binding upon, the School, the Sponsor, and their respective permitted successors or assigns; subject, however, to the following specific provision hereof: This Contract shall not inure to the benefit of anyone other than as provided for in the immediately preceding sentence and no third person or party shall have any rights hereunder, whether by agency or as a third party beneficiary or otherwise.
- The School shall notify the Sponsor of any impending merger at least sixty (60) days prior to the effective date of the merger. In the event of a merger, this Contract shall not be assigned to the sponsor of any surviving entity.
- 11.16 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt, and notice may be satisfied by personal delivery or by any other means by which receipt can be documented to: in the case of the Sponsor, the Superintendent, at the last-known business address of the Sponsor; in the case of the Governing Authority, the Chief Administrative Officer, a member of the Governing Authority, or the Governing Authority's attorney, at the last known business or home address of the School, its administrator, Governing Authority member, or Governing Authority's attorney.
- Should the School be abandoned by or not have in place an administrator or an authorized Director of the Board, the Sponsor may give notice to the ODE.
- 11.17 **Severability.** Should any term, clause, or provision of this Contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses, or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.18 **Changes or Modifications.** This Contract constitutes the entire agreement among the parties, and no changes or modifications to this Contract shall be valid and binding unless signed by both the Sponsor and the Governing Authority and attached to this Contract. Notifications required by this Contract shall not be considered changes or modifications of this Contract.

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

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

**Educational Service Center of
Lake Erie West**

By: 

(Signature)

Its: Superintendent

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

Date: 6-28-2020

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

By: 

DocuSigned by:
9/27/19/C482848C
(Signature)

Its: President

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

Date: 6/19/2020

ATTACHMENT 1.4 GOVERNANCE PLAN

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

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

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

Entity#: 1423710
Filing Type: CORPORATION FOR NON-PROFIT
Original Filing Date: 11/17/2003
Location: CANTON-
Business Name: SUMMIT ACADEMY SECONDARY SCHOOL - CANTON

Status: Active
Exp. Date: 03/28/2021

Agent/Registrant Information

AMBER SHAEFFER
 2791 MOGADORE ROAD
 AKRON OH 44312
 03/28/2016
 Active

Filings

Filing Type	Date of Filing	Document ID
DOMESTIC ARTICLES/NON-PROFIT	11/17/2003	200332303238
CERTIFICATE OF CONTINUED EXISTENCE	07/03/2007	200718602362
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	05/11/2009	200913102664
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	07/22/2013	201320401054
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	03/28/2016	201608903242

**UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE**

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 28th of April, A.D. 2020

Ohio Secretary of State

A handwritten signature in blue ink that reads "Frank LaRose".



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/20/2003	200332303238	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

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

PATRICK J. DOWNEY
1 SEAGATE FLOOR 24
TOLEDO, OH 43604

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1423710

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

SUMMIT ACADEMY SECONDARY SCHOOL - CANTON

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

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

200332303238



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

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 17th day of November,
A.D. 2003.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

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

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

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

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)

Filing Fee \$125.00

2003 NOV 17 AM 10:48

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

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

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

FIRST: Name of Corporation Summit Academy Secondary School - Canton

SECOND: Location Canton Stark
(City) (County)

Effective Date (Optional) _____ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.
(mm/dd/yyyy)

Check here if additional provisions are attached

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

THIRD: Purpose for which corporation is formed

See Attached

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

N/A

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(No. of Shares)	(Type)	(Par Value)

(Refer to instructions if needed)

Completing the information in this section is optional		N/A
FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.		

(Name)		

(Street)	<i>NOTE: P.O. Box Addresses are NOT acceptable.</i>	

(City)	_____ (State)	_____ (Zip Code)

(Name)		

(Street)	<i>NOTE: P.O. Box Addresses are NOT acceptable.</i>	

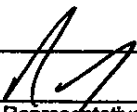
(City)	_____ (State)	_____ (Zip Code)

(Name)		

(Street)	<i>NOTE: P.O. Box Addresses are NOT acceptable.</i>	

(City)	_____ (State)	_____ (Zip Code)

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



 Authorized Representative
 Patrick J. Downey
 (print name)

 6/14/03
 Date

 Authorized Representative

 (print name)

 Date

 Authorized Representative

 (print name)

 Date

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

ORIGINAL APPOINTMENT OF STATUTORY AGENT

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

Amy J. Borman, Esq.
(Name)
c/o Eastman & Smith, Ltd., One SeaGate, 24th Floor
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**
Toledo, Ohio 43604
(City) (Zip Code)

Must be authenticated by an authorized representative


Authorized Representative

11/14/07
Date

Authorized Representative

Date

Authorized Representative

Date

ACCEPTANCE OF APPOINTMENT

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

Signature: Amy J. Borman, Esq.
(Statutory Agent)

ARTICLES OF INCORPORATION
FOR
SUMMIT ACADEMY SECONDARY SCHOOL - CANTON

(Additional Provisions)

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

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

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



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/06/2007	200718602362	CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00	.00	.00	.00	.00

Receipt

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

ROTH BIERMAN LLP
5196 RICHMOND ROAD
BEDFORD HTS, OH 44146

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1423710

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

SUMMIT ACADEMY SECONDARY SCHOOL - CANTON

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

Document(s)

CERTIFICATE OF CONTINUED EXISTENCE

Document No(s):

200718602362



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

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 3rd day of July, A.D.
2007.

Ohio Secretary of State



Prescribed by:

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

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

Expedite this Form: (Select One)	
Mail Form to one of the following:	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input checked="" type="radio"/> No	PO Box 788 Columbus, OH 43216

CONTINUED EXISTENCE OF NON-PROFIT CORPORATION

(For Nonprofit Domestic or Foreign)
 Filing Fee \$25.00

THE UNDERSIGNED DESIRING TO FILE A:
(CHECK ONLY ONE (1) BOX)

(1) <input checked="" type="checkbox"/> Statement of Continued Existence (163-CCE)	(2) <input type="checkbox"/> Verification of Foreign Nonprofit (173-FCE) <i>The corporation is still actively engaged in exercising its corporate privileges in Ohio</i>
--	---

DO HEREBY STATE THE FOLLOWING:

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

Name of Entity	SUMMIT ACADEMY SECONDARY SCHOOL- CANTON		
Charter or License No. of Entity	1423710		

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

Principal Location	Canton <small>(City)</small>	Stark <small>(County)</small>	
Date of Incorporation	11/17/2003		

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

Date Qualified in Ohio	_____ <small>(Date)</small>		
Incorporated in the State of	_____		
Principal Location NOT in Ohio	_____ <small>(Street)</small>		
	_____ <small>(City)</small>	_____ <small>(County)</small>	_____ <small>(State)</small>
			_____ <small>(Zip Code)</small>
Principal Location in Ohio	_____ <small>(Street)</small>		
	_____ <small>(City)</small>	_____ <small>(County)</small>	Ohio <small>(State)</small>
			_____ <small>(Zip Code)</small>

RECEIVED
 SECRETARY OF STATE
 2007 JUL -3 AM 11:22
 CLIENT SERVICE CENTER

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

Has your principal location or Business Address Changed Since Last Filing? Yes No

If yes, an amendment (form no. 565) must be filed with an additional fee of \$50.00

Name and Address of Current Agent (if applicable)

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(County)

Ohio

(State)

(Zip Code)

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

Name and Address of Current Agent

R&B Statutory Agent Corporation

(Name)

(Agent must sign Acceptance of Appointment if there is a different agent on record)

5196 Richmond Road

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Bedford Hts.

(City)

Cuyahoga

(County)

Ohio

(State)

44146

(Zip Code)

ACCEPTANCE OF APPOINTMENT

The Undersigned R&B Statutory Agent Corporation, by Vincent E. Fisher, its Vice President, named herein as the Statutory agent for, SUMMIT ACADEMY SECONDARY SCHOOL - CANTON, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature:

(Statutory Agent)

REQUIRED

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



Authorized Representative

6-28-07

Date



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/12/2009	200913102664	DOMESTIC AGENT SUBSEQUENT APPOINTMENT (AGS)	25.00	.00	.00	.00	.00

Receipt

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

SUMMIT ACADEMY MANAGEMENT
1111 W MARKET ST
AKRON, OH 44313

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1423710

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

SUMMIT ACADEMY SECONDARY SCHOOL - CANTON

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

Document(s)

DOMESTIC AGENT SUBSEQUENT APPOINTMENT

Document No(s):

200913102664



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

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 11th day of May, A.D.
2009.

Ohio Secretary of State



Form 521 Prescribed by the:
Ohio Secretary of State

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

www.sos.state.oh.us
Busserv@sos.state.oh.us

Expedite this form: (select one)
Mail form to one of the following:

Expedite PO Box 1390
Columbus, OH 43216
*** Requires an additional fee of \$100 ***

Non Expedite PO Box 788
Columbus, OH 43216

STATUTORY AGENT UPDATE

Filing Fee: \$25

(CHECK ONLY ONE (1) BOX)

<p>(1) Subsequent Appointment of Agent</p> <p><input checked="" type="checkbox"/> Corp (165-AGS) <input type="checkbox"/> LP (165-AGS) <input type="checkbox"/> LLC (171-LSA)</p>	<p>(2) Change of Address of an Agent</p> <p><input type="checkbox"/> Corp (145-AGA) <input type="checkbox"/> LP (145-AGA) <input type="checkbox"/> LLC (144-LAD)</p>	<p>(3) Resignation of Agent</p> <p><input type="checkbox"/> Corp (155-AGR) <input type="checkbox"/> LP (155-AGR) <input type="checkbox"/> LLC (153-LAG) <input type="checkbox"/> Partnership (155-AGR)</p>
--	---	---

Name of Entity SUMMIT ACADEMY SECONDARY SCHOOL - CANTON

Charter, License or Registration No. 1423710

Name of Current Agent R&B Statutory Agent Corporation

Address of Current Agent 5196 Richmond Road

Mailing Address

Bedford Hts. Ohio 44146

City State Zip Code

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

Name and Address of New Agent

Gerald P. Idolzapfel
Name of Agent

175 Montrose West Avenue
Mailing Address

Copley Ohio 44321

City State Zip Code

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

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, Gerald P. Holzappel, named herein as the
Name of Agent

Statutory agent for, SUMMIT ACADEMY SECONDARY SCHOOL - CAN., hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature: Gerald P. Holzappel
Statutory Agent

If the agent is an individual using a P.O. Box, the agent must check this box to confirm that the agent is an Ohio resident.

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

New Address of Agent

Mailing Address

City

Ohio
State

Zip Code

If the agent is an individual using a P.O. Box, check this box to confirm that the agent is an Ohio resident.

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

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

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

Mailing Address

City

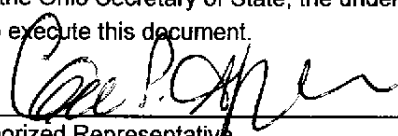
Ohio
State

Zip Code

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

REQUIRED

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



Authorized Representative

Date 4/20/09

GERALD P. HOLZAPPEL

Print Name Treasurer

Authorized Representative

Date

Print Name



DATE: 07/24/2013	DOCUMENT ID 201320401054	DESCRIPTION DOMESTIC AGENT SUBSEQUENT APPOINTMENT (AGS)	FILING 25.00	EXPED .00	PENALTY	CERT .00	COPY .00
---------------------	-----------------------------	---	-----------------	--------------	---------	-------------	-------------

Receipt

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

SUMMIT ACADEMY
2791 MOGADORE RD
AKRON, OH 44312

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

1423710

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
SUMMIT ACADEMY SECONDARY SCHOOL - CANTON
and, that said business records show the filing and recording of:

Document(s)
DOMESTIC AGENT SUBSEQUENT APPOINTMENT

Document No(s):
201320401054

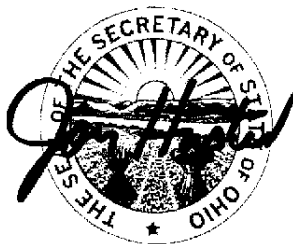
Effective Date: 07/22/2013



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

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 24th day of July, A.D.
2013.

Ohio Secretary of State



Form 521 Prescribed by:
JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 788
Columbus, OH 43216

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216

Statutory Agent Update Filing Fee: \$25

(CHECK ONLY ONE(1) BOX)

(1) Subsequent Appointment of Agent

- Corp (165-AGS)
- LP (165-AGS)
- LLC (171-LSA)
- Business Trust (171-LSA)
- Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

- Corp (145-AGA)
- LP (145-AGA)
- LLC (144-LAD)
- Business Trust (144-LAD)
- Real Estate Investment Trust (144-LAD)

(3) Resignation of Agent

- Corp (155-AGR)
- LP (155-AGR)
- LLC (153-LAG)
- Partnership (153-AGR)
- Business Trust (153-LAG)
- Real Estate Investment Trust (153-LAG)

Name of Entity

Charter, License or Registration No.

Name of Current Agent

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

Name and Address of New Agent

Name of Agent

Mailing Address

City

State

Zip Code

2013 JUL 22 PM 2:58

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

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, , named herein as the
Name of Agent

statutory agent for , hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature:
Individual Agent's Signature/Signature on behalf of Corporate Agent

If an agent is an individual using a P.O. Box, the agent must check this box to confirm that the agent is an Ohio resident.

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

New Address of Agent
Mailing Address

City State Zip Code

If an agent is an individual using a P.O. Box, the agent must check this box to confirm that the agent is an Ohio resident.

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

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

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

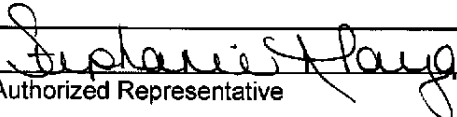
Mailing Address

City State Zip Code

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

Required

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


Authorized Representative

By (if applicable)

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

Stephanie Ataya, CFO/Treasurer
Print Name

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

Authorized Representative

By (if applicable)

Print Name



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/30/2016	201608903242	SUBSEQUENT AGENT APPOINTMENT (AGS)	25.00	0.00	0.00	0.00	0.00

Receipt

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

SUMMIT ACADEMY SECONDARY SCHOOL
 AMBER SHAEFFER
 2791 MOGADORE ROAD
 AKRON, OH 44312

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

1423710

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

SUMMIT ACADEMY SECONDARY SCHOOL - CANTON

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

Document(s)

SUBSEQUENT AGENT APPOINTMENT

Effective Date: 03/28/2016

Document No(s):

201608903242



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

Witness my hand and the seal of the
 Secretary of State at Columbus, Ohio this
 30th day of March, A.D. 2016.

Jon Husted

Ohio Secretary of State



Form 521 Prescribed by:

JON HUSTED
OHIO SECRETARY OF STATE

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

Central Ohio: (614) 466-3910

www.OhioSecretaryofState.gov

busserv@OhioSecretaryofState.gov

File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 788
Columbus, OH 43216

Expedite Filing (Two business day processing time.
Requires an additional \$100.00)

P.O. Box 1390
Columbus, OH 43216

2016 MAR 28 AM 8:37

Statutory Agent Update Filing Fee: \$25

(CHECK ONLY ONE(1) BOX)

(1) Subsequent Appointment of Agent

- Corp (165-AGS)
- LP (165-AGS)
- LLC (171-LSA)
- Business Trust (171-LSA)
- Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

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- Real Estate Investment Trust (153-LAG)

Name of Entity

Charter, License or Registration No.

Name of Current Agent

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

Name and Address of New Agent

Name of Agent

Mailing Address

City

State

Zip Code

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

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, , named herein as the
Name of Agent

statutory agent for , hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

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

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

New Address of Agent
Mailing Address

City State Zip Code

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

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

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

Mailing Address

City State Zip Code

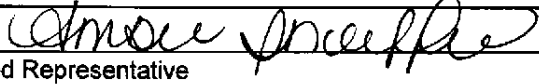
By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.


Required

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


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

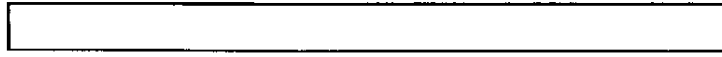
If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

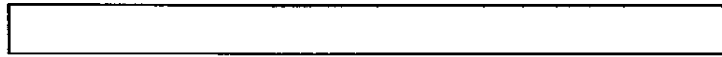

Authorized Representative


By (if applicable)

Amber Shaeffer
Print Name


Authorized Representative


By (if applicable)


Print Name

Summit Academy Secondary School - Canton
BOARD of DIRECTORS
Minutes of May 7, 2018

DIRECTORS PRESENT: Tiffany Biedenbach; Rachael Murphy; Derrick Wyman; Karol Beltich; Jackie Trainor

DIRECTORS ABSENT: Jennifer Rainey

ADMINISTRATIVE SUPPORT:
Deb Skul, Chief Academic Officer
Karen Combs, Board Secretary
Amber Shaeffer, Treasurer

GUESTS: Sign in Sheet attached; Deanna Shamp; ESC of Lake Erie West

The meeting was called to order at 5:00 p.m.

Approval of Meeting Agenda

ACTION: Motion was made and seconded to approve the meeting agenda. Motion carried by unanimous vote of directors present.

Approval of Meeting Minutes from March 5, 2018.

ACTION: Motion was made and seconded to approve the minutes from March 5, 2018. Motion carried by unanimous vote of directors present.

Approval/Adoptions of the following:

ACTION: Motion was made and seconded to approve by resolution the: Cost Principles and Financial Management for use with federal funds. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to re-approve by resolution the revised Attendance and Truancy Policy (revised). Motion carried by unanimous vote of Directors present.

ACTION: Motion was made and seconded to re-approve by resolution the Missing and absent children (revised). Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to re-approve by resolution the Revised Emergency Preparedness and evacuation. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to re-approve by resolution the revised School Management Plan. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve the resolution, to review and approve the Parent and Family engagement in Title 1 services.

ACTION: Motion was made and seconded to approve the adoption of the ODE special Education policies and procedures (see attached). Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve the Contract with The ESC of Lake Erie West (granting Karen Combs permission to make ancillary Changes as requested by the ESC of Lake Erie West). Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve the 2018/2019 School Board revised Code of Regulations. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve Tiffany Biedenbach as the president for the 2018/2019 School year. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve the vice-president Jennifer Rainey for the 2018/2019. School year. Motion carried by unanimous vote of directors present.

Treasurer's Report – Amber Shaeffer presented the Statement of Financial Position of February and March 2018. A copy of the reports, as well as the bank statement reconciliations will be filed with the minutes.

ACTION: Motion was made and seconded to approve the Treasurer's report for the months of February and March 2018 as presented. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve the updated 5 year forecast. Motion carried by unanimous vote of directors present.

Reports:

School Director's Report – Attached

Subcommittee Report: None

Ambassador Program Committee Report / Fundraising ; Derrick Wyman

Summit Academy Management Report– A report was given by Deb Skul, and Karen Combs. See attached report. Discussion on Dash Boards and strategic planning goals, New Education Model, restructuring of school staff.

Esc of Lake Erie Comments – Deanna Shamp

Financial Review: areas reviewed for the recent report include the following:

- Financial summary
- Year to date actual vs budget forecast
- Any invoices 60 days past due
- FTE Enrollment report
- Monthly separated grants reporting
- Bank Statement
- Bank Reconciliation
- Check Register

Results: no flags, compliant – Please see attached for both schools

Site Visits: the following areas addressed in April/May for compliance are as follows:

- Assessment update tracking student progress
- Monitoring OIP process
- Progress of TBT's
- Academic Corrective Action Plan
- LPDC update – PD plan goals; track progress
- Staff training for state testing
- Student file review

Results: fully compliant no noted areas of improvement at this time for either school

GA Update – April 2018:

- Understanding Ohio's Sunshine Laws: The Open Meetings Act
- Yellow Book is released by Attorney General DeWine
- Senate Bill 34 - school is not to start until after Labor Day unless otherwise approved for an earlier start
- Senate Bill 82 – calls are required to be made to the homes of students within the first two hours of school when absent

GA Update – May 2018

- New report Card Indicator – Chronic Absenteeism
Ohio has selected as a measure of school quality or student success
Research supports student attendance impacts academic performance
- Defined as: missing 18 or more days in a school year
Ohio data statewide (see attached) 15-16 school year shows
15.8% of students met that definition by 2025-26, schools may have no more than 5% to meet the indicator
- **Goal is to decrease chronic absenteeism 1% each year until 2025-26 school year statewide where 95% of all students are attending school regularly**
- **Effective this school year, 2017-18, this indicator will contribute to the indicators Met measure within the achievement component of the LRC**
- Schools will be deemed to meet the indicator if either
 - 1, Meets the benchmark outlined in the table (attached)

OR

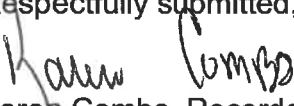
 2. Meets an improvement standard by 3 percentage points from one year to the next
- **To ensure that schools do NOT suspend/expel truant students for chronic absenteeism, a review may be conducted of each school's suspension and expulsion data. Schools that would otherwise meet the indicator but show significant increases in suspension/expulsion rates with "truancy" noted as the reason for discipline, would have their "met" status demoted to "not met."**
- See link in the update document for more information about this change

Other Business: The board reviewed the Conflict of Interest Policy and signed their forms. Board ,The Board Goals for 2017/2018 were discussed and completed. The board Goals for the 2018/2019 will be discussed in July.

Public Comment: None

Motion was made and seconded to adjourn the meeting.

Respectfully submitted,


Karen Combs, Recorder

Approved,


Tiffany Biedenbach, President

REVISED
AMENDED AND RESTATED CODE OF REGULATIONS
OF
SUMMIT ACADEMY SECONDARY SCHOOL - CANTON

Adopted: May 9, 2018

ARTICLE I
PURPOSE

Section 1. **Purpose.** The Summit Academy Secondary School - Canton (the "Corporation") is organized for charitable and educational purposes as a public benefit corporation to operate as a public school in the State of Ohio, as further provided in the Corporation's Articles of Incorporation (the "Articles").

ARTICLE II
DIRECTORS

Section 1. **Directors as Members.** There shall be no members of the Corporation. The Directors shall, for purposes of any statute or rule of law relating to Ohio non-profit corporations, act as the members of the Corporation, and shall have all the rights and privileges of members as permitted under the Ohio Non-Profit Statute, Chapter 1702 of the Ohio Revised Code (as amended), to the extent necessary for the proper operation of the Corporation. The procedures governing the actions of the Directors set forth in this Amended and Restated Code of Regulations (the "Regulations") and the Ohio Non-Profit Statute, Chapter 1702 of the Ohio Revised Code (as amended), shall apply to all actions taken by the Directors when acting as the Corporation's members.

Section 2. **Number.** The number of Directors of the Corporation shall be at least five (5) and no more than fifteen (15), or such greater number as may be subsequently determined by the Directors.

Section 3. **Term.** Each Director will serve a three-year term, which expires on June 30th of the third year following the year of their election, and which may be renewed as many times as such Director is elected. Each Director shall hold office until that Director's term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. The Directors of the Corporation as of the date of adoption of these Regulations is set forth on the attached **Exhibit A**. Notwithstanding anything in these Regulations to the contrary, the Directors listed on the attached **Exhibit A** will serve initial terms of three (3) years, two (2) years, or one (1) year, beginning on the date of adoption of these Regulations (as set forth in the attached **Exhibit A**), in order to create staggered terms. A Director elected to fill a vacancy created by resignation, removal, death of a Director shall complete the unexpired term of that Director and serve until his or her successor is elected unless he/she earlier resigns, dies, or is removed. A Director elected to fill a vacancy resulting from an increase in the number of Directors shall serve for an initial term that is determined by the Board of Directors.

Section 4. **Qualifications and Role of Directors.** The Directors shall be, in their capacity as Directors, the Governing Board of a public community school in Ohio. The Directors shall have a strong interest in the welfare of the Corporation and in education. Each Director should be willing and able to attend all meetings, both regular and special, and also be willing to accept special

assignments and serve on committees.

Section 5. Election of Directors. Candidates for Director shall be nominated by the Board of Directors or a committee thereof. The Board of Directors shall elect Directors to fill the vacancies created by the expiration of the Directors' terms of Office at the annual meeting of the Board of Directors or, if not held, at the next scheduled regular meeting or a special meeting called for that purpose. Directors shall cumulate their votes when voting to fill more than one vacancy on the Board of Directors. The Board of Directors shall fill any vacancy in the Board of Directors resulting from an increase in the number of Directors or the resignation, removal, or death of Director as soon as is practicable at a regularly scheduled or special meeting of the Board of Directors. The remaining Directors, though less than a majority of the whole authorized number of Directors, may, by a vote of the majority of their number, fill any vacancy in the Board for the unexpired term.

Section 6. Meetings. The annual meeting of the Directors shall be held at such time, date, and place as a majority of the Directors may determine. The Board of Directors may, by resolution, provide for regularly scheduled meetings of the Board. Special meetings may be called at any time by the President or by any two (2) Directors. Provided however, for so long as the Corporation is operating as a public Ohio community school, meetings relating in any way to the business or operation of the public school must be open to the public and publicized or advertised as required by law. Notwithstanding anything to the contrary in this Code, no group of Directors which consist of a majority of the Board of Directors, including committees of Directors, shall meet in a prearranged manner to discuss public school business, without proper notice to the public of a regular or special meeting.

The rules contained in the current edition of Robert's Rules of Order Newly Revised, shall govern the applicable procedure at meetings, as long as such rules are not inconsistent with these Regulations, Ohio law, or any special rules the Board of Directors may adopt.

Section 7. Quorum and Voting. The physical presence of a simple majority of the total number of Directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. A vote of a simple majority of the Directors physically present at a meeting at which a quorum is present shall be required to effectuate action on all matters within the powers of the Board of Directors unless otherwise provided by law or herein. The Directors must be physically present at a meeting in order to be counted as part of a quorum and to vote. In the event the Corporation is no longer operating a public Ohio community school, or, in the event Ohio law ever allows the following procedure for open meetings, then the Directors shall for purposes of this section be deemed present and able to vote at such meeting if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can communicate with each other at the same time.

Section 8. Notice and Waiver. Unless waived, notice of each annual or special meeting communicating the day, hour and place, and the purpose or purposes thereof shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days nor less than three (3) days before any such meeting.

Any notice required to be given by these Regulations, shall be in writing and shall be delivered personally or sent by telegram, telecopy, or electronic mail transmission, or by United States mail, express mail, or courier service, with postage or fees prepaid. For any notice sent by

personal delivery, telegram, telecopy, or electronic mail, notice shall be deemed to be given when delivered or transmitted. For any notice sent by United States mail, or courier service, notice shall be deemed to be given when delivered or deposited in the mail or with the courier service. Notice, if sent by United States mail, express mail, courier service, or telegram shall be sent to the address of the person listed in the records of the Corporation. Notice, if sent by telecopy or electronic mail, shall be sent to the number/address furnished by the person for such transmissions.

Notice of the time and place of any meeting of the Board of Directors may be waived by telegram, telecopy, electronic mail transmission, or other writing, either before or after such meeting has been held. The attendance of any Director at a meeting without protesting, prior to or at the commencement of the meeting, shall waive notice or lack of proper notice of that meeting. However, once a charter contract is executed and the corporation is a public school, nothing in this Section 8 shall alter the duty of the Corporation to provide proper notice of meetings to the public.

Section 9. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee. Such a written consent may be signed by facsimile signatures which shall be construed as originals, and/or on separate but identical documents which shall be construed as one original. Provided however, if the Corporation is operating as a public school pursuant to a fully executed charter contract, all action must be taken at open and public meetings and action by written consent shall not be allowed.

Section 10. Committees of Directors. The Board of Directors may create a committee or committees as the Directors may determine, the members of which committee or committees shall consist of not less than one (1) Director. A simple majority of the members of any such committee shall constitute a quorum, and the act of a simple majority of the votes cast at a meeting at which a quorum is present shall be the act of the committee. In every instance, however, the final action on all committee business shall be in the nature only of recommendations to the Board of Directors. Notwithstanding anything to the contrary in this Section 10 however, once the Corporation has a fully executed charter contract and becomes a public school, no committee nor any group of Directors, which consist of a majority of the Board of Directors, shall meet in a prearranged manner to discuss school business, without proper notice to the public of a regular or special meeting, and, only the votes of the Board of Directors shall be valid and binding.

Section 11. Other Advisory Councils. The Board of Directors may, at its discretion, also consider recommendations of associations, supporting organizations or advisory councils which are not part of the Board of Directors, such as those of parents or other groups.

Section 12. Removal of Directors. Any Director may be removed, with or without cause, at any time.

Section 13. Resignations and Vacancies. Any Director may resign by tendering a written resignation to the Board of Directors. The resignation shall be effective upon receipt of the resignation by an officer of the Board or, if later, upon the date specified by the Director in his/her resignation. Vacancies in the Board of Directors shall be filled in accordance with Section 5 of this Article II.

Section 14. Powers of Directors. The policies of the Corporation shall be directed by the Board of Directors in accordance with the law. Subject to the provisions of Ohio law in general, the Ohio Nonprofit Corporation Law, the Articles, and these Regulations of the Corporation, the Board of Directors shall do and perform every act and thing whatsoever which it shall deem necessary, expedient or advisable to carry out the purposes of the Corporation.

Section 15. Honorary Directors. Any individual, whether an emeritus Director or not, who has provided extraordinary service to the Corporation over a period of time, may be honored with the title "Honorary Director" at the discretion of the Board. Honorary Directors are elected for life, are not voting members of the Board and are permitted but not required to attend meetings. The title of an Honorary Director may be revoked by a vote of the Board of Directors in accordance with Section 12 of this Article.

Section 16. Summit Academy Management. Under the terms of the Code of Regulations and other governing documents for Summit Academy Management, an Ohio non-profit corporation ("SAM"), the Corporation, along with the other Summit Academy Schools serving as members of SAM, has the right to appoint certain individuals to serve as members of the Board of Directors of SAM. In connection with any such appointment, the Board of Directors may, by resolution, authorize and appoint one (1) or more Directors or officers of the Corporation to vote or otherwise act on behalf of the Corporation with respect to the appointment of members of the SAM Board by the Corporation and the other Summit Academy Schools serving as members of SAM. Any such authorization and appointment may be revoked at any time by resolution of the Board of Directors of the Corporation.

ARTICLE III OFFICERS

Section 1. Number, Title and Election. The officers of the Corporation shall consist of a President, Vice President, Secretary, and Treasurer and may include such other officers and assistant officers as the Board of Directors shall deem advisable, each of whom shall be elected by the Board at the annual meeting of the Board. Officers shall hold office for a term of one year, or until their successors are elected and qualified, except in the event of their earlier death, resignation or removal. All officers shall be elected from the Board of Directors of the Corporation, except the Treasurer and Secretary, who may or may not be Directors.

Section 2. Vacancies. A vacancy in any office because of death, resignation or removal of an officer shall be filled by the Board of Directors for the unexpired term of such office.

Section 3. Resignation or Removal of Officers. An officer of the Corporation may resign at any time by tendering his or her resignation in writing to the Board of Directors and such resignation may become effective immediately upon its delivery to the Board. An officer of the Corporation may be removed at any time, with or without cause, by the Board of Directors. The election or appointment of an officer for a term of office shall not be deemed to create contract rights.

Section 4. President. The President shall preside at all meetings of the Board and shall coordinate the activities directed by the Board of Directors and shall oversee the actions of the Corporation subject to the policies and goals established by the Board of Directors.

Section 5. Vice President. The Vice President shall perform the duties of the President when the President is absent, and all other duties as may be assigned by the Board of Directors or the President.

Section 6. Secretary. The Secretary shall be responsible for providing notice of meetings to the Board of Directors where notice is required, and to the public for the matters concerning the public school, and shall keep or approve a record of the proceedings of the Board of Directors, and shall perform other duties as may be required by the Board of Directors or the President. The Board of Directors may contract with a third party to carry out part or all of the Secretary's duties, pursuant to a vote of the Board of Directors.

Section 7. Treasurer. The Treasurer shall act as, or in conjunction with, the fiscal officer or fiscal agent of the Corporation and shall have custody of the cash, securities, and other assets of the Corporation. The Treasurer shall receive contributions, bequests, revenues, and other assets to which the Corporation is entitled and disburse funds as directed by the Board of Directors. The Treasurer shall maintain or approve appropriate books of account and supporting records and shall prepare or approve and file all returns and related reports required by federal and state statutes and regulations and shall perform other duties as may be required by the Board of Directors or the President. However, notwithstanding the fact that the Corporation has named a person to serve as its Treasurer, the Board of Directors may contract with a third party to provide for part or all of the Treasurer's responsibilities, subject to a vote of the Board of Directors. The Board may require a bond in any amount, at its discretion or as directed by law, and the cost of the bond or bonds shall be paid for by the Corporation.

ARTICLE IV

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

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

ARTICLE V

CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

To the greatest extent allowed by Ohio law and, while operating as a public Ohio community school specifically subject to the limitations and restrictions imposed on public officers, any contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any entity of which one or more of this Corporation's Directors are interested,

whether such Director is a member of the Governing Board of the school or not, shall be valid for all purposes, notwithstanding the presence of such Director at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors nevertheless, authorize, approve or ratify such contract or transaction by a vote of a majority of the Directors present. Unless Ohio law otherwise prohibits or permits, the interested Director may be counted in determining whether a quorum is present, but may not be counted in voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Article shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE VI BOOK AND RECORDS

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

ARTICLE VII AMENDMENTS

These Regulations may be amended by a majority of all of the Board of Directors.

ARTICLE VIII AMENDMENTS

In order to effectuate provision 2.5 of the Contract with the Sponsor the Governing Board of Directors will allow the Sponsor to appoint (non sponsor related) Directors, if the sponsor deems necessary.

Exhibit A

Directors

Director	Term
Rachel Murphy	2 years
Tiffany Biedenbach	1 year
Derrick Wyman	3 years
Karol Beltich	2 years
Jacqueline Trainor	1 year
Jennifer Rainey	3 years



Summit Academy

2791 Mogadore Rd.
Akron, Ohio 44312



330-670-8470



summitacademies.org



Summit Academy Secondary School – Canton

IRN: 000300

EIN: 73-1685361



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Date: JAN 26 2007

Summit Academy Secondary School - Canton
Gerald P. Holzapel, Treasurer
2400 Cleveland Avenue, NW
Canton, OH 44709

Employer Identification Number:
73-1685361
Person to Contact and ID Number:
Laurice Ghougasian 50-30568
Toll Free Contact Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(1) & 170(b)(1)(A)(ii)
Form 990 Required:
Yes
Effective Date of Exemption:
November 17, 2003
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. **Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.**

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed *Information for Organizations Exempt Under Section 501(c)(3)* for some helpful information about your responsibilities as an exempt organization.

In addition to the requirements set forth on the enclosure under the section entitled "Notify Us On These Matters," should the status of your management company as an exempt organization under section 501(c)(3) change or should you enter into a contract with a new management company, notify our TE/GE Exempt Organizations Determinations Office.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations
Rulings & Agreements

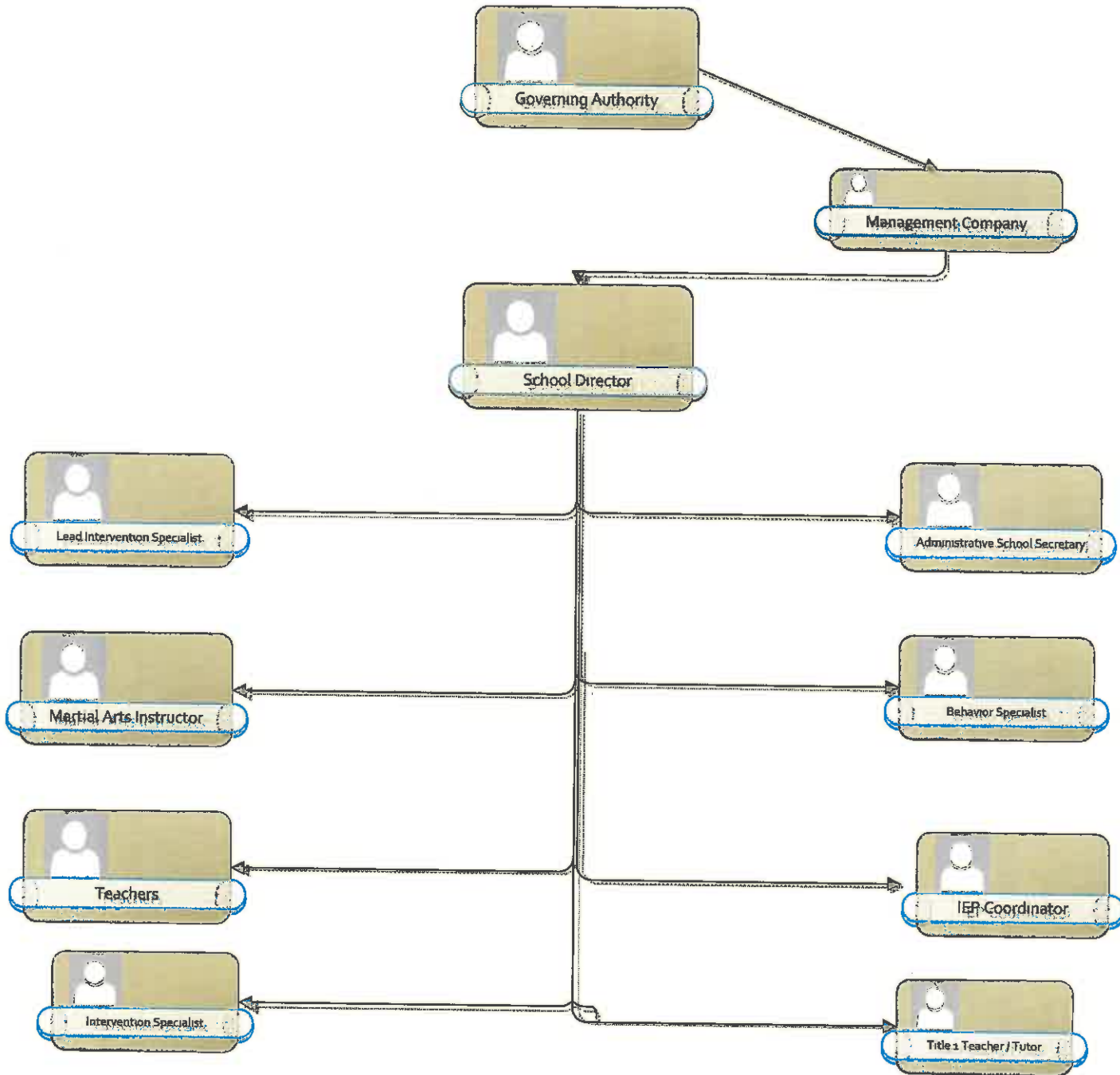
Enclosure: *Information for Organizations Exempt Under Section 501(c)(3)*

POLICY – MISSION STATEMENT – SCHOOLS

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



Summit Academy Schools Organization



ATTACHMENT 2.1
GOVERNING AUTHORITY MEMBERS

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

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

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Tiffany Biedenbach	Tiffany.Biedenbach@sasboards.org
Rachel Murphy	Rachel.Murphy@sasboards.org
Jennifer Rainey	Jennifer.Rainey@sasboards.org
Jacqueline Trainor	Jacqueline.Trainor@sasboards.org
Derrick Wyman	Derrick.Wyman@sasboards.org

ATTACHMENT 3.2 MANAGEMENT BY THIRD PARTY OPERATOR

1. Copy of Fully Executed Operator Contract

NOTE: Check here [_____] if the School is not currently managed by a third party. If the School decides to engage an operator in the future, this will require a contract modification.

Under R.C. 3314.032(A), new or renewed operator contracts entered into on or after February 1, 2016 must include the following:

- Criteria to be used for early termination of the operator contract,
- Required notification procedures and timeline for early termination or non-renewal of the operator contract, and
- A stipulation of which entity owns all community school facilities and property including, but not limited to, equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the governing authority or management company. Any stipulation regarding property ownership must comply with the requirements of R.C. 3314.0210.

MANAGEMENT AGREEMENT

by and between the

Summit Academy Secondary School – CANTON

and

SUMMIT ACADEMY MANAGEMENT

Dated January 9th, 2017

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MANAGEMENT AGREEMENT

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

RECITALS

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

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

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

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

THEREFORE, it is mutually agreed as follows.

ARTICLE I
TERM AND RENEWAL

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

ARTICLE II
CONTRACTING RELATIONSHIP

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

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

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

ARTICLE III

FUNCTIONS OF SAM

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

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

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

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

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

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

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

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

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

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

Operational Services

1. Financial Management

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

2. Compliance Management

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

3. Management of Equipment/Furniture/Property

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

4. Other

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

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

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

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

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

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

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

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

ARTICLE IV

PERSONNEL AND TRAINING

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

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

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

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

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

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

ARTICLE V

OBLIGATIONS OF SUMMIT

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

ARTICLE VI

FINANCIAL ARRANGEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

ADDITIONAL PROGRAMS

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

ARTICLE VIII

TERMINATION OF AGREEMENT WITH CAUSE

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

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

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

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

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

ARTICLE IX

PROPRIETARY INFORMATION

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

ARTICLE X

INDEMNIFICATION

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

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

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

ARTICLE XI

WARRANTIES AND REPRESENTATIONS

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

ARTICLE XII

ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

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

ARTICLE XIII

MISCELLANEOUS

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

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

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

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

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

SUMMIT ACADEMY MANAGEMENT

By: Barbara J Danforth

Print Name: Barbara J Danforth

Title: CEO

Date: January 13, 2017

By: Tiffany R Biedenbach

Print Name: Tiffany R Biedenbach

Title: School Board President

Date: 1-9-17

By: Karen A. Combs

Print Name: Karen A Combs

Title: Director of Compliance

Date: January 9, 2017

ATTACHMENT 4.1

CONFLICT OF INTEREST POLICY

1. School Conflict of Interest Policy

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

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Summit Academy Secondary School-Akron
Rescheduled BOARD of DIRECTORS
Minutes of July 24, 2017

DIRECTORS PRESENT: Chris Bennis; Crystal Bennis; Karol Beltich; David Curtis;
Jacqueline Trainor; Ronald Whitmer

DIRECTORS ABSENT: None

ADMINISTRATIVE SUPPORT:

Barbara Danforth, CEO
Ryan Hough, Chief Human Resources Officer
Amber Shaeffer, Treasurer
Renee Holt, Recorder

GUESTS: Sign in Sheet attached; DeAnna Shamp , Lake Erie West

The meeting was called to order at 6:01p.m.

Approval of Meeting Agenda

ACTION: Motion was made and seconded to approve the meeting agenda. Motion carried by unanimous vote of directors present.

Approval of Meeting Minutes from May 15, 2017.

ACTION: Motion was made and seconded to approve the minutes from May 15, 2017. Motion carried by unanimous vote of directors present.

Approval/Adoptions of the following:

ACTION: Motion was made and seconded to approve the EMIS Designee Deb Webster. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve revised Federal Grants Procurement, Monitoring, and Administration Policy. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve revised Use of Cellular Telephones and Other Wireless Technologies Policy. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve revised Health Examinations and Immunizations Policy with box two checked. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve Children in Foster Care Policy. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve revised Peanut or Other Food Allergies Policy. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve revised Attendance/Truancy/Withdraw Policy. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve revised Student Code of Conduct Policy. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve revised Ethics and Conflicts Policy. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve revised Admissions and Lottery Standards Policy. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve revised Student Assessment and Academic Prevention/Intervention Services Policy. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve revised Calamity Day Make-up Policy. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to table the revised Expulsion and Suspension Policy. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve revised Return to Play Policy. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve revised Care of Students with Diabetes Policy. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve revised Free and Reduced-Price Meals Policy. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve revised Graduation Policy. Motion carried by unanimous vote of directors present.

ACTION: Motion was made and seconded to approve the Deposit Policy. Motion carried by unanimous vote of directors present.

Treasurer's Report – Amber Shaeffer presented the Statement of Financial Position of April 2017 and May 2017. A copy of the reports, as well as the bank reconciliations will be filed with the minutes.

ACTION: Motion was made and seconded to approve the Treasurer's report for the months of April 2017 and May 2017 as presented. Motion carried by unanimous vote of directors present.

Reports:

Subcommittee Report –Chris will send all Board Members David Lang resume as a potential School Board Member.

School Director's Report – None

Ambassador Program Committee Report – Chris discussed the Secondary's graduation and how impressed he was with Ralph, encouraged all Board Members to attend the graduation next year.


School Liaison Report – The Management Company report was given by Barbara Danforth and Ryan Hough.

Other Business:

Comments from the ESC of Lake Erie West- DeAnna discussed the monthly email that is sent by ESC. She stated to make sure you're checking your email for any and all updates. Opening Assurances was a success and all School's passed. The current report card will now come with the students Diagnostic Testing Results.

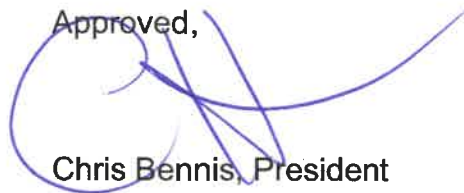
Motion was made and seconded to adjourn the meeting.

Respectfully submitted,



Renee Holt, Secretary

Approved,



Chris Bennis, President

A. General Ethical Behavior. While serving on the Governing Authority, each Director agrees to:

1. Obey the law and follow and implement the School's policies;
2. Not disclose or use, without appropriate authorization, any information acquired in the course of the Director's duties that is privileged or confidential under the law;
3. Not speak or act for the Board unless granted proper authority;
4. Work with the Board to establish, review and revise effective policies;
5. Delegate authority for administration to School administrators/staff;
6. Make every effort to attend all Board meetings;
7. Become informed on issues before the Board and relating to Community Schools and school choice;
8. Debate matters before the Board, but once voted upon, accept and support the Board's decision; and
9. Act ethically and in conformance with the School's mission and goals.

B. Public Officers Ethics and Conflicts Rules – Improper Influence or Use of Authority.

Ohio law requires that all Board members and School officials, including teachers performing or possessing authority to perform administrative/supervisory functions, comply with these laws.

1. Revised Code Section 102.03(D) & (E). A Board member cannot use, or authorize the use of, the authority or influence of his/her office or employment, or solicit or accept anything of value of such character as to manifest a substantial and improper influence upon him/her with respect to his/her duties.
 - a. "Anything of value" includes money and every other thing of value.
 - b. A thing of value has an improper character when it is secured from a party interested in matters before, or doing or seeking business with, the community school, its Board or employees, or where it could impair a Board member's objectivity and independence of judgment regarding his/her official actions and decisions.
 - c. A Board member shall not participate in matters that will benefit parties with whom he or she has a close family, economic, or business relationship.
 - d. **Abstain.** A Board member may avoid a conflict under R.C. 102.03(D) and (E) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures set forth in Part E of this policy when presented with a transaction to which R.C. 102.03(D) or (E) applies.

2. Revised Code Section 2921.42(A)(1). A Board member cannot authorize or employ the influence of his/her office to secure authorization of any public contract in which he/she, a member of his/her family, or any of his/her business associates has an interest.
 - a. A prohibited interest must be direct and definite and may be either pecuniary or fiduciary in nature.
 - b. **Abstain**. A Board member may avoid a conflict under R.C. 2921.42(A)(1) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures of Part D of this policy when considering a situation involving R.C. 2921.42(A)(1).
3. Revised Code Section 2921.42(A)(3). A Board member shall not occupy any position of profit in the prosecution of a public contract which she or the community school board authorized, and which was not let by competitive bidding to the lowest and best bidder while the Board member holds a position on the Board or within one year thereafter.
 - a. A Board member occupies a position of profit in a public contract whenever he/she will receive a fee or compensation that is paid from or is dependent upon the contract, or the Board member will receive some other profit or benefit from the contract.
 - b. **Abstention** will not cure an R.C. 2921.42(A)(3) conflict.
4. Revised Code Section 2921.42(A)(4). A Board member cannot have an interest in the profits or benefits of a public contract entered into by or for the use of the community school.
 - a. A Board member has a prohibited interest in the profits or benefits of a public contract if the Board member would financially benefit from the contract, or the Board member has an ownership or fiduciary interest in the entity that is entering into the contract, unless the exception in R.C. 2921.42(C) applies.
 - b. For the exception to apply pursuant to R.C. 2921.42(C), the subject of the contract must be necessary supplies or services for the community school, and the supplies or services must be unobtainable elsewhere for the same or lower cost, or be furnished to the community school as part of a continuing course of dealing established prior to the Board member becoming associated with the community school, and, treatment of the community school must either be preferential to or the same as that accorded to other customers in a similar transaction. Under the exception, the entire transaction conducted at "arms-length" with the Board's full knowledge of the Board member's interest.
 - c. Abstention will not cure an R.C. 2921.42(A)(4) conflict unless the exception in R.C. 2921.42(C) applies.
5. Revised Code Section 2921.43(A). No public servant may knowingly solicit or accept improper compensation (a) other than as allowed by R.C. 102.03 (G), (H) and (I), to perform their acts, duties or services in their public servant capacity or as a supplement thereof, or, (b) for any additional or greater fees or costs than allowed by law in order to perform their official duties;

6. Revised Code Section 2921.43(B). No public servant shall solicit or accept anything of value for their own personal or business use or for the business or personal use of another public servant or party official, in consideration for (a) appointing, securing, maintaining, or renewing the appointment of any person to public office, employment or agency, or, (b) preferring or maintaining a public employee's compensation, duties, placement, location, promotion or other material aspect of employment. A person is not prohibited from making voluntary contributions.
7. Revised Code 2921.43(C). No person shall coerce any contribution for the benefit of a political party, campaign committee, legislative campaign fund, political action committee or political contributing entity, in consideration for (a) appointing, securing, maintaining or renewing the appointment of any person to any public office, employment or agency, or (b) preferring or maintaining the status of any public employee's compensation, duties, placement, location, promotion or other material aspects of employment. Coercion need not actually cause or prohibit any action from actually occurring. A person is not prohibited from making voluntary contributions.
8. Revised Code Section 2921.44. A fiscal officer shall be disqualified from serving as a public official for four years after being found guilty of dereliction of duty in Ohio and, also prohibited from holding a public office until all restitution or repayment required by a court has been satisfied. Dereliction of duty may include (a) recklessly creating a deficiency, incurring a liability, or expending a greater sum than is appropriated by the general assembly for the use in any one year for the entity to which the public official is connected; or, (b) recklessly failing to perform a duty expressly imposed or forbidden by law with respect to the public servant's office.

C. **Excess Benefit Transaction**. Internal Revenue Code Section 4958 provides for an excise tax that is imposed on a "disqualified person" who enters into an "excess benefit transaction" with the School. The tax may be imposed on members of management who approve the transaction. A transaction is an "excess benefit transaction" if the School pays more than fair market value for goods or services.

1. "Disqualified person" includes:

- a. A person in a position to exercise substantial influence over the affairs of the School at any time during a five year period ending on the date of the transaction;
- b. A member of the family of a person described in a, above;
- c. A corporation or other entity in which persons described in a and b, above, have a 35% or greater voting or ownership interest; and
- d. Any person having a relationship described in a, b, or c above with a company that has contracted to manage the School.

D. **IRC Procedure for Matters Involving Conflicts**. The Board shall follow the following procedures when it is called upon to consider any matter with respect to which an "interested person" has a "financial interest" as those terms are defined below. Please note: the fact that the Board of Directors has followed the procedures set forth below will not enable an "interested person" to avoid the legal prohibitions of R.C. 2921.42(A)(3) and (4) discussed in Parts B.3 and B.4, above.

1. For purposes of these procedures the following words have the following definitions.
 - a. An “interested person” is any Board member, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below.
 - b. A person has a “financial interest” if the person, directly or indirectly, through business, investment, or family has:
 - i. An ownership or investment interest in any entity with which the School has a transaction or arrangement;
 - ii. A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or
 - iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.
 - c. “Compensation” includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
2. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board members and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
3. Determining Whether a Conflict of Interest Exists. A financial interest is not necessarily a conflict of interest. Under this procedure, a person who has a financial interest will have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists. Please note: the situations described in Part B present a conflict of interest. As such, the Board need not determine whether a conflict exists for any situation described in Part B. If the situation is not described in Part B, after disclosure of the financial interest and all material facts, and after any discussion with the interested person that is permitted under these policies, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.
4. Procedures for Addressing the Conflict of Interest.
 - a. Except as otherwise provided in these policies, an interested person may make a presentation at the governing board or committee meeting, but after the presentation permitted under these policies, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

- c. After exercising due diligence, the governing board or committee shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested Board members whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

E. Other Procedures and Record Keeping Requirements.

1. Violations of the Conflicts of Interest Policy.
 - a. If the Board or committee has reasonable cause to believe a member has failed to disclose an actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
2. Documentation. The minutes of the Board and all committees with board- delegated powers shall contain:
 - a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
 - b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.
3. Annual Statements. Each Board member, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
 - a. Received a copy of the conflict of interest policy;
 - b. Read and understands the policy;
 - c. Agreed to comply with the policy;
 - d. Understands the School is charitable and must engage primarily in activities which accomplish one or more of its tax-exempt purposes to maintain its federal tax exemption;

- e. Acknowledges that a voting Board member who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation;
 - f. Acknowledges that a voting committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation; and
 - g. Acknowledges that no voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
4. Periodic Reviews. To ensure the School operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
 - b. Whether partnerships, joint ventures, and arrangements with management companies conform to the School's written policies, are properly recorded, are a reasonable investment or a reasonable payment for goods and services, further its charitable purposes and do not result in inurement, impermissible private benefit, or an excess benefit transaction.
5. Use of Outside Experts. The School may use outside experts in conducting its reviews, but, such use does not relieve the Board's obligation to conduct periodic reviews.
6. Immediate Relatives. An "immediate relative" means the Board member's spouse, children, parents, grandparents, and siblings, as well as in-laws residing in the same household as the Board member.
- a. If the School is not sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall be an owner, employee, or consultant of the School's sponsor or operator, unless at least one year has elapsed since the person's Board membership ceased.
 - b. If the School is sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall (i) be an officer of the Sponsor's governing board, unless at least one year has elapsed since the person's Board membership ceased, or (ii) serve as an employee of or consultant for the department, division, or section of the Sponsor organization that is directly responsible for sponsoring community schools, or have supervisory authority over such a department, division, or section, unless at least one year has elapsed since the person's Board membership ceased.

7. Annual Disclosure Requirement. Each Board member shall annually file a disclosure statement setting forth the names of any immediate relatives or business associates employed, within the previous three (3) years, by (a) the sponsor or operator of the School, (b) a school district or educational service center that has contracted with the School, or (c) a vendor that is or has engaged in business with the School.

Each Governing Authority Director (Board member) shall sign a copy of this Ethics and Conflicts Policy in order to demonstrate his/her commitment to these principles.

Signature and Title

Date

Note: All School officials and employees, including teachers who do perform or who have the authority to perform administrative and supervisory functions, are subject to all Ohio Ethics and Conflicts Laws and should sign the above acknowledgment as well.

Ohio Revised Code Chapter 102, Sections 2921.42, 2921.43, 2921.44 and 3314.02.

Adopted: _____

ATTACHMENT 5.2 FACILITIES PLAN

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

Attachment 5.2 - Facilities Plan

Summit Academy Secondary School- Canton

1. Summit Academy Secondary School- Canton, 2400 Cleveland Avenue, Canton, OH 44709. Serving grades 9-12.
2. This location is a 11,366 square foot, two story building with an occupancy load of 234 people. It has nine classrooms, four offices, one Dojo, one cafeteria, and two sets of restrooms. This location has one main entrance and seven emergency exits.
3. N/A
4. N/A
5. The operator owns the facility.
6. The School does not own or lease the facility. The School cannot become indebted for any debt related to the facility. The School's operator, Summit Academy Management (SAM), provides facilities for the schools as an integral part of the comprehensive educational services SAM furnishes pursuant to the parties' management agreement. The School is not required to lease the facility since the management agreement is grandfathered in and predates the legal requirement.

ATTACHMENT 6.3 EDUCATIONAL PLAN

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

If the School operates as an internet- or computer-based community school, the description must include, at a minimum:

- a. A description of the filtering device or computer software used to protect students from access to materials that are obscene or harmful
- b. A plan indicating the number of times a teacher will visit each student throughout the school year and the manner in which those visits will be conducted
- c. The address of the central base of operation

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

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

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

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

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

Attachment 6.3

Educational Curriculum

1. Curriculum Plan

- a. *Focus, mission, philosophy, goals and objectives of curriculum:* The mission of Summit Academy schools is to build hope, success and well-being through education and advocacy for children with special needs. Our focus is on enabling students with disabilities to find success in the regular curriculum to the greatest extent of their abilities. Our goal is to provide the needed differentiation and support to enable high school students to graduate ready to start their work life or continue their education in the setting of their choice, preparing them to be active, contributing citizens.
- b. *Characteristics of the students expects to attract, including ages and grades of students:* Our student population is typically 70% students with disabilities and 100% economically disadvantaged. The school serves students who are in grades 9-12, ages 13-22.
- c. *Description of curriculum:* Knowing that students with disabilities present with a wide range of strengths and challenges, we have chosen an instructional model of tiered intervention that is based on Ohio's Learning Standards. Relying on the vertical alignment built in the Common Core Standards in Early Learning Assessment (ELA) and Math, teachers are able to assess student's knowledge and fill in the missing skills while moving forward in the curriculum. All students receive specialized instruction in each content area. Students who are successful working at grade-level are given additional in-depth instruction and enrichment activities in those topics. Students who struggle with basic literacy are provided additional support from our Reading Title teacher. Students who have not passed the most recent state assessments in math are provided additional individualized instruction from our Math instructional team. The intervention time is based on student need. Renaissance STAR is used to identify the achievement level of each student and place him or her into appropriate groups for intervention. We deliver most instruction in small, flexible groups based upon frequent assessment of learning to keep students progressing, and to make any needed adjustments or accommodations to the delivery style.

It is easy to lose sight of what is expected from students at each grade level when the majority of students have learning challenges. The Building Leadership Team (BLT) ensures that teachers are providing instruction on concepts tested on Ohio's State Tests for their grade level and that test-taking skills are being taught and reinforced for all students.

Tiered Intervention is the implementation of a process known as Response to Intervention (RTI). RTI is the practice of providing research-based instruction and intervention matched to students' needs, with important educational decisions based on students' levels of performance and learning rates over time. Students are assessed to determine their present level of achievement and then are provided instruction based upon that assessment. Tier I students are those at or above grade level. After assessment and placement in instructional groups, instruction is tailored to fill in the gaps in skills and knowledge for Tiers II and III students. Progress Monitoring assessments are given again to see if the instruction worked. If so, new instruction is planned and if not, another instructional strategy is tried. The process is repeated with the teachers being supported in their instructional decisions by analyzing data in teacher-based team meetings. This process holds teachers accountable for each student's success.

We use a co-teaching model that places two adults in each classroom, which typically has eighteen students per class. This low teacher/student ratio allows for close attention to

individual student needs and accommodations. All students change classes during the course of the day with each class period taught by a Highly Qualified Teacher who groups the students as necessary for differentiation of instruction as needed for successful attainment of the curriculum. We maintain the required ratio of Intervention Specialist to students on IEPs. Our instructional day begins at 8:30 AM and ends at 2:30 PM including a 30-minute lunch break. We are scheduled to be open for 170 days in the 2019 – 2020 school year.

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

- i. Prentice Hall Literature, both the standard and adapted versions are used for grades 9-12. Teachers also use novels books for units of study, and high interest selections, differentiating as needed by students.
 - ii. Pearson's Mathematics – Algebra I, Algebra II, Consumer Math, Trigonometry, and Geometry (both the standard and foundation series that is written at a slightly lower readability) and AGS books in the same subjects. The AGS series is high school content written at the 3rd to 4th grade reading level.
 - iii. Holt United States History, Holt World History, Holt United States Government and our local daily newspaper for Current Events.
 - iv. Holt Physical Science, Holt Biology, Holt Environmental Science and Forensic Science by Johnny Burks, a resource found on Teacher Pay Teacher
 - v. We have a small number of students in this school who have significant intellectual disabilities. We have adopted materials from the Attainment Company which align to the Ohio Content Standards – Extended.
- d. *Instructional delivery methods used:* Our main instructional delivery method is tiered intervention as described above. This is a teacher-led, student-centered face-to-face method with one adult delivering a lesson to a small group, while a second adult focuses on individual needs in a small group setting, with a third group of students working independently using either instructional software or hands-on materials.
- e. *Educational program for each grade served:*
- i. Grade nine students are enrolled in English I, Physical Science, World History, and Physical Education (electives of Art, Art Appreciation, Arts and Crafts)
 - ii. Grade ten students are enrolled in English II, Geometry, Biology, American History, and either Physical Education or Martial Arts (Electives of Art, Art Appreciation, Sculpture Art)
 - iii. Grade eleven students are enrolled in English III, Consumer Math, Government, Financial Literacy, either Physical Education or Martial Arts, a science course, either Biology II, Earth and Space Science or Forensic Science (Electives of Art, Art Appreciation, Photography)
 - iv. Grade twelve students are enrolled in English IV, Trigonometry, and Algebra II, (Electives of Art, Study Skills, Intervention Science, Intervention Social Studies, Capstone, and Journalism)
- f. *Evidence/research of viability of curriculum:* The courses that we offer are aligned to Ohio's Learning Standards and the graduation requirements of the state of Ohio. The materials we have chosen were selected to be appropriate to a spectrum of learners. We will be able to continue meeting the needs of learners with these materials as we supplement them as needed

to address any standards that they miss. We use a variety of consumable and non-consumable materials well as subscriptions to on-line software to keep up with both changing standards and the needs of our students.

- g. *Description of how curriculum aligns with Ohio Content Standards:* Summit Academy teachers have created pacing guides that include the exact standard to be taught each quarter and where the resources for this can be found in our selected textbooks. Additional resources are listed where the textbook is not adequate, associated vocabulary is identified and the corresponding extended standards are named. No one resource will be sufficient to help all of our students access the Ohio Content Standards. The Building Leadership Team uses data from weekly Teacher Based Team meetings and the annual completion of the decision framework to analyze the instructional resources to ensure all content is being supported across all of the levels of achievement that our students represent.

2. **Detailed description of preschool operation:** N/A

3. **Blended Learning Plan, if applicable:** N/A

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

- c. *Classroom-based:* All students receive grade-level instruction aligned with Ohio's Learning Standards. Based on benchmark and diagnostic assessments, many students also receive individual or small group intensive intervention in identified areas of need in reading and math skills. Our teachers vary the format of instruction (whole group, small group, independent work), differentiate and tier instruction according to the needs of students and demands of the content, and provide scaffolding, support and accommodations as appropriate. Our teachers use a wide variety of research-based instructional strategies in order to engage our diverse student population in appropriate, rigorous and relevant learning.

d. *Non-classroom-based, including (if applicable):* N/A

- i. *College Credit Plus-* opportunities are offered. Students have used this option to earn course credit for independent projects when the needed course is not currently offered, and for credit recovery, students can test out of classes by September 15 each year. College Credit Plus is available to all students in grades 7-12. We currently have students enrolled at Stark State.
- ii. *Fieldtrips with academic enhancement component-* We offer field trips when academically appropriate, concentrating on college and career ready opportunities. Teachers offer age and course appropriate field trips, focused on expanding student knowledge and experience with specific academic content and college and career ready learning opportunities.
- iii. *Tutoring-* Title Math services available to all students as needed. Our low student to teacher ratio allows more intensive interventions to help struggling students.
- iv. *Post-Secondary enrollment (See CCP)*
- v. *Career-* All 9-12th grade students use the Ohio Means Jobs website, with the frequency of use and focus on career exploration intensifying in higher grades. Presenters from our community, local business representatives and family members have been invited to share their experience and knowledge with our students. College representatives are also invited in to share the available courses of study for our students. Interested student can meet with the Opportunities for Ohioans with Disabilities to access career services for Americans with disabilities. There is a

variety of vocational training opportunities available through our local city school districts.

- vi. *Learning on contingency days or while a student is suspended/expelled-* Students that are out of school for extended illness/hospitalizations or disciplinary reasons are placed on home instruction at the school or mutually agreed upon, location for at least 5 hours per week with a licensed teacher. Currently we are not planning on the need to use “blizzard bags” for closure due to inclement weather or other emergencies. If the need arises we will revisit the need to submit a plan for “blizzard bags.”
- vii. *Internet or independent study-* Students that are severely credit deficient are given the opportunity to complete credits through independent study.
- viii. *Other-* Extracurricular activities are also offered throughout the school year and are open to all grade levels. These include weightlifting club, Martial Arts Tournaments, Student Council and school dances.

Note: Learning opportunities are classroom-based or non-classroom-based supervised instructional and educational activities that are defined in the school’s contract and are:

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

ATTACHMENT 6.5
RACIAL AND ETHNIC BALANCE

1. Plan to achieve and continue racial and ethnic balance

Racial and Ethnic Balance

Summit Academy commits to a plan by which the school intends to achieve a racial and ethnic balance among its pupils as defined in its enrollment practices. To accomplish the balance in our schools, Summit Academy will regularly distribute announcements to the public through various channels. These channels will include open house events, social media outlets on the internet, flyers distributed in neighboring communities, attendance at community activities, direct mailings to the families of prospective students and visits to both public and private businesses, schools, community centers and civic organizations. Utilizing social media and electronic communications helps ensure that the opportunities offered to the students of Summit Academy are widely circulated. Summit Academy makes use of the internet by providing an school profile on our websites that will give prospective parents and students a better understanding of our schools. The option of on-line applications is also available.

Summit Academy conducts outreach programs that consist of presentations for local social service providers and community organizations. We will continue to collaborate with neighborhood organizations to publicize events in the community through local media.

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

ATTACHMENT 6.7
STUDENT DISCIPLINE AND DISMISSAL POLICIES

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

275.1 Disciplining a 504 Student

Section 504 Manifestation Determination Reviews

A Student on a 504 Plan is to be afforded due process relating to any proposed change in educational placement where the Student is subject either to expulsion or suspension for a period of more than ten consecutive school days or a series of suspensions that are each 10 or fewer school days in duration, but exceed 10 school days in the aggregate and create a pattern of exclusions. In all such cases, except in the case where such suspension or expulsion pertains to the use or possession of illegal drugs or alcohol as detailed below, the School shall follow the procedures outlined in Policy Discipline/Suspension/Expulsion of Disabled Students.

Disciplinary Procedures for Students Possessing or Using Alcohol or Illegal Drugs

The School may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any Student on a 504 Plan who currently is engaging in the illegal use of drugs or in the use of alcohol to the same extent that such disciplinary action is taken against Students without disabilities, in accordance with Policy 273 Expulsion and Suspension Policies. In such a case, the disability due process procedures found in Policy Discipline/Suspension/Expulsion of Disabled Students are inapplicable.

Emergency Removal from Placement

Emergency removal of a 504 student from his/her current placement may take place through parental agreement to an interim placement or through injunctive relief from a court, when the current placement presents a substantial likelihood of resulting in injury to the student or others.

29 USC § 701 et seq. (Section 504 of the Rehabilitation Act of 1973)

See also Policy No. 228 Section 504 of the Rehabilitation Act of 1973.

Positive Behavior Intervention Supports and the Use of Restraint and/or Seclusion

This policy governs the school's use of positive behavior intervention supports, including the use of restraint and seclusion. Any use of emergency safety interventions that does not meet the requirements set forth below is prohibited. The policy shall be made available to parents annually and posted to the school's website. Physical restraint and seclusion shall only occur in accordance with this policy unless there is an immediate risk of harm to a student or others. The school shall only be utilized in a manner that protects the safety of all children and adults.

I. Definitions

The following definitions apply to this policy:

- A. "Aversive behavioral interventions" means an intervention that is intended to induce pain or discomfort to a student for the purpose of eliminating or reducing maladaptive behaviors, including such interventions as application of noxious, painful and/or intrusive stimuli, including any form of noxious, painful or intrusive spray, inhalant or taste.
- B. "Chemical restraint" means a drug or medication used to control a student's behavior or restrict freedom of movement that is not:
 1. Prescribed by a licensed physician, or other qualified health professional acting under the scope of the professional's authority under Ohio law, for the standard treatment of a student's medical or psychiatric condition; and,
 2. Administered as prescribed by the licensed physician or other qualified health professional acting under the scope of the professional's authority under Ohio law.
- C. "Mechanical restraint" means:
 1. Any method of restricting a student's freedom of movement, physical activity, or normal use of the student's body by using an appliance or device manufactured for this purpose; but,
 2. Does not mean a device used by trained school personnel, or used by a student, for the specific and approved therapeutic or safety purpose for which the device was designed and, if applicable, prescribed, including:
 - a. Restraints for medical immobilization;
 - b. Adaptive devices or mechanical supports used to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports; or,
 - c. Vehicle safety restraints when used as intended during the transport of a student in a moving vehicle.
- D. "Parent" means:



1. A biological or adoptive parent;
 2. A guardian generally authorized to act as the child's parent, or authorized to make decisions for the child (but not the state if the child is a ward of the state);
 3. An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare;
 4. A surrogate parent who has been appointed in accordance with paragraph (E) of rule 3301-51-05 of the Administrative Code; or,
 5. Any person identified in a judicial decree or order as the parent of a child or the person with authority to make educational decisions on behalf of a child.
- E. "Physical escort" means the temporary touching or holding of the hand, wrist, arm, shoulder, waist, hip, or back for the purpose of inducing a student to move to a safe location.
- F. "Physical restraint" means the use of physical contact in a way that immobilizes or reduces the ability of an individual to move the individual's arms, legs, body, or head freely. Such term does not include a physical escort, mechanical restraint, or chemical restraint. Physical restraint does not include brief physical contact for the following or similar purposes:
1. To break up a fight;
 2. To knock a weapon away from a student's possession;
 3. To calm or comfort;
 4. To assist a student in completing a task/response if the student does not resist the contact; or,
 5. To prevent an impulsive behavior that threatens the student's immediate safety (e.g. running in front of a car).
- G. "Positive behavior intervention and supports" means
1. A school-wide systematic approach to embed evidence-based practices and data-driven decision making to improve school climate and culture in order to achieve improved academic and social outcomes, and increase learning for all students, and that,
 2. Encompasses a range of systemic and individualized positive strategies to reinforce desired behaviors, diminish reoccurrences of challenging behaviors, and teach appropriate behaviors to students.
- H. "Prone restraint" means physical or mechanical restraint while the individual is in the face-down position for an extended period of time.
- I. "School district" means a local, exempted village, city, joint vocational or cooperative education school district as defined in Chapter 3311. of the Revised Code; an educational service center that operates a school or educational program; a community school as defined in Chapter 3314. of the Revised Code; a science, technology, engineering, and mathematics school as defined in Chapter 3326. of the Revised Code; or a college-preparatory boarding school as defined in Chapter 3328. of the Revised Code. For purposes of this rule, the term does not include schools operated in facilities



under the jurisdiction of the department of rehabilitation and corrections or the department of youth services.

- J. "Seclusion" means the involuntary isolation of a student in a room, enclosure, or space from which the student is prevented from leaving by physical restraint or by a closed door or other physical barrier.
- K. "Student" means a child or adult aged three to twenty-one enrolled in a school district.
- L. "Student personnel" means teacher, principal, counselor, social worker, school resource officer, teacher's aide, psychologist, bus driver, or other school district staff who interact directly with students.
- M. "Timeout" means a behavior intervention in which a student, for a limited and specified time, is separated from the class within the classroom or in a non-locked setting for the purpose of self-regulating and controlling his or her own behavior. In a timeout, the student is not physically restrained or prevented from leaving the area by physical barriers.

II. Creation of Positive Behavioral Intervention and Supports (PBIS)

The school's system of positive behavior intervention and supports is implemented on a school-wide basis and based on the following principles/components:

- A. Every student deserves to be treated with dignity, be free from abuse, and treated as a unique individual with individual needs, strengths, and circumstances;
- B. Education environments shall be structured to greatly reduce, and in most cases eliminate, the need to use restraint or seclusion using a non-aversive effective behavioral system;
- C. The prevention-oriented framework or approach applies to all students, all staff, and all settings;
- D. Components include:
 - 1. Training school staff to identify conditions such as where, under what conditions, with whom and why specific inappropriate behavior may occur;
 - 2. Preventative assessments that include a review of existing data, interviews with parents, family members and students and examination of previous and existing behavioral intervention plans;
 - i. Analysis of the date to develop and implement preventative behavioral interventions and teach appropriate behavior; by modifying environmental factors that escalate the inappropriate behavior, supporting the attainment of appropriate behavior, and using verbal de-escalation to defuse potentially violent dangerous behavior.
 - 3. Supporting students' efforts to manage their own behavior; implementing instructing techniques in how to self-manage behavior, decreasing the development of new problem behaviors; preventing worsening of existing problem behaviors; redesigning learning/teaching environments to eliminate triggers and maintainers of problem behaviors; and,



4. Including family involvement as an integral part of the system.

III. Use of Restraint and Seclusion

- A. The following practices are prohibited under any circumstance:
 1. Prone restraint;
 2. Any form of physical restraint that involves the intentional, knowing, or reckless use of any technique that:
 - a. Involves the use of pinning down a student by placing knees to the torso, head, or neck of the student;
 - b. Uses pressure point, pain compliance, or joint manipulation techniques; or
 - c. Otherwise involves techniques that are used to unnecessarily cause pain.
 3. Corporal punishment;
 4. Child endangerment, as defined in Section 2919.22 of the Revised Code;
 5. Deprivation of basic needs;
 6. Seclusion or restraint of preschool children in violation of paragraph (D) of Section 3301-37-10 of the Administrative Code;
 7. Chemical restraint;
 8. Mechanical restraint (that does not include devices used by trained school personnel, or by a student, for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed);
 9. Aversive behavioral interventions; or,
 10. Seclusion in a locked room or area.
- B. Physical Restraint:
 1. Prone restraint is prohibited;
 2. Physical restraint may only be used if;
 - a. A student's behavior poses an immediate risk of physical harm to the student or others and no other safe or effective intervention is available;
 - b. The physical restraint does not obstruct the student's ability to breathe;
 - c. The physical restraint does not interfere with the student's ability to communicate in the student's primary language or mode of communication; and
 - d. By school personnel who are trained in safe restraint techniques, except in the case of rare and unavoidable emergency situations when trained personnel are not immediately available.
 3. Physical restraint may not be used for punishment or discipline or as a substitute for other less restrictive means of assisting a student in regaining control.
- C. Seclusion:
 1. Seclusion may only be used:
 - a. If a student's behavior poses an immediate risk of physical harm to the student or others and no other safe or effective intervention is available;



- b. As a last resort to provide an opportunity for the student to regain control of his or her actions;
 - c. For the minimum amount of time necessary for the purpose of protecting the student and others from physical harm;
 - d. In a room or area that:
 - i. Is not locked;
 - ii. Does not prevent the student from exiting the area should staff become incapacitated or leave the area; and
 - iii. Provides adequate space, lighting, ventilation, and the ability to observe the student; and
 - e. Under constant supervision by staff who are trained to be able to detect indications of physical or mental distress that require removal and/or immediate medical assistance and who document their observations of the student.
2. Seclusion may not be used for punishment or discipline, for the convenience of staff, or as a substitute for other less restrictive means of assisting a student in regaining control.

IV. Data and Reporting.

Any use of restraint or seclusion shall be immediately reported to the school director and to the parent. Each incident must also be documented in a written report that is made available to the parent within twenty-four hours and that is maintained by the school.

The school shall annually report information regarding its use of restraint and seclusion to the Ohio department of education in the form and manner as prescribed by the department.

V. Complaint Procedures

A parent may present a written complaint to the school director at any time. Upon receiving a complaint, the school director shall respond to the parent in writing within thirty days of receipt. A parent of a child with a disability may choose to file a complaint with the Ohio department of education's office of exceptional children, in accordance with its established complaint procedures.

VI. Training

Student personnel shall receive annual training on the requirement of this policy and Section 3301-35-15 of the Administrative Code regarding the use of restraint and seclusion. The school shall ensure an adequate number of personnel are trained in crisis management and de-



escalation techniques and that the training is kept current. The school shall document each training and keep a list of all participants.



SPECIAL EDUCATION MODEL POLICIES AND PROCEDURES

Adopted on:

Date

By:

District

July 1, 2009

INTRODUCTION

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

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

I. FREE APPROPRIATE PUBLIC EDUCATION (FAPE)

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

A. RESIDENTIAL PLACEMENT

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

B. ASSISTIVE TECHNOLOGY

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

C. EXTENDED SCHOOL YEAR (ESY) SERVICES

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

D. NONACADEMIC SERVICES

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

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

E. PROGRAM OPTIONS AND PHYSICAL EDUCATION

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

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

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

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

F. TRANSPORTATION

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

II. CONFIDENTIALITY

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

A. ACCESS RIGHTS

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

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

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

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

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

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

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

B. AMENDMENT OF RECORDS/HEARING PROCESS

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

(1) HEARING PROCEDURE

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

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

(2) RESULTS OF HEARING

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

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

Any explanation placed in the records of a child are:

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

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

C. PARENTAL CONSENT PRIOR TO DISCLOSURE OF RECORDS

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

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

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

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

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

D. TRANSFER OF RIGHTS AT AGE OF MAJORITY

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

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

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

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

E. DISCIPLINARY INFORMATION AND REPORTS TO LAW ENFORCEMENT

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

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

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

A statement of disciplinary action shall:

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

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

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

F. DESTRUCTION OF RECORDS

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

III. CHILD FIND

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

This includes students who are:

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

A. RESPONSIBILITY FOR DETERMINING ELIGIBILITY

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

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

B. CHILD IDENTIFICATION PROCESS

(1) GENERAL

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

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

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

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

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

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

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

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

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

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

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

(4) COORDINATION WITH OTHER AGENCIES.

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

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

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

C. DATA COLLECTION

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

IV. Procedural Safeguards

A. PRIOR WRITTEN NOTICE

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

(1) CONTENT OF PRIOR WRITTEN NOTICE

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

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

(2) COMMUNICATION OF THE PRIOR WRITTEN NOTICE

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

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

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

B. PROCEDURAL SAFEGUARDS NOTICE

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

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

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

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

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

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

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

C. PARENTAL CONSENT

Consent means that the parents:

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

(1) ACTIONS REQUIRING INFORMED WRITTEN PARENTAL CONSENT

The District obtains written consent from the parents before:

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

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

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

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

(2) CHANGE IN PLACEMENT

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

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

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

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

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

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

(4) INITIAL EVALUATION

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

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

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

(5) REEVALUATION

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

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

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

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

(6) INITIAL PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES

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

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

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

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

(7) REVOCATION OF CONSENT

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

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

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

D. INDEPENDENT EDUCATIONAL EVALUATION

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

(1) INDEPENDENT EDUCATIONAL EVALUATION AT PUBLIC EXPENSE

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

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

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

(2) PARENT INITIATED EVALUATIONS

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

(3) DISTRICT CRITERIA

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

E. CONFLICT RESOLUTION

(1) ADMINISTRATIVE REVIEWS

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

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

(2) MEDIATION

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

(3) IMPARTIAL DUE PROCESS HEARING/RESOLUTION MEETINGS

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

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

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

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

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

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

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

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

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

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

(1) CHILD'S STATUS DURING DUE PROCESS PROCEEDINGS

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

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

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

(2) DISCIPLINARY PROCEEDINGS

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

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

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

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

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

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

(b) Services during removal from current placement

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

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

(c) Manifestation determination

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

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

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

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

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

(d) Special circumstances.

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

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

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

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

(e) Expedited Due Process Hearing

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

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

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

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

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

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

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

H. SURROGATE PARENTS

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

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

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

V. EVALUATION

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

A. INITIAL EVALUATION

1. TIMING AND INITIATION

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

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

The initial evaluation:

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

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

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

2. THE EVALUATION PLAN AND EVALUATION TEAM REPORT

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

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

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

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

3. CONDUCT OF EVALUATION

In conducting the evaluation, the District:

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

The District ensures that:

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

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

B. ELIGIBILITY DETERMINATION AND EVALUATION TEAM REPORT

1. COMPLETION OF THE EVALUATION TEAM REPORT

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

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

The written evaluation team report shall include:

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

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

2. DETERMINATION OF ELIGIBILITY

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

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

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

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

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

C. REEVALUATIONS

The District conducts reevaluations of a child with a disability:

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

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

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

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

D. IDENTIFYING CHILDREN WITH SPECIFIC LEARNING DISABILITIES (SLD)

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

(1) DETERMINING THE EXISTENCE OF A SPECIFIC LEARNING DISABILITY

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

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

AND

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

OR

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

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

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

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

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

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

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

(3) ADDITIONAL REQUIREMENTS FOR SLD DETERMINATION

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

Inclusion of additional required group members for SLD determination

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

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

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

Observation requirements

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

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

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

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

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

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

Obtaining parental consent to evaluate

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

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

Consideration of exclusionary factors

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

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

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

VI. INDIVIDUALIZED EDUCATION PROGRAMS (IEPs)

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

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

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

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

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

A. MEMBERS OF THE IEP TEAM

The IEP team includes:

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

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

B. PARENTAL PARTICIPATION

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

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

A Notice to a Parent Regarding an IEP meeting:

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

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

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

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

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

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

C. CONTENTS OF AN IEP

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

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

- (1) The strengths of the child;

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

Further, the IEP team considers the following special factors:

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

(1) CONTENTS OF EVERY IEP

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

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

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

(2) TRANSITION SERVICES

The District's IEPs address transition services as follows:

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

(3) TRANSFER OF RIGHTS AT AGE OF MAJORITY

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

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

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

D. REVIEW AND AMENDMENT OF AN IEP

The District ensures that the IEP team:

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

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

VII. LEAST RESTRICTIVE ENVIRONMENT (LRE)

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

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

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

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

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

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

VIII. PARENTALLY PLACED NONPUBLIC SCHOOL CHILDREN

A. CHILD FIND

(1) GENERALLY

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

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

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

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

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

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

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

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

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

(2) AUTISM SCHOLARSHIP PROGRAM PARTICIPANTS

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

B. CONSULTATION

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

(1) CHILD FIND

See above requirements.

(2) PROPORTIONATE SHARE OF FUNDS

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

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

(3) CONSULTATION PROCESS

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

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

(4) PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES

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

(5) WRITTEN EXPLANATION BY THE SCHOOL DISTRICT

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

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

C. RIGHTS TO SERVICES

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

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

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

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

D. EQUITABLE SERVICES DETERMINED

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

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

E. EQUITABLE SERVICES PROVIDED

(1) THE SERVICES PLAN

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

(2) PROVISION AND LOCATION OF SERVICES

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

(3) TRANSPORTATION

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

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

F. DUE PROCESS COMPLAINTS AND COMPLAINTS TO ODE

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

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

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

APPENDIX A

When to Provide

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

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

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

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

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

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

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

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

3. Initial referral for a suspected disability

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

4. Initial evaluation

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

5. Eligibility determination

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

6. IEP Meeting

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

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

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

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

7. Reevaluation with assessments conducted

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

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

8. Reevaluation without further assessments conducted

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

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

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

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

9. No reevaluation conducted

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

10. Transfers from out of state and out of district

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

Transfers from out of state

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

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

Transfers from out of district

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

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

11. Change of placement

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

12. Change in the type and amount of services

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

13. Exit from special education

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

14. District refuses services requested by parents

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

15. District proposes/refuses to change disability category

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

16. Releasing personally identifiable information

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

17. Destruction of personally identifiable information

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

18. Transfer of parental rights

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

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

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

20. Disciplinary change in placement

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

21. Revocation of consent (must be in writing)

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

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



Student Code of Conduct and Discipline

It is the mission of Summit Academy to build hope, success, and well-being through education and advocacy for all of our students. In order to achieve these goals, students are expected to conduct themselves in accordance with law, school policies, student code of conduct, and the School's "Full Value Contract". The Full Value Contract sets the following standards:

Safety – I will keep others and myself safe at all times, both physically and emotionally.

Respect – I will value the Summit Academy Code of Conduct. I will not disrespect anyone in the group; but will help to build up others. When I help someone, I am helped.

Full Participation – I will participate in all scheduled activities without complaint, and to the best of my abilities.

Honest Feedback – I will offer honest opinions to others in the group in an affirming (nice) way. I also will accept other's comments to me, as this will help me grow.

Students may face discipline when their conduct does not fall within these standards.

A. Student Code of Conduct

All students are expected to:

- Be prompt and on-time to school and classes;
- Be attentive in classes;
- Fully participate;
- Refrain from disruptive activity, which includes but is not limited to talking at inappropriate times, running, pushing, fighting, inappropriate contact, yelling or other inappropriate behaviors;
- Refrain from lying;
- Refrain from leaving school grounds without permission
- Act courteously to adults and other students, this includes refraining from using obscenities, vulgarities, engaging in verbal abuse, or using obscene or offensive gestures;
- Cooperate and follow the directions of teachers, administrators, staff, and parent volunteers;
- Work cooperatively with others regardless of the other's race, ability, gender, or ethnic



background;

- Complete assignments and homework on-time; and,
- Act at all times in a manner that conforms to the School's Mission and Full Value Contract.

Conduct occurring at school, on school grounds, or at school related events that violates the Student Code of Conduct and/or the School's Full Value Contract may subject the student to disciplinary action including loss of privileges.

B. Student Discipline Code

Each of the behaviors described below are prohibited and may be subject to disciplinary action, including but not limited to suspension, expulsion, removal, or permanent exclusion:

Academic Misconduct

Academic Misconduct is any action or attempted action that may result in an unfair academic advantage for oneself or an academic disadvantage to another student. This includes, but is not limited to, cheating, plagiarism, altering documents, gaining access to materials before they are available, or helping another student to gain an unfair academic advantage.

Bomb Threats or Other False Alarms/Reports

Making a threat to bomb a school building or any premises at which a school sponsored activity is taking place is prohibited. Intentionally giving a false alarm of a fire, or tampering/interfering with a fire alarm is prohibited. False alarms or reports endanger not only the students and staff in the building, but also the safety responders responding to the false alarm/report.

Criminal Acts

An act that is considered a criminal offense if committed by an adult, whether or not it results in an adjudication of delinquency or conviction. Criminal Acts include acts that are considered both misdemeanors and felonies if committed by an adult.

Dress Code

In general, school dress should ensure the welfare, safety, and enhance a positive image of our students and School. Students are expected to practice good personal hygiene and have clean clothing and footwear that meets dress code standards. Any form of dress or grooming that attracts undue attention, distracts from instruction and/or interferes with health and safety will be considered unacceptable and the student will be referred to the School Administrator.



Outerwear (i.e., coats, jackets, gloves, boots, hats) and book or gym bags must be stored in the assigned location during the school day.

Acceptable dress code (Monday-Friday)

- Dress pants – khaki (tan), black, or navy only – Jeans can be worn with special permission only. Summit Academy students should wear pants that are modest.
- Shorts or skirts – khaki (tan), black or navy only – Skirts and shorts must be knee-length.
- Summit Academy uniform shirts – are required and should be tucked in. Each school location will provide information on acquiring uniform shirts.
- Belts – if pants, shorts, or skirts were designed for belts, then belts should be worn.
- Comfortable Shoes – tie, loafer or tennis shoes of any solid color are acceptable. NO platform shoes, high heels/wedges, sandals, open-toed shoes or flip flops. Tennis shoes must be tied at all times. No loose, dragging laces will be permitted. Tennis shoes must be worn in gymnasiums.
- Uniforms are required on all field trips, unless alternative dress is approved by the School Administrator.

Miscellaneous

- NO large earrings, gauges, charms, necklaces at any time.
- NO jewelry is to be worn in body piercings. Clear piercing retainers may be worn if necessary.
- NO jewelry during Martial Arts or Physical Education classes.
- NO hats/head coverings or sunglasses. These items must be removed before entering the building, stored in a book bag, and may be put on after exiting the building.
- NO clothing or footwear that may damage flooring and/or furniture
- NO sleepwear or bathing suits (unless specified for camp, field trip or special day activities) bathing suits must be modest and one piece suits.
- NO see-through or sheer clothing, exceptionally tight or potentially distracting clothing, and spandex or yoga wear.
- NO low-cut necklines
- NO gang-associated attire as determined by the School Administrator.

Drugs and/or Alcohol

Possessing, attempting to possess, using, transmitting, concealing, purchasing or attempting to purchase, selling or being under the influence of any alcoholic beverage, controlled substance, over the counter stimulants or depressants, anabolic steroids, or drug-related paraphernalia.

Electronic Equipment or Misuse of Technology

The School will provide any electronic equipment necessary for a student's participation in the

education program. Students shall not use or possess electronic devices such as cell phones, PDA's, CD players, radios, music players, gaming devices, etc., without approval of the School Director during the school day.

Explosives or Fireworks

Students are prohibited from possession or using explosives or fireworks on school property or at any school related activity, competition, program, or event regardless of where it occurs. Explosives include any compound or mixture, the primary or common purpose of which is to function by explosion, with substantially instantaneous release of gas and heat (including, but not limited to explosives and chemical-reaction objects such as smoke bombs and poppers). Additionally, possessing or offering for sale any substance, combination of substances or article prepared to produce a visible and/or audible effect by combustion, explosion, deflagration or detonation.

Firearms

Students are prohibited from bringing a firearm, or possessing a firearm originally brought by another individual, on school property or at any school related activity, competition, program, or event regardless of where it occurs. A firearm under this policy has the same meaning as provided in the Gun-Free Schools Act, 20 U.S.C. 7151 (incorporating 18 U.S.C. 921a by reference). It means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term includes devices that reasonable resemble a firearm, but does not include an antique firearm that has been rendered inoperable.

Gang Activity

Gang activity includes initiations, hazing, intimidation, harassment or related activities of group affiliations that threaten the safety or well-being of persons or that are disruptive to the school environment. Students shall not wear, carry or display gang paraphernalia or exhibit behavior or make gestures associated with gangs or gang activities.

Intimidation, Harassment, or Bullying

Actions that violate the School's policy on intimidation, harassment or bullying.

Knives:

Students are prohibited from bringing a knife, or possessing a knife originally brought by



another individual, on school property or at any school related activity, competition, program, or event regardless of where it occurs.

A “knife” is defined as any cutting instrument consisting of a sharp blade fastened to a handle, a razor blade or any similar device that is used for, or is readily capable of causing physical harm.

A “knife capable of causing serious bodily injury” is defined as any cutting instrument consisting of a sharp blade, or sharp blade fastened to a handle, razor blade, or similar device that is readily capable of causing any physical harm that:

- Carries a substantial risk of death;
- Involves some permanent incapacity, whether partial or total, or that involved some temporary, substantial incapacity;
- Involves some permanent disfigurement or that involves some temporary, serious disfigurement; or
- Involves acute pain of such duration as to result in substantial suffering or that involves any degree of prolonged or intractable pain.

Knowledge of Dangerous Weapons or Threats of Violence

Students are required to report knowledge of dangerous weapons or threats of violence to a Teacher, Staff Member, or the School Director.

Misconduct against a School Official

Misconduct directed against a school official or employee, or his or her property, regardless of where it occurs is prohibited. Misconduct includes, but is not limited to, harassment, assault (verbal and/or physical), threats, and/or damaging or destruction of property.

Misconduct occurring off School Grounds

Students may be subject to discipline for misconduct even when it occurs off school property owned or controlled by the governing authority when that activity is connected to activities or incidents that occurred on property owned or controlled by the Governing Authority.

Tobacco

Possessing, attempting to possess, using, transmitting, concealing, purchasing, attempting to purchase, or selling of any tobacco product or paraphernalia on school property or at school events. Tobacco product includes e-cigarettes and vapor based nicotine.

Personal Property

Students are prohibited from bringing items such as digital music devices (i-pods, MP3 players, etc.) or pocket video games, etc. to school unless otherwise agreed upon by the school director and/or the IEP Team. Exceptions to this rule may be special occasions whereby the School director or teacher gives permission (i.e. video game day). Parents should receive notice in advance.

No pocketknives, lighters, or weapons of any type are allowed and possession of such items may result in legal prosecution. If the student brings items of this type to school, they will be confiscated—the parent/guardian must come in to retrieve it and further disciplinary action may result.

Weapons – Possession and/or Use

Students are prohibited from possession or using any weapon on school property or at any school related activity, competition, program, or event regardless of where it occurs. A weapon is any device that may be used for offensive or defensive purpose, including but not limited to conventional objects such as guns, pellet guns, knives, or club type implements. It may also include any toy that is presented as a real weapon or reacted to as a real weapon or be any object used to threaten, harm, or harass another person. Possession and/or use of a weapon may subject a student to expulsion and possible permanent exclusion

C. Discipline

Violations of either the Student Code of Conduct or the Student Discipline Code may result in discipline of the student. It is important to note that the rules apply to actions occurring at school, on school grounds, or at any school related activity, competition, program, or event regardless of where it occurs. This also includes anything occurring on school transportation whether or not provided by the School or by the Student's resident school district.

The School shall provide prompt, reasonable discipline consistent with the severity of the incident. Discipline shall be fair and consistent for all students at the School. Because it is not possible to list every type of misbehavior that may occur. Incidents not described above may be addressed as necessary by School staff. School staff may impose either informal or formal discipline as warranted by the violation and all extenuating circumstances. The disciplinary process may include student conferences and/or parent/guardian/custodian conferences.

Informal Discipline includes, but is not limited to:

- Writing assignments;
- Changing of seating or location;



- Before-school or After-school detention;
- In-school discipline; and
- Other lesser forms of discipline determined by the School Director that occur during the school day.

Detentions may be either before or after school. A student and their parent/guardian/custodian will be given at least one day's notice. The student and their parent/guardian/custodian are responsible for transportation.

Formal Discipline includes, but is not limited to:

- Suspension;
- Expulsion,
- Removal, and
- Permanent Exclusion.

These types of formal discipline are covered in the School's policy on Suspension, Expulsion, Removal, and Permanent Exclusion. In addition, any acts that may be criminal will be reported to law enforcement in addition to any discipline imposed by the School.

D. Search and Seizure

Search of a student and his/her possessions may be conducted at any time the student is under the jurisdiction of Summit Academy, provided there is a reasonable suspicion that the student is in violation of law or school rules. A search may also be conducted to protect the safety of others. All searches may be conducted with or without a student's consent. Anything that is found in the course of a search that may be evidence of a violation of school rules or the law and may be taken and held or turned over to the police. The School reserves the right not to return items which have been confiscated. A metal detection device may also be used to ensure safety of all students and will be used in accordance with school policy and corporate safety team guidelines.

Suspension, Expulsion, Removal, and Permanent Exclusion

The Governing Authority believes that keeping students in class is a high priority and that disciplinary actions such as suspension, expulsion or removal should only be used when absolutely necessary. However, the Governing Authority recognizes it may be necessary to suspend, expel, or remove students for misconduct. Therefore, the School's Superintendent or Director may suspend, expel, or remove a student for misconduct according to law, this policy, and other policies of the Governing Authority. In addition to any school discipline, the Governing Authority may approve seeking a student's permanent exclusion by submitting the matter to the State Superintendent of Public Instruction for determination.

I. General

General Provisions:

- A. The School shall not suspend, expel, or remove a student from school solely on the basis of the student's absences from school without legitimate excuse.
- B. A copy of this policy shall be posted in a central location at the School and made available to students upon request.
- C. No student shall be suspended, expelled, or removed except in accordance with this policy and/or other policies of the Governing Authority.
- D. No student shall be permanently excluded except in accordance with Sections 3301.121 and 3313.662 of the Revised Code.
- E. Except as described in Section 3313.668(B) of the Revised Code, any policy, program, or guideline adopted by the Governing Authority with regard to suspensions or expulsions pursuant to Section 3313.66(A) or (B) shall apply to any student, whether or not the student is enrolled at the School, attending or otherwise participating in any curricular program provided at a school operated by the Governing Authority or provided on any other property owned or controlled by the Governing Authority.
- F. The Governing Authority hereby delegates to the Superintendent the authority to establish a program and adopt guidelines under which the Superintendent may require a student, under suspension or expulsion to perform community service in conjunction with, or in place of, a suspension or expulsion, except for an expulsion for a firearm violation. The Superintendent may impose a community service requirement beyond the end of the school year in lieu of applying an expulsion into the next school year.
- G. Suspension, expulsion, removal and/or permanent exclusion may be imposed for misconduct by a student that: occurs off property owned or controlled by the Governing Authority, but that is connected to activities or incidents that have occurred on property



owned or controlled by Governing Authority; and/or, is directed at a School official or employee, or the property of a School official or employee, regardless of where it occurs.

II. Suspension, Expulsion, Removal, Permanent Exclusion

A student may be suspended, expelled, or removed for misconduct described in the Student Code of Conduct and Discipline Policy, unless limited by law, this policy, or other policies of the Governing Authority. The School's Superintendent or Director is authorized to suspend or remove a student and the School's Superintendent is authorized to expel a student and/or refer an expulsion to the Governing Authority to seek a referral to the State Superintendent for permanent exclusion. The types of misconduct specified in the Student Code of Conduct and Discipline Policy are fully incorporated herein as they currently exist or as subsequently amended by the Governing Authority.

A. Suspension

A student may not be suspended for more than 10 school days. A suspension may be either in-school or out-of-school. If at the time an out-of-school suspension is imposed there are fewer than 10 school days left in the school year, the remaining days shall not be applied to the following school year. In the alternative, the Superintendent may require the student to participate in a community service program or another alternate consequence for the number of hours equal to the remaining part of the period of the suspension. The student shall begin the student's community service or alternate consequence during the first full week day of summer break. The School may develop a list of alternative consequences. In the event the student fails to complete community service or an alternative consequence, the Superintendent may determine the next course of action, which shall not include requiring the student to serve the remaining time of the out-of-school suspension at the beginning of the following school year.

1. If the student is serving an in-school suspension, the School Director shall ensure the student serves the suspension in a supervised learning environment.
2. During a suspension, the following parameters apply to completing and grading assignments missed because of a student's suspension:
 - a. The student shall complete any classroom assignment missed because of the suspension and receive at least partial credit for a completed assignment; and
 - b. The student shall receive at least partial credit, within the discretion of the School Director for a completed assignment.
3. Grade reductions are permitted on account of the student's suspension within the discretion of the School Director.



4. No student shall receive a failing grade on a completed assignment solely on account of the student's suspension.

B. Expulsion

Except as otherwise provided in law, this policy, or other policies of the Governing Authority, the Superintendent may expel a student from school for a period not to exceed the greater of eighty school days or the number of school days remaining in the semester or term in which the incident occurs that gives rise to the expulsion, unless the expulsion is extended as provided below. If there are less than eighty school days left in the school year at the time the incident that give rise to the expulsion takes place, the Superintendent may apply any remaining part of all of the period of the expulsion to the following school year.

1. The Superintendent shall expel a student for a period of one year for bringing a firearm to a school operated by the Governing Authority or onto any other property owned or controlled by the Governing Authority, and may expel a student for a period not to exceed one year for bringing a firearm to an interscholastic competition, extracurricular event, or other school program/activity that is not located on School property or property owned/controlled by the Governing Authority. An expulsion under this division shall extend into the school year following the school year in which the incident giving rise to the expulsion takes place. The Superintendent may reduce an expulsion under this division on a case-by-case basis for the following reasons:
 - a. A recommendation from a group of persons knowledgeable of the student's educational needs in accordance with the Individual with Disabilities Education Act;
 - b. The student was unaware or did not understand that he or she was possessing a firearm or that the item is considered a firearm;
 - c. The student brought the item to School as part of an educational activity and did not realize it would be considered a firearm; and/or
 - d. The student may be eligible for participation in an alternative program.
2. The Superintendent may expel a student for a period not to exceed one year for bringing a knife capable of causing serious bodily injury to a school operated by the Governing Authority, onto any other property owned or controlled by the Governing Authority, or to an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the School or in which the School is a participant, or for possessing a firearm or knife capable of serious bodily injury, at a school, on any other property owned or controlled by the Governing Authority, or at an interscholastic competition, an extracurricular event, or any other school program or activity, which firearm or knife was initially brought onto Governing Authority property by another



person. The Superintendent may extend the expulsion, as necessary, into the school year following the school year in which the incident that gives rise to the expulsion takes place.

3. The Superintendent may expel a student from school for a period not to exceed one year for committing an act that is a criminal offense when committed by an adult and that results in serious physical harm to persons as defined in Section 2901.01(A)(5) of the Revised Code or serious physical harm to property as defined in Section 2901.01(A)(6) of the Revised Code while the student is at school, on any other property owned or controlled by the Governing Authority, or at an interscholastic competition, an extracurricular event, or any other school program or activity. Any expulsion under this division shall extend, as necessary, into the school year following the school year in which the incident that gives rise to the expulsion takes place.
4. The Superintendent of schools to expel a student from school for a period not to exceed one year for making a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat. Any expulsion under this division shall extend, as necessary, into the school year following the school year in which the incident that gives rise to the expulsion takes place.
5. For any expulsion authorized by subdivisions (B)(2) – (4), above, the Superintendent may reduce the discretionary one-year expulsion on a case-by-case basis for the following reasons, as applicable:
 - a. A recommendation from the group of persons knowledgeable of the student's educational needs in accordance with the Individual with Disabilities Education Act;
 - b. The student was unaware or did not understand that he or she was committing a prohibited act;
 - c. The student did not understand that a statement could reasonable be considered a bomb threat;
 - d. The student brought the item to School as part of an educational activity and did not realize it was a prohibited item; and/or
 - e. The student may be eligible for participation in an alternative program.
6. The terms “Firearm”, “Knife capable of causing serious bodily injury”, “Serious physical harm to persons”, and “Serious physical harm to property” are defined in the School’s Student Code of Conduct and Discipline Policy.
7. The Superintendent shall initiate expulsion proceedings pursuant to this section with respect to any student who has committed an act warranting expulsion under the Governing Authority’s policy regarding expulsion even if the student has withdrawn



from school for any reason after the incident that gives rise to the hearing but prior to the hearing or decision to impose the expulsion. If, following the hearing, the student would have been expelled for a period of time had the student still been enrolled in the school, the expulsion shall be imposed for the same length of time as on a student who has not withdrawn from the School.

C. Due Process

1. No student shall be issued an out-of-school suspension unless prior to the suspension the Superintendent or Director does both of the following:
 - a. Gives the student written notice of the intention to suspend the student and the reasons for the intended suspension and, if the proposed suspension is based on a violation listed in Section 3313.662(A) of the Revised Code and if the student is sixteen years of age or older, includes in the notice a statement that the Superintendent may seek to permanently exclude the student if the student is convicted of or adjudicated a delinquent child for that violation; and
 - b. Provides the student an opportunity to appear at an informal hearing before the School Director or their designee and challenge the reason for the intended suspension or otherwise to explain the student's actions.

2. No student shall be expelled unless prior to the student's expulsion, the Superintendent does the following:
 - a. Gives the student, the student's parent/guardian/custodian written notice of the intention to expel the student.
 - b. Provides the student, the student's parent/guardian/custodian an opportunity to appear before the Superintendent or their designee to challenge the reasons for the intended expulsion or otherwise explain the student's actions.
 - c. The notice required by this section shall include the reasons for the intended expulsion, notification of the right to appear before the Superintendent or their designee, and notification of the time, date, and place to appear. The time to appear shall not be earlier than three or later than five school days after notice is given, unless the Superintendent grants an extension of time at the request of the student, the student's parent/guardian/custodian, or representative. If an extension is given, the Superintendent shall provide notice of the new time, date, and place to appear. If the proposed expulsion is based upon a violation contained in Section 3313.662(A) of the Revised Code, and if the student was at least 16 years of age, the notice shall include a statement that the Superintendent may seek to permanently exclude the student if the student is convicted or adjudicated a delinquent child for that violation.



3. The Superintendent or Director, within one school day of a student's expulsion or suspension, shall notify in writing the parent/guardian/custodian of the student of the expulsion or suspension. In the case of an expulsion, the Superintendent or School Director, within one school day after the time of a student's expulsion, also shall notify in writing the treasurer of the Governing Authority. Each notice shall include the reasons for the expulsion or suspension, notification of the right of the student or the student's parent/guardian/custodian to appeal the expulsion or suspension to the Governing Authority or to its designee, to be represented in all appeal proceedings, to be granted a hearing before the Governing Authority or its designee in order to be heard against the suspension or expulsion, and to request that the hearing be held in executive session, notification that the expulsion may be subject to extension pursuant this policy if the student is sixteen years of age or older, and notification that the Superintendent may seek the student's permanent exclusion if the suspension or expulsion was based on a violation listed in Section 3313.662(A) of the Revised Code that was committed when the student was sixteen years of age or older and if the student is convicted of or adjudicated a delinquent child for that violation. The notice provided under this division shall specify the manner and date by which the student or the student's parent/guardian/custodian shall notify the Governing Authority of the student's, or the student's parent/guardian/custodian's intent to appeal the expulsion or suspension to the Governing Authority or its designee. If a student is expelled under this policy for more than twenty school days or for any period of time if the expulsion will extend into the following semester or school year, the Superintendent shall in the notice required under this section, provide the student and the student's parent/guardian/custodian with information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitudes and behavior that contributed to the incident that gave rise to the student's expulsion. The information shall include the names, addresses, and phone numbers of appropriate public and private agencies.
4. A student or the student's parent/guardian/custodian may appeal the student's expulsion by the Superintendent or suspension by a Superintendent or School Director to the Governing Authority or to its designee. If the student or the student's parent/guardian/custodian intends to appeal the expulsion or suspension to the Governing Authority or its designee, the student or the student's parent/guardian/custodian shall notify the Governing Authority in the manner and by the date specified in the notice. The student or the student's parent/guardian/custodian may be represented in all appeal proceedings and shall be granted a hearing before the



Governing Authority or its designee in order to be heard against the suspension or expulsion. At the request of the student or of the student's parent/guardian/custodian, or attorney, the Governing Authority or its designee may hold the hearing in executive session but shall act upon the suspension or expulsion only at a public meeting. The Governing Authority, by a majority vote of its full membership or by the action of its designee, may affirm the order of suspension or expulsion, reinstate the student, or otherwise reverse, vacate, or modify the order of suspension or expulsion. The Governing Authority or its designee shall make a verbatim record of appeal hearings held under this section. The decisions of the Governing Authority or its designee may be appealed under Chapter 2506. of the Revised Code.

5. This section shall not be construed to require notice and hearing in the case of normal disciplinary procedures in which a student is removed from a curricular activity for a period of less than one school day and is not subject to suspension or expulsion.

D. Removal

If a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process taking place either within a classroom or elsewhere on the school premises, the Superintendent, School Director, or Assistant School Director may remove a student from curricular activities or from the school premises, and a teacher may remove a student from curricular activities under the teacher's supervision, without the notice and hearing requirements for a suspension or expulsion. As soon as practicable after making such a removal, the teacher shall submit in writing to the School Director the reasons for such removal.

If a student is removed from a curricular activity or from the school premises, written notice of the hearing and of the reason for the removal shall be given to the student as soon as practicable prior to the hearing, which shall be held on the next school day after the initial removal is ordered. The hearing shall be held in accordance with the requirements under the suspension provision above unless it is probable that the student may be subject to expulsion, in which case a hearing in accordance with expulsion provision above shall be held, except that the hearing shall be held on the next school day after the date of the initial removal. The individual who ordered, caused, or requested the removal to be made shall be present at the hearing.

If the Superintendent or School Director reinstates a student in a curricular activity under the teacher's supervision prior to the hearing following a removal under this section, the teacher, upon request, shall be given in writing the reasons for such reinstatement.

E. Special Suspension, Expulsion, and Removal Provisions for Students in Grades Pre-K

through 3

1. Suspension or Expulsion

- a. Except as provided in law, this policy, or other policies of the Governing Authority, the School shall not issue an out-of-school suspension or expulsion for any student in grades Pre-K through 3.
- b. The School may issue an out-of-school suspension or expulsion to a student in any of grades Pre-K through 3 who has engaged in any of the behaviors described in Section 3313.66(B)(2) – (5) of the Revised Code.
- c. The School may issue an out-of-school suspension not to exceed ten days or an expulsion to a student in any of grades Pre-K through 3 who has not engaged in any of the behaviors described in Section 3313.66(B)(2) – (5) of the Revised Code only as necessary to protect the immediate health and safety of the student, the student's fellow classmates, the classroom staff and teachers, or other school employees.
- d. Whenever possible, the School Director shall consult with a mental health professional under contract with the school prior to suspending or expelling a student in any of grades Pre-K through 3. If the events leading up to suspension or expulsion indicate a need for additional mental health services, the student's School Director or the School's mental health professional shall, in any manner that does not result in a financial burden to the School, assist the student's parent or guardian with locating providers or obtaining those services, including referral to an independent mental health professional. Nothing in this division shall be construed to limit the responsibilities of the School with respect to the provision of special education and related services under Chapter 3323. of the Revised Code.
- e. A student in any of grades Pre-K through 3 who is suspended or expelled shall be afforded the same notice and hearing, procedural, and educational opportunities as prescribed for a suspension or expulsion pursuant to Section 3313.66 of the Revised Code.
- f. Nothing in this policy shall be construed to limit the authority of the School to issue an in-school suspension to a student in any of grades Pre-K through 3, provided that the in-school suspension is served in a supervised learning environment in accordance with Sections 3313.66(A)(2) and (K)(2) of the Revised Code.

2. Removal

- a. A student in any of grades Pre-K through 3 may be removed only for the remainder of the school day and shall be permitted to return to curricular and



- extracurricular activities on the school day following the day in which the student was removed.
- b. If a student returns curricular and extracurricular activities on the next school day, the School shall not be required to provide written notice of a hearing and reasons for the removal.
 - c. The School shall not initiate a suspension or expulsion proceeding against a student in any of grades Pre-K through 3 who was removed pursuant to this section unless the student has committed an act described in Section 3313.668(B)(1)(a) or (b) of the Revised Code.

H. Permanent Exclusion

Pursuant to Section 3313.662 of the Revised Code, a student may be permanently excluded by the Superintendent of Public Instruction if the student is convicted of or adjudicated a delinquent child for committing, when age 16 or older, an act that would be considered a criminal offense if committed by an adult and the act is a violation of any of the following sections of the Revised Code or provisions:

1. 2923.122 – Illegal conveyance or possession of a deadly weapon or dangerous ordnance or of object indistinguishable from firearm in a school safety zone.
2. 2923.12 – Carrying concealed weapons, or 2925.03 – Trafficking, Aggravated Trafficking in Drugs, if committed on property owned or controlled by, or at an activity held under the auspices of, the governing authority.
3. 2925.11 – Possession of Controlled Substances, other than what would be a minor drug offense, if committed on property owned or controlled by, or at an activity held under the auspices of, the governing authority.
4. 2903.01 (Aggravated Murder), 2903.02 (Murder), 2903.03 (Voluntary Manslaughter), 293.04 (Involuntary Manslaughter), 2903.11 (Felonious Assault), 2903.12 (Aggravated Assault), 2907.02 (Rape), 2907.05 (Gross Sexual Imposition), 2907.12 (Repealed), if committed on property owned or controlled by, or at an activity held under the auspices of, the governing authority, if the victim at the time of the commission of act was an employee of the governing authority.
5. Complicity in any of the above regardless of whether the act of complicity was committed on property owned or controlled by, or at an activity held under the auspices of the governing authority.

A student may be suspended or expelled prior to permanent exclusion.



Upon obtaining or receiving proof that a Student has been convicted or adjudicated delinquent as provided above, the Superintendent or designee may issue to the Governing Authority a request that the student be permanently excluded from public school attendance if both of the following apply:

1. The Superintendent or the Superintendent's designee determines that the student's continued attendance in school may endanger the health and safety of other students or school employees and gives the student and the student's parent/guardian/custodian written notice that the Superintendent intends to recommend to the Governing Authority that the Governing Authority adopt a resolution requesting the Superintendent of Public Instruction to permanently exclude the student from public school attendance; and
2. The Superintendent or the Superintendent's designee forwards to the Governing Authority the Superintendent's written recommendation that includes the determinations the Superintendent or designee made pursuant to division (C)(1)(a) of this section and a copy of the proof the Superintendent received showing that the student has been convicted of or adjudicated a delinquent child for an applicable violation that was committed when the student was sixteen years of age or older.

The request shall comply with the requirements of Section 3313.662 of the Revised Code, including all relevant documentation or other evidence available. The request shall also include the name of the person who will present the School's case to the State Superintendent of Public Instruction. The Governing Authority, after considering all the evidence, which may include hearing of witnesses, shall take action within fourteen (14) days after receipt of the Superintendent's recommendation.

If the resolution is approved, the Governing Authority shall submit the resolution and all required documentation to the State Superintendent. A copy of the resolution shall be sent to both the student and the student's parent/guardian/custodian.

If the resolution is not approved, the Governing Authority shall notify the Superintendent. The Superintendent shall provide written notification of the Governing Authority's action to both the student and the student's parent/guardian/custodian.

In matters relating to the disciplining of disabled students, the Board shall abide by Federal and State laws regarding suspension and expulsion. The Principal will follow the guidelines below and ensure they are properly used when disciplining any student with a disability.

Removals of Not More Than 10 Days – The 10-Day Rule

The School may unilaterally remove a student with a disability who violates a code of student conduct from the student's current placement for not more than 10 school days. This option may be used only if the disciplinary action is consistent with actions taken against nondisabled students. The School may place students removed under the 10-day rule in an appropriate interim alternative educational setting (“IAES”) if applicable (see below), another setting, or suspend them. Removals under the 10-day rule are not considered a “change of placement” and the School is not obligated to provide services to students during those removals. The School can use the 10-day rule to remove a student for either a single removal of 10 consecutive school days; or a series of shorter-term removals over the course of the school year that are more than 10 consecutive school days during that school year, so long as those removals do not constitute a pattern of removals (and therefore, a change of placement). When a removal is not a change of placement, an IEP meeting is not required. However, if one or more IEP team members believe that modifications are needed to the Student’s behavior plan, the team shall meet to modify the plan and its implementation to the extent the team determines necessary.

Removals of More than 10 Days - Change of Placement

A change of placement occurs if a removal is for more than 10 consecutive school days; or if a student is subjected to a series of removals which accumulate to over 10 school days, that constitute a pattern. If a change of placement occurs (after a MDR (see below)), then the School must notify the parents or guardians of that decision. This notice must inform the parents or guardians of all the procedural safeguards accorded under the law. These safeguards include a manifestation determination review, a right to receive services, and a continuation of services for a free appropriate public education. The School must provide services that:

- enable the student to continue to participate in the general education curriculum (although in another setting); and
- enable the student to progress toward meeting the goals set out in the student’s IEP.

Manifestation Determination Review (“MDR”)

The School will conduct a MDR to examine a student's behavior before imposing disciplinary consequences that would amount to a change of placement. The purpose of the MDR is to determine whether a student's disability caused, influenced or otherwise

impacted the student's behavior in question. To make this determination, the student's IEP team is required to review certain information and determine whether the behavior causing the disciplinary infraction is or is not a manifestation of the student's disability.

The MDR is not required for disciplinary removals that do not constitute a change of placement, that is, less than 10 school days per incident or a series of removals accumulating to more than 10 school days in one school year that do not constitute a pattern.

No later than the date on which the decision to take a disciplinary action which may be a change of placement is made, the School must notify the parents or guardians of that decision and of all procedural safeguards, including the MDR. The School and the parents or guardians must determine which members of the IEP team are relevant to conduct the manifestation determination. The team will review all relevant information in the student's file to determine whether the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability or was the direct result of the School's failure to implement the IEP. If the team determines that either condition is applicable for the student, it must determine that the conduct is a manifestation of the student's disability.

Manifestation - If the team determines that the behavior was a manifestation of the student's disability, the full IEP team must meet the following requirements:

- conduct a functional behavior assessment and implement a behavior intervention plan for the student, unless the School conducted a functional behavior assessment prior to the manifestation determination;
- if the IEP team already developed a behavior intervention plan, it must review and modify the plan as necessary to address the behavior; and
- return the student to the placement from which he or she was removed, 45-day rule exception applies.

No Manifestation – If the team determines that the behavior was NOT a manifestation of the disability, the School may discipline the student using the relevant disciplinary procedures applicable to students without disabilities in the same manner and for the same duration, continuing to provide services to students with disabilities.

If a student's behavior was not a manifestation of the disability, the School will still take steps to attend to the student's behavior. The student must receive, as appropriate, a functional behavior assessment, behavioral intervention services and modifications designed to address the behavior violation in order to attempt to prevent a reoccurrence.

Exceptions to the MDR Requirement – The Unilateral Change in Placement and 45-Day Rule

School personnel may remove a student to an IAES for up to 45 school days, without a prior MDR or IEP meeting, when a student:

- carries or possesses a weapon (a 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 the term does not include a pocket knife with a blade of less than 2 1/2 inches in length);
- knowingly possesses or uses illegal drugs (a controlled substance not legally possessed or used under the supervision of a licensed health care professional, or legally possessed or used under any other authority under the Controlled Substances Act (21 U.S.C. 812) or under any other provision of federal law), or sells or solicits the sale of a controlled substance (a drug or other substance identified under Schedule I, II, III, IV, or V in the Controlled Substances Act); or
- has inflicted serious bodily injury on another person (a cut, abrasion, bruise, burn or disfigurement, physical pain, illness, impairment of the function of a bodily member, organ or mental faculty, or any other injury, no matter how temporary).

This authority can be exercised if a student commits any of the offenses described above at the School, on the School premises or at a School function.

The IEP team will meet subsequent to the unilateral placement in an IAES, and must determine what the permanent setting will be, take steps to modify the student's IEP, as appropriate, provide appropriate behavioral intervention services and modifications designed to address the behavior violation so that it does not recur, and continue to provide the student with educational services to enable him or her to participate in the general education curriculum and to progress toward IEP goals.

The School must still do a MDR, but it can occur after the removal to the 45-day setting. If the conduct is a manifestation of the student's disability, the School must still meet all of the requirements outlined above for the MDR, with the additional exception that the student stay in the alternative placement for 45 school days, regardless of the outcome of the manifestation.

Due Process Complaint

Parents or guardians who disagree with any decision regarding placement or the outcome of an MDR may appeal the decision through the filing of a due process complaint, and may request an expedited due process hearing.

The School may request a hearing to change a student's placement if the School believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. Under those circumstances, the hearing officer may order a change in placement of a student with a disability to an IAES for a period of up to 45 school days if the hearing officer agrees with the School's assessment.

During any due process proceedings, the student's placement, through a disciplinary action, must not change unless the parents/guardians and the School agree otherwise, or upon admissions to the School and parent/guardian consent. The School may change the student's placement when taking disciplinary actions that constitute a change of

placement against students with disabilities, or students who may be eligible for IDEA services.

In the case where a student has been placed in an IAES, the student will remain in the IAES chosen by the School, pending the hearing officer's decision or until the time period expires, whichever occurs first, unless the parent and school agree otherwise. An expedited hearing will be arranged during an IAES appeal and will occur within 20 days of the hearing request, and the hearing officer must make a determination within 10 school days after the hearing.

ATTACHMENT 6.12 ADMISSIONS POLICY

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

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

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SUMMIT ACADEMY SECONDARY SCHOOL - CANTON
Governing Authority Resolution
January 6, 2020

Resolved, Summit Academy Secondary School – Canton (IRN #000300) approves the Attendance, Truancy, and Withdrawal Policy.

Approved by the Board of Directors for Summit Academy Secondary School – Canton.

Signed by:
Its: Board President/ Representative

A handwritten signature in black ink, appearing to read "Jeffrey R. Bidulac MSW FLW". The signature is written over a horizontal line.

Attendance, Truancy and Withdrawal**Policy****I. Attendance**

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

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

- A. Illness;
- B. Personal mental illness such that the student will not benefit from instruction;
- C. Medical or dental appointments;
- D. Illness in the family necessitating the presence of the student;
- E. Death of a relative;
- F. Quarantine;
- G. Observance of religious holidays (consistent with truly held religious beliefs);
- H. Parent's inability to employ help in the family's business or to work on the family's farm at necessary times;
- I. College visits;
- J. Court subpoena;
- K. Due to placement in foster care or change in foster placement, or related court proceedings;
- L. An emergency or set of circumstances which in the judgement of the School Director or designee constitute a good and sufficient cause for the absence; or
- M. If a student is absent from school for the sole purpose of traveling out-of-state to participate in a School-approved enrichment activity or extracurricular activity, the School shall count the absence as an excused absence, up to a maximum of twenty-four hours per school year. The student must complete any classroom assignment



he/she misses due to the absence. If the student will be absent for twenty-four or more consecutive hours that the School is open for instruction, a teacher must accompany the student to provide the student with instructional assistance for the absence to be excused.

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

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

II. Excessive Absences/Intervention Strategies

In an effort to address and reduce the number of student absences, the School has developed this policy and the following procedures in consultation with the judge of the juvenile court of the county in which the School is located, parents/guardians/other persons having care of the School's students, and with appropriate state and local agencies.

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

- A. Procedures. The school shall follow the following procedures when a student is deemed to be excessively absent:
1. The student's parent will be notified of the student's absences in writing within seven days of the triggering absence;
 2. If the student's unexcused absences reach the level of habitual truancy (thirty or more consecutive hours, forty-two or more hours in a school month, or seventy-two hours in a school year), the School Superintendent or School Director shall assign the student to an intervention team within ten days of the triggering unexcused absence.
 3. Within fourteen days, the intervention team shall develop an intervention plan for the student in an effort to reduce or eliminate further absences. Each



plan may vary based on the student's individual needs. The plan shall be provided to the student's parent in writing within seven days of its development.

4. The intervention plan shall provide a notice to the student and their parent that the attendance officer shall file a complaint not later than sixty-one days after the plan's implementation date if the student has refused to participate or failed to make satisfactory progress on the intervention plan or on an Alternative to Adjudication program.
5. As part of the plan, the School may contact the appropriate juvenile court and ask that the student be informally enrolled in an alternative to adjudication program. If the student has been deemed excessively absent for the first time, and had no prior court involvement of any kind, the School shall pursue an Alternative to Adjudication program if one is available.
6. The members of an absence intervention team may vary, but shall include a representative from the School, a representative from the School that knows the child, and the child's parent. The Superintendent or School Director may also appoint a school psychologist, counselor, social worker, or representative from a public or non-profit agency designed to assist students and families in the reduction of absences. Members must be appointed within seven days of the triggering unexcused absence. The School's Superintendent or School Director shall make at least three good faith attempts to secure the participation of the parent. If the parent responds, they shall be informed of their right to appear by designee if they are unable to participate. If attempts to secure the parent's participation fail, the School shall investigate whether the failure to respond triggers mandatory reporting to public children's services agency and instruct the intervention team to develop an intervention plan without the presence of the parent.
7. If the student becomes habitually truant within 21 days prior to the last day of instruction in the school year, the School may assign one school official to work with the student's parent over the summer to develop an intervention plan. If applicable, the intervention plan shall commence no later than seven days prior to the first day of instruction for the subsequent school year. In the alternative, the School may toll the time periods for the summer and reconvene the intervention process upon the first day of instruction the next school year.
8. The School shall report to the Department of Education as soon as possible, in the format if and as prescribed, when any of the following occur:
 - a. A parent is sent a notice that the student is excessively absent;



- b. A parent is sent a notice that the student is habitually truant;
- c. When a child of compulsory school age that has been adjudicated as an unruly child violates the court order pursuant to that adjudication; and
- d. When an absence intervention plan has been developed for a child.

III. Truancy

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

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

IV. Withdrawal

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



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



SUMMIT ACADEMY SECONDARY SCHOOL - CANTON
Governing Authority Resolution
MAY 6, 2019

Resolved, the Governing Authority hereby approves the attached Admissions and Enrollment Policy.

Signed by: _____
Its: Board President/ Representative

Tiffany Biedenbach MSW, LSW

Print Name: _____

Tiffany R Biedenbach, MSW, LSW



Admissions and Enrollment

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

I. Admission

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



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

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



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

II. Enrollment

- A. "Initial Entry" is defined as a student's first day of attendance at the School participating in the School's course of instruction.
- B. At or prior to the time of initial entry, a student is required to present the following documentation to the School, as applicable:
 - 1. Records given to the student by the school the student most recently attended;
 - 2. A certified copy of an order, decree, or modification of an order or decree allocating parental rights and responsibilities for the care of a child and designating a parent as the residential parent of the child and/or legal custodian;
 - 3. A copy of an executed power of attorney or grandparent caretaker authorization affidavit issued pursuant to Sections 3109.51 to 3109.80 of the Revised Code; and



4. A certification of birth issued pursuant to Chapter 3705. of the Revised Code or, a comparable certificate or certification issued pursuant to the statutes of another state, territory, possession, or nation or a document in lieu of a certificate or certification from the list as follows:
 - a. A passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child;
 - b. An attested transcript of the certificate of birth;
 - c. An attested transcript of the certificate of baptism or other religious record showing the date and place of birth of a child;
 - d. An attested transcript of a hospital record showing the date and place of birth of the child; or
 - e. A birth affidavit.
5. Proof of Residency. One document from any one of the following categories shall establish evidence of the location of a student's primary residence:
 - a. A deed, mortgage, lease, current homeowner's or renter's insurance declaration page, or a current real property tax bill;
 - b. A utility bill or receipt of utility installation issued within the most recent ninety days;
 - c. A paycheck or paystub issued to parent or student within the most recent ninety days that includes the address of the parent's or student's primary residence;
 - d. The most current available bank statement issued to the parent or student that includes the address of parent's or student's primary residence;
 - e. Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence pursuant to guidelines issued by the Department of Education; or
 - f. Any type of communication with a government official authorized to provide such information. Pursuant to guidelines issued by the Superintendent of Public Instruction, these documents include the following:
 - A voter registration card;
 - Documented affirmation of address of student's parent(s) from district of residence where parent(s) currently reside;



- Notarized affirmation from parent(s) of current residence address;
- USPS return receipt from certified letter sent to parent(s) by district of residence;
- Written confirmation from the Ohio Department of Jobs and Family Services of current address of the parent(s); or
- Written confirmation from a local law enforcement agency of the current address of the parent(s).

C. Except as otherwise provided in these enrollment procedures:

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

III. Other Situations

A. Definitions:

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

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

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



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

IV. Verification of Residence and Address

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

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



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

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

V. Enrollment and Attendance

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



VI. Distributing Statement

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

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

ATTACHMENT 6.13 ATTENDANCE POLICIES

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

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

ATTACHMENT 6.13 ATTENDANCE POLICIES

1. Attendance and Participation Policies, including any policy or procedures for non-classroom learning opportunities
2. Truancy Policy, including the 72 hour automatic withdrawal procedures for students

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Attendance, Truancy and Withdrawal

Policy

I. Attendance

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

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

- A. Illness;
- B. Personal mental illness such that the student will not benefit from instruction;
- C. Medical or dental appointments;
- D. Illness in the family necessitating the presence of the student;
- E. Death of a relative;
- F. Quarantine;
- G. Observance of religious holidays (consistent with truly held religious beliefs);
- H. Parent's inability to employ help in the family's business or to work on the family's farm at necessary times;
- I. College visits;
- J. Court subpoena;
- K. Due to placement in foster care or change in foster placement, or related court proceedings;
- L. An emergency or set of circumstances which in the judgement of the School Director or designee constitute a good and sufficient cause for the absence; or
- M. If a student is absent from school for the sole purpose of traveling out-of-state to participate in a School-approved enrichment activity or extracurricular activity, the School shall count the absence as an excused absence, up to a maximum of twenty-four hours per school year. The student must complete any classroom assignment



he/she misses due to the absence. If the student will be absent for twenty-four or more consecutive hours that the School is open for instruction, a teacher must accompany the student to provide the student with instructional assistance for the absence to be excused.

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

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

II. Excessive Absences/Intervention Strategies

In an effort to address and reduce the number of student absences, the School has developed this policy and the following procedures in consultation with the judge of the juvenile court of the county in which the School is located, parents/guardians/other persons having care of the School's students, and with appropriate state and local agencies.

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

- A. Procedures. The school shall follow the following procedures when a student is deemed to be excessively absent:
1. The student's parent will be notified of the student's absences in writing within seven days of the triggering absence;
 2. If the student's unexcused absences reach the level of habitual truancy (thirty or more consecutive hours, forty-two or more hours in a school month, or seventy-two hours in a school year), the School Superintendent or School Director shall assign the student to an intervention team within ten days of the triggering unexcused absence.
 3. Within fourteen days, the intervention team shall develop an intervention plan for the student in an effort to reduce or eliminate further absences. Each



plan may vary based on the student's individual needs. The plan shall be provided to the student's parent in writing within seven days of its development.

4. The intervention plan shall provide a notice to the student and their parent that the attendance officer shall file a complaint not later than sixty-one days after the plan's implementation date if the student has refused to participate or failed to make satisfactory progress on the intervention plan or on an Alternative to Adjudication program.
5. As part of the plan, the School may contact the appropriate juvenile court and ask that the student be informally enrolled in an alternative to adjudication program. If the student has been deemed excessively absent for the first time, and had no prior court involvement of any kind, the School shall pursue an Alternative to Adjudication program if one is available.
6. The members of an absence intervention team may vary, but shall include a representative from the School, a representative from the School that knows the child, and the child's parent. The Superintendent or School Director may also appoint a school psychologist, counselor, social worker, or representative from a public or non-profit agency designed to assist students and families in the reduction of absences. Members must be appointed within seven days of the triggering unexcused absence. The School's Superintendent or School Director shall make at least three good faith attempts to secure the participation of the parent. If the parent responds, they shall be informed of their right to appear by designee if they are unable to participate. If attempts to secure the parent's participation fail, the School shall investigate whether the failure to respond triggers mandatory reporting to public children's services agency and instruct the intervention team to develop an intervention plan without the presence of the parent.
7. If the student becomes habitually truant within 21 days prior to the last day of instruction in the school year, the School may assign one school official to work with the student's parent over the summer to develop an intervention plan. If applicable, the intervention plan shall commence no later than seven days prior to the first day of instruction for the subsequent school year. In the alternative, the School may toll the time periods for the summer and reconvene the intervention process upon the first day of instruction the next school year.
8. The School shall report to the Department of Education as soon as possible, in the format if and as prescribed, when any of the following occur:
 - a. A parent is sent a notice that the student is excessively absent;



- b. A parent is sent a notice that the student is habitually truant;
- c. When a child of compulsory school age that has been adjudicated as an unruly child violates the court order pursuant to that adjudication; and
- d. When an absence intervention plan has been developed for a child.

III. Truancy

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

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

IV. Withdrawal

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



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

ATTACHMENT 8.2
DISMISSAL OF EMPLOYEES

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



April 29, 2019

Employee Dismissal Procedures

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



April 29, 2019

Plan for disposition of employees if this contract is terminated or not renewed

In the occasion that a school closure is eminent for whatever reason, the affected employees will be notified in advance whenever possible. Summit Academy Management will look to determine if there are other opportunities within the company to which the affected employees can be re-deployed or at the very least given the chance to submit their interest via an employment application. If applicable, the affected employees will be notified in writing of their rights to continue health coverage along with the costs and timelines associated with continued coverage.



355 Reduction of Staff

The Principal or Management Company shall make decisions for Staff reduction and report such decisions to the Board.

Appendix 355- A Disposition Of Employee's If School Closed Or A Reduction Of Staff

In the event the school closes or as a result of reduction of staff impacts an employee, referrals to other potential job opportunities in their geographic areas may be made and assistance with meeting employment requirements and potential follow-up, if necessary.

361 General Employee Discipline

The Employer's policies, practices, and procedures will be established, maintained, and enforced by the Employer. SAM must adhere to the School's whistleblower policy in accordance with the Ohio Revised Code Section 4113.52 (See Policy 365) and the proper reporting procedures of employee misconduct to the State of Ohio pursuant to the Ohio Revised Code Section (See Policy 335).

The Employer is authorized to discipline Employees based on the Employer's policies as well as any School Policy.

ATTACHMENT 8.3
EMPLOYEE BENEFITS

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


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

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Human Resources

The Mission of the Human Resources Department is to ensure that all staff members of Summit Academy Management, its board, and school boards are served in a legal, ethical, and professional manner at all times, while supporting Summit Academy's Mission, Full Value Contract, and Core Values. We strive to design, develop, and deliver opportunities to our Team Members that align with our personal commitment to excellence, service, integrity, and quality from hiring to retirement and everything in between the two.

The HR Department looks forward to working with you and serving all your HR needs.

Human Resources - FMLA
 Please contact your Human Resources Department for questions about the Family and Medical Leave Act (FMLA).
 Phone: 330.670.8470 Ext: 6519


Glossary of Summit Academy Management Compensation Terms

SAM – This acronym stands for Summit Academy Management. All employees who work in the schools or in the administration building work for SAM.

Total Compensation – This is the total cash and non-cash payments given to an employee in exchange for the work they do for a business. Compensation is more than an employee's regular paid wages. It also includes many other types of wages and benefits, such as employer-paid portions of medical, dental and vision plan coverage, life insurance, and retirement plans.

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ATTACHMENT 9.2
FISCAL SERVICES AGREEMENT

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

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

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



Summit Academy Secondary School - Canton
2400 Cleveland Avenue Northwest, Canton, OH 44709-3613

GOVERNING AUTHORITY RESOLUTION
May 26, 2020

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

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

Resolved, that the Governing Authority hereby:

1. Pursuant to Section 3314.011(D) of the Revised Code, waives the requirement that the Governing Authority be the party to employ or contract with the Designated Fiscal Officer; and
2. Requests that the School's sponsor approve this resolution for the 2020-2021 school year and provide a copy of it to the Ohio Department of Education.

Signed:

DocuSigned by:

AB0CB95D87A59

Governing Authority President/Representative

ATTACHMENT 9.3 FISCAL LICENSURE

1. Treasurer's License

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

State of Ohio

EMPLOYER COPY

Department of Education

5 Year School Treasurer License

This License Awarded To: **AMBER E. SHAEFFER**
License Number: **OE3193886**

Issue Date: **04/30/2014**

FROM: **07/01/2014 - 06/30/2019**

The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education, is authorized to teach the subject(s) or serve in the area(s) listed below for the period specified.

School Treasurer

ENTERED
5/3/14

Richard A. Ross

Superintendent of Public Instruction

1374531

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

CELESTE GRACE VOLLMER

THIS LICENSE AWARDED TO

OH3348229

10/01/2019

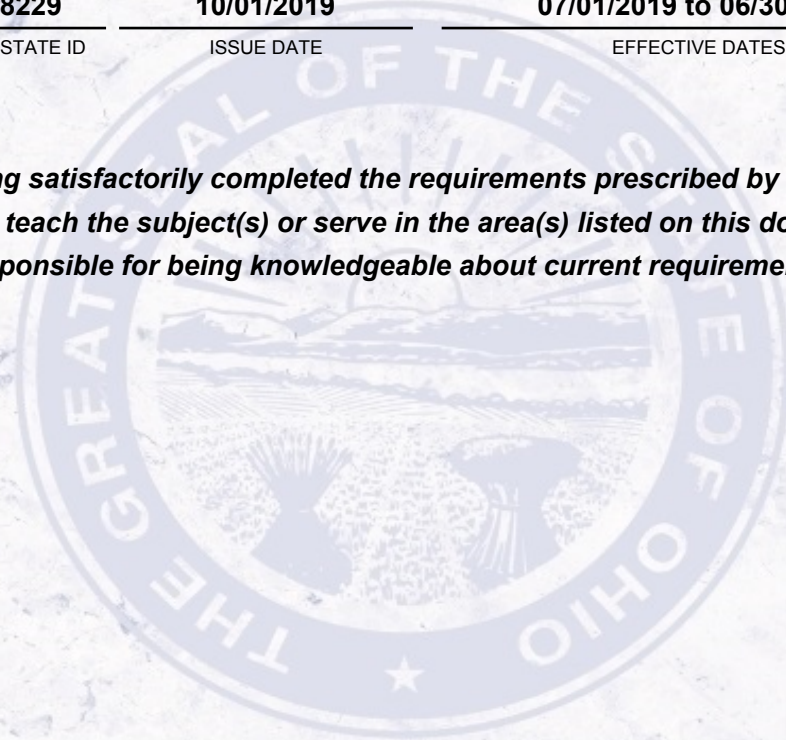
07/01/2019 to 06/30/2024

EDUCATOR STATE ID

ISSUE DATE

EFFECTIVE DATES

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



Paolo DeMauro

Superintendent of Public Instruction

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

Credential # 21787615

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

ATTACHMENT 9.4
FISCAL BOND OR POOLED INSURANCE

1. Treasurer's Bond or Insurance Policy Declaration Page

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

CANSEC

Ohio



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 72262098

That we, Celeste Grace Vollmer, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Ohio, as Surety, are held and firmly bound unto the (1) Summit Academy Secondary School - Canton, in the penal sum of Twenty-Five Thousand and 00/100 DOLLARS (\$ 25,000.00), to the payment of which sum well and truly to be made, we jointly and severally bind ourselves and our legal representatives, firmly by these presents.

Dated this 29th day of April, 2020.

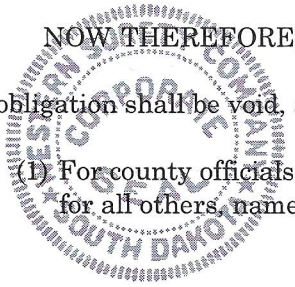
THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the Principal was duly elected appointed to the office of Treasurer in the

Summit Academy Secondary School - Canton of Summit Academy Secondary School - Canton, (City, County, Etc.) (Name of Political Subdivision)

State of Ohio, for the term of 1 year(s), commencing on the 29th day of April, 2020, and until his successor is elected and qualified.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void, and of no effect, otherwise to remain in full force and effect.

(1) For county officials fill in "State of Ohio," for all others, name of political subdivision.



Celeste G. Vollmer Principal

WESTERN SURETY COMPANY
By Paul T. Bruffa Paul T. Bruffa, Vice President

OATH OF OFFICE

STATE OF OHIO }
County of SUMMIT } ss

_____, being duly sworn, says that he will support the Constitution of the United States, and the Constitution of the State of Ohio, and that he will faithfully discharge the duties of his office as TREASURER.

Colleen Vollmer

Principal

4th day of June 2020

Mark A. McDaniel

Sworn to before me and signed in my



MARK A. MCDANIEL
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 14703 RC

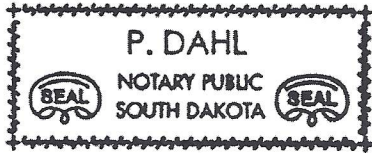
ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 29th day of April, 2020, before me, a Notary Public in and for

said County, personally appeared Paul T. Bruflat, personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY COMPANY of Sioux Falls, South Dakota, a corporation duly organized and existing under the laws of said State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



P. Dahl

Notary Public

My Commission Expires June 18, 2025

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

One TREASURER SUMMIT ACADEMY SECONDARY SCHOOL - CANTON

bond with bond number 72262098

for CELESTE GRACE VOLLMER
as Principal in the penalty amount not to exceed: \$25,000.00

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 29th day of April,
2020.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

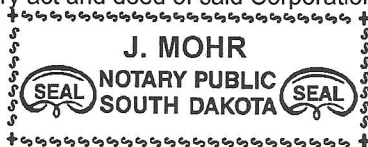
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 29th day of April, 2020, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

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



J Mohr
My Commission Expires June 23, 2021 Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



ATTACHMENT 9.5 FINANCIAL PLAN

1. Estimated school budget for every year of the contract

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

FY17 FIVE YEAR FORECAST- MAY 2017 SUBMISSION

FY17 - May 2017 submission
IRN No. 000298

County: SUMMIT

SUMMIT ACADEMY SECONDARY SCHOOL - AKRON
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended June 30, 2014 through 2016, Actual and
the Fiscal Years Ending June 30, 2017 through 2021, Forecasted

	Actual			Forecasted				
	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021
Operating Receipts								
State Foundation Payments (3110, 3211)	\$1,627,387.00	\$1,187,175.00	\$1,151,707.00	\$1,283,038.00	\$1,295,868.38	\$1,308,827.06	\$1,321,915.33	\$1,335,134.49
Charges for Services (1500)	\$2,036.00	\$750.00	\$851.00	\$300.00	\$303.00	\$306.03	\$309.09	\$312.18
Fees (1600, 1700)	\$6,872.00	\$5,299.00	\$4,736.00	\$4,961.00	\$5,010.61	\$5,060.72	\$5,111.32	\$5,162.44
Other (1830, 1840, 1850, 1860, 1870, 1890)	\$48,657.00	\$56,713.00	\$35,876.00	\$64,331.00	\$64,974.31	\$65,624.05	\$66,280.29	\$66,943.10
Total Operating Receipts	\$1,684,952.00	\$1,249,937.00	\$1,193,170.00	\$1,352,630.00	\$1,366,156.30	\$1,379,817.86	\$1,393,616.04	\$1,407,552.20
Operating Disbursements								
100 Salaries and Wages	\$690,256.00	\$618,586.00	\$665,475.00	\$717,307.95	\$738,827.19	\$746,215.46	\$753,677.61	\$761,214.39
200 Employee Retirement and Insurance Benefits	\$216,587.00	\$159,687.00	\$145,432.00	\$199,318.49	\$251,940.07	\$254,459.47	\$257,004.07	\$259,574.11
400 Purchas Services	\$788,234.00	\$476,474.00	\$402,276.00	\$426,809.57	\$369,077.67	\$375,568.44	\$382,024.13	\$388,544.37
500 Supplies and Materials	\$48,473.00	\$53,814.00	\$52,104.00	\$51,813.11	\$52,849.37	\$53,906.36	\$54,984.49	\$56,084.18
600 Capital Outlay -New	\$46,335.00	\$43,030.00	\$27,928.00	\$8,386.43	\$8,554.16	\$8,725.24	\$8,899.75	\$9,077.74
700 Capital Outlay - Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800 Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Operating Disbursements	\$1,789,885.00	\$1,351,591.00	\$1,293,215.00	\$1,403,635.55	\$1,421,248.46	\$1,438,874.98	\$1,456,590.04	\$1,474,494.78
Excess of Operating Receipts Over (Under)								
Operating Disbursements	-\$104,933.00	-\$101,654.00	-\$100,045.00	-\$51,005.55	-\$55,092.16	-\$59,057.11	-\$62,974.00	-\$66,942.58
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$108,893.00	\$110,104.00	\$106,578.00	\$57,627.00	\$60,508.35	\$63,533.77	\$66,710.46	\$70,045.98
Federal Fiscal Stabilization Funds (SFSF)	0	\$0.00	\$0.00	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
Ed Jobs	xxxxxx	0	\$0.00	\$0.00	xxxxxx	xxxxxx	xxxxxx	xxxxxx
State Grants (3200, except 3211)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Donations (1820)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Income (1400)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Proceeds (1900)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Principal Retirement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest and Fiscal Charges	-\$3,960.00	-\$8,450.00	-\$6,533.00	-\$5,092.91	-\$3,921.54	-\$3,019.59	-\$2,325.08	-\$1,790.31
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Nonoperating Revenues/(Expenses)	\$104,933.00	\$101,654.00	\$100,045.00	\$52,534.09	\$56,586.81	\$60,514.18	\$64,385.37	\$68,255.67

FY17 FIVE YEAR FORECAST- MAY 2017 SUBMISSION

	Actual			Forecasted				
	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$0.00	\$0.00	\$0.00	\$1,528.54	\$1,494.65	\$1,457.07	\$1,411.37	\$1,313.08
Fund Cash Balance Beginning of Fiscal Year	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Cash Balance End of Fiscal Year	\$0.00	\$0.00	\$0.00	\$1,528.54	\$1,494.65	\$1,457.07	\$1,411.37	\$1,313.08

Disclosure Items for State Fiscal Stabilization Funds

Personal Services SFSF	\$0.00	\$0.00	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Employees Retirement/Insurance Benefits SFSF	\$0.00	\$0.00	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Purchased Services SFSF	\$0.00	\$0.00	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Supplies and Materials SFSF	\$0.00	\$0.00	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Capital Outlay SFSF	\$0.00	\$0.00	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Total Expenditures - SDFSF	\$0.00	\$0.00	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx

Assumptions:

ESTIMATED ENROLLMENT FIGURES	71.85	72.57	73.29	74.03	74.77
ESTIMATED PER PUPIL EXPENDITURES	\$ 19,464.75	\$ 19,530.88	\$ 19,590.30	\$ 19,645.03	\$ 19,697.15

FY16 audit is completed and the revenues and expenses have been updated to reflect the financials.

FY14 through FY16 are based upon the audited financial statements.

FY17 revenue and disbursements are based on current spending thru February 2017.

FY17 enrollment is based on February 2017 enrollment.

FY 17 Federal Grants is assumed at a 5% growth is expected onwards due to enrollment and poverty level.

Retirement Benefits estimated at 14%.

Insurance costs expected to increase by 4.2% each year.

Charges for services, fees, other revenue grow with enrollment.

General inflation will be under 3%.

Purchased services include therapists, professional development, transportation, security, cleaning costs, legal fees, sponsor fees, auditing, and administration

Purchased services will be controlled with the management company to ensure profitability through at least FY20.

Assumptions Narrative Summary

Fiscal Year 2020-2024 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	

FY17 and FY18 amounts are taken directly from the audited financial statement.

FY19 amounts are based on year end numbers, however, they do not reflect any year end adjustment for receivable and payables, as the presented for audit statements are not available yet.

FY20 amounts are based on the budget for FY20

State foundation amount is projected based on a budget of 100 students.

Purchased services include salaries and wages, as all employees for the school are employees of the management company.

We expect that enrollment, revenues and expenses will remain flat for the next 5 years, as there are many unknowns at this point.

There are no anticipated capital outlay expenses projected for FY20 or going forward.

The management company for the school is Summit Academy Management

The Treasurer for the school is Amber Shaeffer

ATTACHMENT 10.1 LIABILITY INSURANCE

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Huntington Insurance, Inc. 220 Market Avenue S. Canton, OH 44702 888 576-7900	CONTACT NAME: Shirley Lukas
	PHONE (A/C, No, Ext): 330 430 1305 FAX (A/C, No): 877 489 3998 E-MAIL ADDRESS: shirley.lukas
INSURED Summit Academy Management 2791 Mogadore Road Akron, OH 44312	INSURER(S) AFFORDING COVERAGE
	INSURER A : Cincinnati Insurance Company NAIC # 10677
	INSURER B : STAR INSURANCE COMPANY 18023
	INSURER C : National Union Fire Ins Co Pittsburgh 19445
	INSURER D :
	INSURER E :


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ETD0494203	06/30/2019	06/30/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ETD0494203	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			ETD0494203	06/30/2019	06/30/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCE093508419	07/01/2019	06/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	E&O/Cyber			014915276	06/30/2019	06/30/2020	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**** Workers Comp Information ****
 Excess Work Comp - OHIO Retention - \$450,000

**** Supplemental Name ****
 First Supplemental Name applies to all policies - Summit Academy Management
 (See Attached Descriptions)

CERTIFICATE HOLDER ESC of Lake Erie West 2275 Collingwood Boulevard Toledo, OH 43620	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

DESCRIPTIONS (Continued from Page 1)

Policy# ETD0494203 - : Summit Academy Akron Elementary School
Policy# ETD0494203 - : Summit Academy Secondary School Akron
Policy# ETD0494203 - : Summit Academy Community School for Alternative Learners Canton
Policy# ETD0494203 - : Summit Academy Secondary School Canton
Policy# ETD0494203 - : Summit Academy Community School Cincinnati
Policy# ETD0494203 - : Summit Academy Community School Columbus
Policy# ETD0494203 - : Summit Academy Middle School Columbus
Policy# ETD0494203 - : Summit Academy Community School Dayton
Policy# ETD0494203 - : Summit Academy Transition High School Dayton
Policy# ETD0494203 - : Summit Academy Community School for Alternative Learners Lorain
Policy# ETD0494203 - : Summit Academy Middle School Lorain
Policy# ETD0494203 - : Summit Academy Toledo
Policy# ETD0494203 - : Summit Academy Community School Painesville
Policy# ETD0494203 - : Summit Academy Community School Parma
Policy# ETD0494203 - : Summit Academy Community School for Alternative Learners Middletown
Policy# ETD0494203 - : Summit Academy Secondary School Middletown
Policy# ETD0494203 - : Summit Academy Community School Warren
Policy# ETD0494203 - : Summit Academy School for Alternative Learners Warren Middle & Secondary School
Policy# ETD0494203 - : Summit Academy Youngstown
Policy# ETD0494203 - : Summit Academy Secondary School Youngstown
Policy# ETD0494203 - : Summit Academy Transition High School Cincinnati
Policy# ETD0494203 - : Summit Academy Akron Middle School
Policy# ETD0494203 - : Summit Academy Transition High School Columbus
Policy# ETD0494203 - : Summit Academy School For Alternative Learners Xenia

30 day notice of cancellation (10 days due to non-payment) per attached IA4087 9/17.

Loc# 19 - 2503-2523 Leland Avenue; Akron, OH
Loc# 1 - 1620 Market Avenue S.; Canton, OH
Loc# 2 - 2400 Cleveland Avenue N.W.; Canton, OH
Loc# 14 - 1660 Sternblock Lane; Cincinnati, OH
Loc# 13 - 5800 Salvia Avenue; Cincinnati, OH
Loc# 20 - 2521 Fairwood Avenue, Ste 100 & 200 & 300; Columbus, OH
Loc# 10 - 4128 Cedar Ridge Road; Dayton, OH
Loc# 7 - 2140 E. 36th Street; Lorain, OH
Loc# 15 - 346 Illinois Avenue; Lorain, OH
Loc# 9 - 4700 Central Avenue; Middletown, OH
Loc# 4 - 7 S. Marshall Road; Middletown, OH
Loc# 12 - 268 N. State Street; Painesville, OH
Loc# 3 - 5868 Stumph Road; Parma, OH
Loc# 6 - 2106 Arbor Avenue SE; Warren, OH
Loc# 17 - 1461 Moncrest Drive N.W.; Warren, OH
Loc# 16 - 1694 Pawnee Drive; Xenia, OH
Loc# 23 - 2800 Shady Run Road; Youngstown, OH
Loc# 18 - 464 South Hawkins Avenue #200; Akron, OH
Loc# 24 - 301 Collingwood Blvd.; Toledo, OH
Loc# 30 - 91 Coitsville Hubbard Road; Youngstown, OH
Loc# 32 - 238 South Meridian Road; Youngstown, OH
Loc# 8 - 144 N. Schenley Avenue; Youngstown, OH
Loc# 27 - 615 Churchill Hubbard Road; Youngstown, OH
Loc# 28 - 2685 Armstrong Road; Wooster, OH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION OR NONRENEWAL BY US
NOTIFICATION TO A DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

SCHEDULE

Name and mailing address of person(s) or organization(s):

ESC of Lake Erie West
2275 Collingwood Boulevard
Toledo, OH 43620

Number of days notice (other than nonpayment of premium): 30

- A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

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CERTIFICATE HOLDER MAILING ADDRESS:

ESC of Lake Erie West
2275 Collingwood Boulevard
Toledo, OH 43620

If you would prefer to receive future certificates electronically, please submit your request including email address or fax number to Huntington Insurance, Inc.:

Email: ComInsurance@Huntington.com
Fax: 877-236-2261

Please Reference: Summit Academy Management

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Performance Accountability Framework Attachment 11.6

School Name:	Summit Academy Secondary-Canton
School IRN#:	000300
Building Principal/Director	Lisa Cook
Board President	Tiffany Bidenbach
Start Date of Current Contract	7/01/2020
End Date of Current Contract	6/30/2022
Management Company	Summit Academy Management
School Mission:	Summit Academy Schools build hope, success, and well-being through education and advocacy for children with special needs.

A.01	ACADEMIC PERFORMANCE STANDARD	CHRONIC ABSENTEEISM
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It is important for Ohio’s students to be in class every day ready to learn. Ohio defines chronic absenteeism as missing ten percent or more of the school year for any reason. A child who is not in school is a child who is missing out on his or her education. Beginning in 2018, the Chronic Absenteeism Improvement Indicator was included in the Academic Performance measures. Schools meeting this goal will have achieved one of the measures indicated below:

1. Meeting or exceeding the annual Ohio goal (10.4 percent or lower for 2020-2021);

OR

2. Meeting an improvement standard relative to the starting point of each school or district. Technical documentation for Chronic Absenteeism from ODE requires the following calculations be used:

- If your current chronic absenteeism rate is between 12.6% - 36.7%, your goal will indicate a 1.1% improvement;
- If your current chronic absenteeism rate is between 36.6% - 99% your goal will indicate a 3% improvement

	2018-2019	2019-2020	2020 - 2021
GOAL	NA	19.5%	18.4%
ACTUAL	20.6%		
RATING			

EXPLANATION OF GOAL/ STRATEGIES TO MEET THIS GOAL

EXPLANATION OF GOAL	Chronic absenteeism will improve by a minimum of 1.1%. We believe that this goal is attainable, based on past trend data and the success that we have been having with our student attendance.
STRATEGIES USED TO DECREASE CHRONIC ABSENTEEISM	-School will provide education to all families about attendance policy and importance of being at school and following attendance policies to ensure student success. -School will communicate with families through letters, newsletter- at risk students will be notified through letters home and parent phone calls to encourage attendance. -Attendance team will meet with students and their families to discuss any attendance issues to search for solutions to truancy

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:

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A.02	ACADEMIC PERFORMANCE STANDARD	PERFORMANCE INDEX
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The Achievement component of the report card represents the number of students who passed the state tests and how well they performed on them. The Performance Index measures the achievement of every student, not just whether or not he or she reaches “proficient.” Districts and schools receive points for every student’s level of achievement. The higher the student’s level, the more points the school earns toward its index. This rewards schools and districts that improve the performance of highest- and lowest-performing students.

Goals set for this standard must address number of points earned out of 120. In the “Explanation...” box you will include the numeric increase. In the “Strategies...” box list the strategies you will use in order to move students scoring at the Limited, Basic, Proficient, Accelerated or Advanced levels on any/all of Ohio’s State Tests.

	2018-2019	2019-2020	2020-2021
GOAL	PI%=45.0% Reduce basic/limited number of students in ELA 1 and ELA 2 from 17-18 to 18-19 LRC	PI pts. 50 out of 120	PI pts. 50 out of 120
ACTUAL	51.8 of 120 PI%=43.1%		
RATING			

EXPLANATION OF GOAL/STRATEGIES TO MEET THIS GOAL

EXPLANATION OF GOAL		Adv+	Adv	Accel	Prof	Basic	Limited	Untested	PI Pts	PI %
	FY 18	0	3.5	7.1	9.4	22.4	56.5	1.2	51.8	43.1%
	FY 19	0	0	5.0	9.5	22.3	56.6	1.0	50	43.2%
	FY 20	0	0	5.0	9.6	22.2	56.7	0.0	50	43.3%
	<p style="text-align: center;">The above chart demonstrates how the distribution of scores will increase by eliminating all untested students and increasing small percentages of students from basic to limited and limited to proficient. Based on past growth that we have been able to achieve, we feel that this goal, though incremental, is realistic and attainable for us.</p>									
STRATEGIES USED TO DECREASE CHRONIC ABSENTEEISM	<ul style="list-style-type: none"> -TBT meetings, weekly classroom walkthroughs by admin team members, and lesson plan evaluations to ensure proper instruction is taking place. - “STAR time” built into daily student schedules to allow students the ability to work on individualized assignments to help them improve low achievement areas. -Intervention accommodations incorporated into differentiated daily lessons and provided in tiered learning groups 									

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:

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A.03	ACADEMIC PERFORMANCE STANDARD		INDICATORS MET																					
<p>The Achievement component of the report card represents the number of students who passed the state tests and how well they performed on them.</p> <p>The Indicators Met measure represents student performance on state tests. They are based on a series of up to 26 state tests that measure the percent of students proficient or higher in a grade and subject. Schools and districts also are evaluated on the gifted indicator, giving them up to 27 possible indicators.</p> <p>Goals set for this standard must address the numeric increase of indicators met. In the "Explanation..." box you will include the numeric increase. If the numeric measure increases by +2 or less, the % of growth in either math or ELA must also be indicated and described. In the "Strategies..." box you will list the strategies you plan to use in order to move students scoring at the Limited, Basic, Proficient, Accelerated or Advanced levels on any/all of Ohio's State Tests.</p>																								
	2018-2019	2019-2020	2020-2021																					
GOAL	1 indicator met for 18-19: ELA 1 and 2 passage rates will increase from 17-18 to 18-19	1 indicator met OR 2% growth in ELA	1 indicator met OR 2% growth in ELA																					
ACTUAL	2 indicators met for 18-19; ELA 1 and 2 passage rates increased from 17-18 to 18-19																							
RATING																								
EXPLANATION OF GOAL/STRATEGIES TO REACH THIS GOAL																								
EXPLANATION OF GOAL	<p>We have not met our student test performance indicators for percentage of students testing proficient on state tests. While our students have shown progress in ELA 1 and ELA 2, their percentage of increase is not reflected on state tests. Our goals are to show student progress in ELA 1 and ELA 2 by targeting literacy across the curriculum.</p> <table border="1" data-bbox="534 1167 1523 1297"> <thead> <tr> <th></th> <th>FY17</th> <th>FY18</th> <th>FY19</th> <th>FY20</th> </tr> </thead> <tbody> <tr> <td>ELA I</td> <td>37.5</td> <td>18.8</td> <td>20.3</td> <td>20.7</td> </tr> <tr> <td>ELA II</td> <td>40.0</td> <td>28.6</td> <td>29.6</td> <td>30.2</td> </tr> <tr> <td>Overall</td> <td>38.75</td> <td>23.7</td> <td>24.9</td> <td>25.4</td> </tr> </tbody> </table> <p>Our scores are improving from year to year in both ELA 1 and ELA 2, but we still score below state expectations. Our student population is comprised of greater than 50% of our students who are at least 2 grade levels below state expectations for their typical peer groups. Their progress is measured more accurately on state recognized SLOs and Renaissance STAR assessments. Our goal is to increase student growth by a minimum of 2% in ELA.</p>					FY17	FY18	FY19	FY20	ELA I	37.5	18.8	20.3	20.7	ELA II	40.0	28.6	29.6	30.2	Overall	38.75	23.7	24.9	25.4
	FY17	FY18	FY19	FY20																				
ELA I	37.5	18.8	20.3	20.7																				
ELA II	40.0	28.6	29.6	30.2																				
Overall	38.75	23.7	24.9	25.4																				
STRATEGIES TO INCREASE THE NUMBER OF INDICATORS MET	<ul style="list-style-type: none"> -Instructional staff will be trained in implementing more level 2, 3, and 4 Depth of Knowledge in class assignments in order to encourage a level of academic rigor that more closely aligns with the state tests. -TBT meetings, weekly classroom walkthroughs, and lesson plan audits will be implemented by the administrative team in order to ensure academic rigor is being implemented. -Academic intervention will be implemented through intervention specialists and monitored through classroom work samples and Renaissance Stars assessments. -Instructional staff will be trained during professional development covering differentiation of instruction and tiered instruction in order to more effectively utilize instructional time. 																							

-Students will be taught test-taking strategies during their courses and "STAR" time in order to improve EOC test scores.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:

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A.04	ACADEMIC PERFORMANCE STANDARD	PROGRESS
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Progress looks closely at the growth that all students are making based on their past performances. There are four measures within the component: progress for all students; progress for gifted students; progress for students with disabilities; and progress for students whose academic performance is in the lowest 20 percent of students statewide. The state examines students' state tests through a series of calculations to produce a "value-added" rating for your school or district for each of the four groups listed.

A goal set for this standard must identify the amount of growth for one of the four individual measures listed above (This will be indicated by a positive change in the "Single Year Index" number.) In the "Explanation..." box you will include the numeric increase. In the "Strategies..." box you will list the strategies you plan to use in order to move students scoring at the Limited, Basic, Proficient, Accelerated or Advanced levels on any/all of Ohio's State Tests.

	2018-2019	2019-2020	2020-2021
GOAL	Overall D; SWD D; Lowest 20% D	Single Year Index SWD -1.60	Single Year Index SWD -1.60
ACTUAL	Overall -2.3; SWD -2.0; Lowest 20% -1.2		
RATING			

EXPLANATION OF GOAL/STRATEGIES TO REACH THIS GOAL

EXPLANATION OF GOAL	All students will show an increase by at least 1% in End of Course Tests ELA which will impact student growth as demonstrated by increasing scores on the state tests. The single year index for SWD goal is -1.60.
STRATEGIES TO MEET THIS GOAL	<ul style="list-style-type: none"> -Through the use of Renaissance STAR, teachers will be able to use the prescriptive portions of the program to target student areas of need and add appropriate instruction. -Teachers and Intervention Specialists will be responsible for providing specially designed instruction to students by instructing, assessing, and documenting progress -Instructional staff will be trained in explicit instruction and tiered instruction in order to more effectively utilize instructional time. -Title 1 Reading teacher will work with instructional staff and students in tiers 2 and 3 providing direct intervention -TBTs and BLTs will work together to monitor student progress -Students will be taught test-taking strategies in each of their classes as well as during "STAR Renaissance" time

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:

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A.05	ACADEMIC PERFORMANCE STANDARD	GAP CLOSING
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Schools must close the gaps that exist in the achievement between “all Ohio Students” and those groups who are more vulnerable. The Gap Closing component shows how well schools are meeting performance expectations for our most vulnerable students in English language arts, math and graduation rate. Gap Closing compares the academic performance of nine student groups (American Indian/Alaskan Native; Asian/Pacific Islander; Black, Non-Hispanic; Hispanic; Multiracial-White, Non-Hispanic; economically disadvantaged; Students with Disabilities; English Learners) against the performance of a 10th group: all students in Ohio.

A goal set for this standard must address the increase in overall gap closing (Indicated by a decrease in the gap.). In the “Explanation...” box you will indicate the numeric change. In the “Strategies...” box you will include a description of the strategies you will use to meet this goal. This goal must relate to one or more of the nine subgroups of students (listed above) and must indicate the targeted area of math, ELA or graduation rate for the selected subgroup.

	2018-2019	2019-2020	2020-2021
GOAL	56%	Overall: 49%	Overall: 49%
ACTUAL	48.8%		
RATING			

EXPLANATION OF GOAL/STRATEGIES TO REACH THIS GOAL

EXPLANATION OF GOAL	Because of our transient population that is also a high trauma, high poverty, special needs population, we cannot make an apples to apples comparison year to year. However, we are confident in the measures and instructional strategies we put in place to work with the students we have each year to meet them at their need and facilitate academic growth. We will decrease our deficit by a minimum of 1% for Economically Disadvantaged students in Math. The chart below shows the progression of movement to reach this goal.			
		2017-18	2018-19	2019-20
	Economically Disadvantaged-Math	PI AMO 66.3%	PI AMO 72.7%	PI AMO- 71.7%

STRATEGIES TO MEET THIS GOAL	<ul style="list-style-type: none"> -Renaissance STAR Math will allow us to assist students by showing personal growth and target areas of improvement. This will enable teachers to provide a more direct path to provide instruction. -TBT and BLT meetings, classroom walk-throughs, lesson plan reviews will be implemented by Admin team -Specially designed instruction will be provided by intervention specialists and classroom teachers to meet individual student accommodation goals. -Instructional staff will provide differentiated lessons to tiered learning groups. -Students will be taught test-taking strategies throughout courses of study within each classroom setting
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THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:

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A.06	ACADEMIC PERFORMANCE STANDARD		GRADUATION RATE
<p>The Four-Year Graduation Rate counts as graduates only those students who earn diplomas within four years of entering ninth grade for the first time. The Five-Year Graduation Rate counts those students who graduate within five years of entering ninth grade for the first time.</p> <p>The Graduation Rate Component Grade is determined in the following manner: 60% - the letter grade for the four-year graduation rate; and 40%- the letter grade for the five-year graduation rate.</p> <p>A goal set for this standard must list an increase in the overall graduation rate percentage. In the "Explanation..." box, schools must identify one of the two specific measures targeted (4-year or 5-year) and the increase in percentage. In the "Strategies..." box, specific strategies being implemented to increase this rate should be listed.</p>			
	2018-2019	2019-2020	2020-2021
GOAL	4 yr.- 52% 5 yr.- 60%	4 yr.- 54% OR 5 yr.- 65%	4 yr.- 54% OR 5 yr.- 65%
ACTUAL	4 yr.- 60.9% 5 yr. 75.0%		
RATING			
EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL	<p>Our overall goal is to increase either our 4- OR 5- year graduation rates, depending on which is rated. Due to the nature of our school, our graduating classes fluctuate within a range of 10-20 students. With 2-3 students not graduating on time, this makes a major impact on our overall rating.</p> <p>Our students drop-out of school due to a variety of reasons that exist outside of school, such as pregnancy, lack of credits, and lack of stable housing. These external factors are beyond our control and with our small student population, if 1 student does not graduate it pulls our number down.</p> <p>The Ohio department of education alternative pathways to graduation has increased our graduation rate significantly for our 5- year graduates. Our goal is to accomplish a minimum of a 54% 4 year graduation rate and/or a minimum of 65% for our 5 year graduation rate.</p>		
STRATEGIES USED TO MEET THIS GOAL	<p>-we will increase the graduation rate by providing additional support to students through targeted intervention and remediation through the implementation of "STAR Renaissance" time during study hall periods</p> <p>-We will increase the graduation rate by providing additional support to students who will be retaking an EOC exam, helping them to become more proficient in test taking techniques.</p> <p>-Star assessments will be utilized to determine student test readiness, and this data will be utilized by instructional staff in order to target specific areas of need.</p> <p>-Students will receive targeted intervention and remediation through the implementation of an intervention period.</p> <p>-Students will also be given sample tests and sample test items to familiarize them with the testing format and the specific verbiage of the EOC exams.</p> <p>-TBTs, classroom walkthroughs, and lesson plan audits will all be utilized to monitor these activities and ensure they are being implemented with fidelity.</p>		

	<p>-Because our students struggle to meet EOC requirements, we have implemented additional courses for seniors in order to allow students the opportunity to meet alternative graduation pathways such as the OMJ seal and volunteer service hours.</p> <p>-We are meeting regularly with seniors to have roundtable discussions on various graduation topics such as progress on EOCs, testing strategies, life skills after graduation, and college/career/life readiness. We are also holding meetings for parents to discuss graduation topics.</p> <p>-We are also targeting younger grades to encourage success from younger grades by implementing additional coursework to better prepare students in 9th grade for their EOC exams. For example, 9th grade students have their typical Algebra I course, along with an Applied Math course to reinforce the skills from their Algebra I course, and finally an intervention period for intervention specialists to target and offer remediation to struggling students.</p>
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THESE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:

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A.07	ACADEMIC PERFORMANCE STANDARD	IMPROVING AT-RISK K-3 READER
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Reading is the foundation for all learning. That is why it is critical to fund and address reading issues for a student as early as possible. Improving at-risk K-3 Readers looks at how successful the school is at getting struggling readers on track to proficiency in third grade and beyond.

The measure and component relate to Ohio's Third Grade Reading Guarantee, which aims to make sure that all students are reading at grade level by the end of third grade. The guarantee drives attention to students from kindergarten through third grade who are struggling readers and makes sure they get the help they need to succeed in reading. Through this initiative, districts and schools diagnose reading issues, create individualized reading improvement and monitoring plans, and provide intensive reading interventions. Specifically, this measure tracks the following:

1. Students who were not on track in reading last year in kindergarten and now are on track in first grade;
2. Students who were not on track in reading last year in first grade and now are on track in second grade;
3. Students who were not on track in reading last year in second grade and now are on track in third grade; and
4. Students who were not on track in reading last year at the beginning of third grade who scored "Proficient" on Ohio's third grade English language arts test.

Improving at-risk K-3 Readers scoring uses results from two assessments: a reading diagnostic given to all students in kindergarten through grade 3 at the beginning of the school year and Ohio's state third grade English language arts test given to third-graders twice during the school year.

A goal addressing this standard must identify the expected increase in the overall percentage. In the "Explanation..." box, the school should state which one of the four items listed above will be targeted for improvement. In the "Strategies..." box you will describe the targeted strategies aimed at meeting this goal.

	2018-2019	2019-2020	2020-2021
GOAL	NA	NA	NA
ACTUAL	NA	NA	NA
RATING	NA	NA	NA

EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL

EXPLANATION OF GOAL	
STRATEGIES USED TO MEET THIS GOAL	

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:

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A.08	ACADEMIC PERFORMANCE STANDARD	PREPARED FOR SUCCESS	
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The Prepared for Success component looks at how well prepared Ohio's students are for all future opportunities. Using multiple measures to determine college and career readiness enables districts to showcase their unique approaches to prepare students for success after high school.

A Prepared for Success letter grade is based on how well the students performed on these six measures: ACT or SAT remediation-free scores; an Honors Diploma; twelve points through an industry-recognized credential or group of credentials in one of 13 high-demand career fields; at least one Advanced Placement test score of 3 or higher; International Baccalaureate test scores of 4 or higher; and earning at least three College Credit Plus credits.

A goal for this standard must identify the increase in the overall percentage of the school's "Prepared for Success" score. In the "Explanation..." box you will identify one of the six measures listed above as a target area. In the "Strategies..." box you will list specific strategies you will utilize to positively impact the targeted area you have chosen.

	2018-2019	2019-2020	2020-2021
GOAL	Grade-F ACT/SAT-2% CCP-6% Ind. Cred.-0% Hon. Dipl.-0% AP-0% IB-0%	.025	.025
ACTUAL	F 0%		
RATING			

EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL

EXPLANATION OF GOAL	As we have not previously been able to meet this goal, it has been reduced for the 2019-20 school year. This is an extremely difficult score for us to raise, due to the nature of our school. Our school is designed specifically to meet the needs of students with disabilities who struggle in academic environments. Therefore, we do not offer AP or IB courses; very few of our students are interested in CCP credits and do not plan to go on to college after high school at all; we are not able to offer an honors diploma due to the courses we are able to offer; and our percentage of students who take the SAT or ACT remediation-free is extremely small, because our percentage of students on IEPs with accommodations has historically been between 90-97%. Due to these factors, we are forced to focus on increasing the number of students who score remediation-free on the ACT. We are hopeful that one of our 14 students being tested this year may pass the ACT remediation free. As a result, our goal is .025% this year.
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<p>STRATEGIES USED TO MEET THIS GOAL</p>	<p>-In an effort to prepare students and families as early as possible, we will hold an ACT informational meeting in April or May for sophomore class students and their families with information about the free testing session offered to all juniors in Ohio. Students with testing accommodations on their IEP will also receive support and guidance on how to apply for testing accommodations on the ACT. Students and parents will be informed on free online resources to encourage summer study habits for the ACT.</p> <p>-During the course of the student's junior year, study skills will be addressed in an intervention/career readiness course. Students will be offered opportunities to take practice tests and experience an authentic testing environment to improve confidence and test-taking skills. The school test coordinator will monitor test takers, programming, and student results in order to improve our students' readiness for college prep and career opportunities.</p> <p>-For students who have taken the ACT and want to increase their overall score, we will offer additional remediation utilizing Ohio Means Jobs courses, ACT practice, and other free test prep materials. Additionally, we will support students in increasing their academic skills and knowledge using Renaissance 360 and targeted, individual intervention during an intervention period.</p>
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THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:

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A.09	ACADEMIC PERFORMANCE STANDARD		OTHER ACADEMIC MEASURE
<p>Schools must identify a nationally recognized assessment utilized to gather data regarding academic progress. Although many assessments are available, one that has been recognized as reliable and valid by the education community is recommended. Assessments may be given as a full battery, or sub-tests may be chosen for this standard.</p> <p>Goals set for this standard must include the name of the assessment and the expected increase. In the "Explanation..." box, you will include a brief description of the assessment, the metrics used to determine growth, and the increase you intend to see. In the "Strategies..." box you will list specific strategies being utilized to impact the positive change.</p>			
	2018-2019	2019-2020	2020-2021
GOAL	85% will show progress from Fall to Spring benchmark	Renaissance STAR assessments Median scores for Math and ELA 40%	Renaissance STAR assessments Median scores for Math and ELA 40%
ACTUAL	Tier 4 students showed 85% increase in both Math and ELA; Average student increase from Fall to Spring Math 51%; ELA increase 55% from Fall to Spring		
RATING			
EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL	<p>Renaissance Stars is an assessment system that allows us to monitor both current student achievement levels as well as calculating their achievement growth over the course of a school year in the form of a Student Growth Percentile (SGP) score. The SGP measures student growth between fall and spring scores at their individual levels. Because the majority of our students are identified with disabilities, the student growth percentage is more valuable to us than a numerical score, because it measures their individual growth through the school year, rather than setting a numerical goal in a grade level that may be unattainable for them. Therefore, our goals regarding Renaissance Stars are set according to median SGP, rather than numerical scores.</p> <p>According to the Renaissance Stars program, expected student growth from fall benchmarking to spring benchmarking is 40 Student Growth Percentiles (SGP). Our goal is at the expected level of a minimum of growth at 40% from the first to the third administration.</p>		
STRATEGIES USED TO MEET THIS GOAL	<ul style="list-style-type: none"> -Instructional staff will be trained in implementing more level 2, 3, and 4 Depth of Knowledge in class assignments in order to encourage a level of academic rigor that more closely aligns with the state tests. -TBT meetings, weekly classroom walkthroughs, and lesson plan audits will be implemented by the administrative team in order to ensure academic rigor is being implemented. -Academic intervention will be implemented through intervention specialists and monitored through classroom work samples and Renaissance Stars assessments. -Instructional staff will be trained in differentiated instruction and tiered instruction in order to more effectively utilize instructional time. 		

-Students will be taught test-taking strategies through their daily classroom intervention in order to improve EOC test scores.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:

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A.10	ACADEMIC PERFORMANCE STANDARD		OTHER ACADEMIC MEASURE – SPECIFIC SUBGROUP
<p>Schools serving specific subgroups of students (e.g., schools serving at-risk students) must identify additional measures and targets relevant to the particular subgroup served to evaluate student performance beyond the gap closing measures.</p>			
<p>Goals set for this standard must include the subgroup of students being targeted, the name of the assessment and the percentage of increase for the specific subgroup. In the "Explanation..." box, schools should include a brief description of the assessment and the increase in scores expected for that specific sub-group of students. In the "Strategies..." box you will list specific strategies being utilized to impact the positive change for the sub-group of students.</p>			
	2018-2019	2019-2020	2020-2021
GOAL	NA	Renaissance STAR assessments Median scores for Math and ELA 40% for Economically Disadvantaged	Renaissance STAR assessments Median scores for Math and ELA 40% for Economically Disadvantaged
ACTUAL	NA		
RATING			
EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL	<p>Renaissance Stars is an assessment system that allows us to monitor both current student achievement levels as well as calculating their achievement growth over the course of a school year in the form of a Student Growth Percentile (SGP) score. The SGP measures student growth between fall and spring scores at their individual levels. Because the majority of our students are identified with disabilities, the student growth percentage is more valuable to us than a numerical score, because it measures their individual growth through the school year, rather than setting a numerical goal in a grade level that may be unattainable for them. Therefore, our goals regarding Renaissance Stars are set according to median SGP, rather than numerical scores.</p> <p>According to the Renaissance Stars program, expected student growth from fall benchmarking to spring benchmarking is 40 Student Growth Percentiles (SGP). Our goal is at the expected level of a minimum of growth at 40% from the first to the third administration for ED students.</p>		
STRATEGIES USED TO MEET THIS GOAL	<ul style="list-style-type: none"> -Instructional staff will be trained in implementing more level 2, 3, and 4 Depth of Knowledge in class assignments in order to encourage a level of academic rigor that more closely aligns with the state tests. -TBT meetings, weekly classroom walkthroughs, and lesson plan audits will be implemented by the administrative team in order to ensure academic rigor is being implemented. -Academic intervention will be implemented through intervention specialists and monitored through classroom work samples and Renaissance Stars assessments. -Instructional staff will be trained in differentiated instruction and tiered instruction in order to more effectively utilize instructional time. 		

-Students will be taught test-taking strategies through their daily classroom intervention in order to improve EOC test scores.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:

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A.11	ACADEMIC PERFORMANCE STANDARD	COMPARATIVE GOAL
<p>In order to evaluate performance data for a given school, it is often useful to consider how similar schools compare on the same data.</p> <p>The method for use on Ohio's Local Report Cards starts with any given district and identifies up to 20 districts that are most similar according to six criteria. Statistically speaking, these are the "nearest neighbors" of the selected district. Recognizing that community schools are unique, goals in this area should identify performing at rates "higher or equal to" at least <u>two</u> "similar" schools in <u>one</u> (each) of the following areas reported on the LRC: Performance Index; Progress; Gap Closing; Improving at-risk K-3 Readers; or Graduation Rate. "Similar" schools should be comparable in percent poverty, and percent minority students.</p> <p>Goals set for this standard must identify the two areas for comparison and the verbiage "higher than or equal to". In the chart below, "similar schools" will be listed in the far left column with the data to show similarity (percent poverty and percent minority student) Next, you will enter the LRC data to show comparability (your choice of two LRC measures).</p>		

	2018-2019	2019-2020	2020-2021
GOAL		Summit Academy Secondary- Canton will perform higher or equal to Canton Harbor in Graduation rate. Summit Academy Secondary- Canton will perform higher than or equal to Stark High School in Performance Index.	Summit Academy Secondary- Canton will perform higher or equal to Canton Harbor in Graduation rate. Summit Academy Secondary- Canton will perform higher than or equal to Stark High School in Performance Index.
ACTUAL			
RATING			

CHART TO INDICATE TWO SIMILAR SCHOOLS AND A COMPARISON OF LRC DATA

	% POVERTY	% MINORITY	Graduation Rate	Progress
Summit Academy Secondary-Canton	100%	15.7%	60.9% 4 year 75.0% 5 year	-2.3 overall -1.43 Lowest 20% -2.51 SWD
Canton Harbor	79.6%	14.3%	26.0% 4 year 41.9% 5 year	Does not meet standards
Stark High School	100%	21.65%	7.9% 4 year 3.1% 5 year	Meets Standards

THESE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

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END OF YEAR PERFORMANCE SUMMARY:

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NA.01	NON-ACADEMIC PERFORMANCE STANDARD	MISSION SPECIFIC GOAL
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State the School's Mission:

This goal should include mission-specific performance measures and targets.

	2018-2019	2019-2020	2020-2021
GOAL	2 PBIS events per month	75% of students will be engaged in student learning activities as evidenced by walk-through and IMM data	75% of students will be engaged in student learning activities as evidenced by walk-through and IMM data
ACTUAL	4 PBIS events per month		
RATING	met		

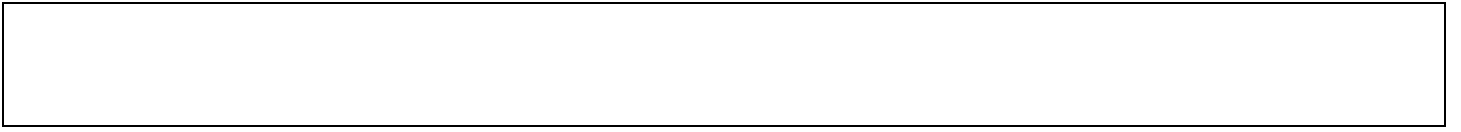
EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL

EXPLANATION OF GOAL	Our goal is to increase the percentage of students fully participating in an effective behavior system. The PBIS system will be supplemented with Restorative Practices. The goal of 75% is based upon data that will be collected from building walk-throughs of formal and informal observations.
STRATEGIES USED TO MEET THIS GOAL	<ul style="list-style-type: none"> -Behavior Specialist will train instructional staff on how to effectively utilize and implement the PBIS system within their classrooms. -Behavior tracking sheets will be completed by instructional staff and turned in to the Behavior Specialist for data collection and analysis. -Progress will be monitored through walk-throughs conducted by Behavior Specialist to ensure that the program is being utilized with fidelity. -Staff not using system with fidelity will be supported with more educational opportunities.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:



NA.02	NON-ACADEMIC PERFORMANCE STANDARD	PARENT SATISFACTION
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The ESCLEW recognizes parents/caregivers as key stakeholders in the success of community schools. Increasing communication and soliciting feedback from parents is key to making programming changes within the school in order to create an atmosphere where all students are growing academically.

Goals in this area should focus on what form of feedback the school will solicit from parents/caregivers (survey, phone calls, in person meetings, etc.) and identify what the school will do with the feedback received. (Adjustments to programming, hold stakeholder meetings, discuss with administration, etc.)

	2018-2019	2019-2020	2020-2021
GOAL	92% favorable responses	92% favorable responses	92% favorable responses
ACTUAL	97%		
RATING			

EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL

EXPLANATION OF GOAL	In the spring of each school year, we send home a CCIP survey to our parents to ask for feedback concerning our school. It is our goal to survey our parents throughout the year at various events to gather data that will help us improve our school. It is our desire to obtain a minimum of 92% satisfaction.
STRATEGIES USED TO MEET THIS GOAL	<ul style="list-style-type: none"> -Each quarter our school will create a newsletter for parents to highlight events, fieldtrips, and important information for families and students. -We will host several events for families to attend to improve the connection between school and family. We will survey our parents at the end of each event to gauge strength of event. -In order to continue strengthening the bond between school and community, we will continue our partnership with Grace United Church, the nearby church we have partnered with for the past six years. The church allows us to host yearly special events for Thanksgiving, Christmas, graduation, community service, and dances. In return our students can earn credit toward graduation through their volunteer efforts.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:

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NA.03	NON-ACADEMIC PERFORMANCE STANDARD		GOVERNING BOARD PERFORMANCE
<p>The ESCLEW expects a sponsored community school to comply with all rules and regulations regarding a Governing Board. To this end, it is the expectation that the Governing Board will take on roles and responsibilities in order to complete the work efficiently and effectively.</p> <p>Goals for this standard must address the ability of the individual members and/or combined entity in increasing the efficiency and/or effectiveness of the board. This could include: attending professional developments; attendance rates at meetings; attendance rate at school functions; etc.</p>			
	2018-2019	2019-2020	2020-2021
GOAL	5 out of 6 board meetings will meet with a quorum of its members	<p>At least 1 board member will attend graduation or school sponsored event</p> <p>At least one board member will contribute to the school website or school newsletter at some point during the school year</p> <p>At least one board member will participate in at least one additional school event OR record a one call greeting for students/families</p>	
ACTUAL	Goal met		
RATING			
EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL	We believe it is essential for our board to demonstrate support through connecting with our students and families. Our board's presence is needed throughout the year in a variety of capacities. Through a choice of opportunities, we look forward to increased participation from our board members in our school events and activities to connect as part of our school community.		
STRATEGIES USED TO MEET THIS GOAL	<p>We will share monthly with board members, via email, all school events and make specific requests accordingly for their presence.</p> <p>We will continue to share events and event outcomes at be-monthly board meetings.</p> <p>We will remind board members of dates/times of events for which they have committed.</p>		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:			

NA.04	NON-ACADEMIC PERFORMANCE STANDARD	ORGANIZATIONAL/OPERATIONAL
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Your contract with the ESC of Lake Erie West must include a performance framework that defines your school's expected organizational/operational outcomes. Goals must measure the organizational and operational performance of the school with specific annual metrics and targets.

Goals set for this standard should be the ON-TIME and ACCURACY PERCENTAGES of compliance (requirements in statute), community school contract, governing authority, school, and financial requirement submissions within Epicenter. (If percentages are at 97% or above, maintenance is allowed.)

	2018-2019	2019-2020	2020-2021
GOAL	ON-TIME % - 95% ACCURACY % - 100%	ON-TIME % - 95% ACCURACY % - 100%	ON-TIME % - 95% ACCURACY % - 100%
ACTUAL	ON-TIME % - 93% ACCURACY % - 100%	ON-TIME % - ACCURACY % -	ON-TIME % - ACCURACY % -
RATING			

EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL

EXPLANATION OF GOAL	The goal is to obtain and maintain a 100% of accuracy and 95% on time submissions into Epicenter.
STRATEGIES USED TO MEET THIS GOAL	At the beginning of the 2019-2020 school year, the management company implemented staffing changes in the sponsor compliance office. This re-structured the process for submissions into the Epicenter system.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:

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NA.05	NON-ACADEMIC PERFORMANCE STANDARD	FINANCIAL PERFORMANCE
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Your contract with the ESC of Lake Erie West must include a performance framework that defines your school's expected financial performance outcomes with annual clear, measurable metrics and targets.

Goals set for this standard must address audits, debt reduction, or the submission of accurate and on-time financials into Epicenter.

	2018-2019	2019-2020	2020-2021
GOAL	Clean yearly audit	Clean yearly audit	Clean yearly audit
ACTUAL	Audit is currently in progress		
RATING			

EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL

EXPLANATION OF GOAL	Clean yearly audits will be issued by the Auditor of State.
STRATEGIES USED TO MEET THIS GOAL	We will work with external auditors, contracted by AOS, to provide all documentation needed for the audit. We will work with internal team members to ensure that internal control policies are being followed.

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:

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NA.06	NON-ACADEMIC PERFORMANCE STANDARD	FINANCIAL SUSTAINABILITY	
<p>Your contract with the ESC of Lake Erie West must include a performance framework that defines your school's expected financial sustainability outcomes with clear and measurable metrics and targets. This refers to the ability of the administrators to maintain the organization over the long term.</p> <p>Goals set for this standard must address 1. Student Enrollment (the actual number should be indicated); AND 2. Unrestricted Cash Reserve Balance (goal must have a minimum of 15 days)</p>			
	2018-2019	2019-2020	2020-2021
GOAL	n/a	85	85
ACTUAL	n/a		
RATING			
EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL	<p>1.Student enrollment will remain within 80% of projected student count for this year's budget (107)</p> <p>2.Per the management agreement, all revenues are paid to Summit Academy Management as a purchased service cost. SAM then uses these funds to pay the expenses of the school, therefore, there is no cash reserve balance for each school, however, SAM does maintain a cash reserve balance that meets the minimum of 15 days.</p>		
STRATEGIES USED TO MEET THIS GOAL	<p>1.Directors will work with the management company to retain current student and attract and enroll new students to maintain enrollment within the stated goal.</p>		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
END OF YEAR PERFORMANCE SUMMARY:			



NA.07	NON-ACADEMIC PERFORMANCE STANDARD			STUDENT DISCIPLINE	
<p>Beginning with the 2019-2020 school year, schools are required to report and evaluate the number of out-of-school suspensions issued for students in grades pre-K through 3 on an annual basis. The ESCLEW expects each school's number of out-of-school suspensions to decrease each year as alternative methods of student discipline are implemented.</p> <p>A. This goal should focus on decreasing the number of out-of-school suspensions and identify strategies that the school will use to accomplish this goal in Grades K-3.</p> <p>B. This goal should focus on decreasing the number of out-of-school suspensions and identify strategies that the school will use to accomplish this goal in Grades 4-8.</p> <p>C. This goal should focus on decreasing the number of out-of-school suspensions and identify strategies that the school will use to accomplish this goal in Grades 9-12.</p>					
	2018-2019	2019-2020		2020-2021	
GOAL	N/A	K-3		K-3	
		4-8		4-8	
		9-12		9-12	
ACTUAL	11 out of school suspensions	K-3		K-3	
		4-8		4-8	
		9-12	10 out of school suspensions	9-12	10 out of school suspensions
RATING	N/A				
EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL					
	Previous year's out-of-school suspensions	This year's goal for out-of-school suspensions	Strategies to accomplish this goal		
K-3					
4-8					
9-12	11	10	<p>The school will utilize restorative practice measures, mindfulness, student engagement, the use of the PBIS system and more positive parent contact to reduce the number of out of school suspension occurrences.</p> <p>-Teachers will be trained in trauma informed education and restorative practices in order to better establish therapeutic rapport between staff and students. Therefore, we will be able to deescalate situations before they turn into a situation that results in a behavior that we must suspend for, such as a student becoming a threat to themselves or others.</p>		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR					
MONTH	EVIDENCE PRESENTED BY SCHOOL		TECHNICAL ASSISTANCE		PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:

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