



# CHIPPEWA

## LOCAL SCHOOL DISTRICT

**Board of Education Regular Meeting**  
Chippewa Jr/Sr High School Auditorium  
Monday, November 10, 2025  
6:00 p.m.

### Meeting Minutes

#### I. OPENING

A. Call to Order :: Moment of Silence :: Pledge of Allegiance

B. Present: Dr. DeAngelis   Mrs. Fenn   Mr. Mertic   Mr. Schafrath

C. **WHEREAS**, Mr. Jeremy Golub, a duly elected member of the Chippewa Local School District Board of Education, has submitted his resignation effective October 31, 2025; and

**WHEREAS**, this resignation has created a vacancy on the Board of Education for the remainder of Mr. Golub's unexpired term, which extends from November 1, 2025, through December 31, 2025; and

**WHEREAS**, pursuant to Section 3313.11 of the Ohio Revised Code, the Board of Education is required to fill such vacancy within thirty (30) days; and

**WHEREAS**, at the November 4, 2025 general election, three (3) seats on the Chippewa Local School District Board of Education were filled by T.J. DeAngelis, Kyle Schafrath, and Kay Kerr; and

**WHEREAS**, T.J. DeAngelis and Kyle Schafrath will each continue service as returning members, and Kay Kerr has been newly elected to begin a term commencing in January 2026;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Education of the Chippewa Local School District, that Kay Kerr is hereby appointed to fill the remainder of Mr. Jeremy Golub's unexpired term, effective November 10, 2025, and continuing through December 31, 2025.

#### **RESOLUTION 137-25**

Motion to approve by 1<sup>st</sup> Mrs. Fenn, 2<sup>nd</sup> Dr. De Angelis

Roll call: Dr. DeAngelis yes, Mrs. Fenn yes, Mr. Mertic yes, Mr. Schafrath yes

**CARRIED**

Mrs. Kay Kerr was sworn in by Treasurer, Ryan Pendleton upon approval of the resolution.

#### **RESOLUTION 138-25**

D. Motion to approve the minutes from the November 3, 2025 Work Session.

Motion to approve by 1<sup>st</sup> Mrs. Fenn, 2<sup>nd</sup> Dr. De Angelis

Roll call: Dr. DeAngelis yes, Mrs. Fenn yes, Mr. Mertic yes, Mr. Schafrath yes, Mrs. Kerr abstained

**CARRIED**

## **II. STUDENT RECOGNITION/STAFF RECOGNITION/INTRODUCTION OF GUESTS (if necessary)**

A. Needle Mover: Jessica Wertz

B. Students of the Month

### **CIS**

Grade 3: Haisley Wilmoth-Whitehead, Scarlett Whitehead

Grade 4: Lucy Mosier, Owen Slane

Grade 5: Kinsley Eby, Zayden Korrell

Grade 6: Molly Hershberger, Ashton Ineman

### **Hazel Harvey**

Kindergarten: Coleson Vinson, Callum Stewart

Grade 1: Sophia Dzhaun, Pierce Rethmel

Grade 2: Adeline Largent, Ava Pietzcker

## **III. PUBLIC PARTICIPATION**

All meetings of the Board and Board-appointed committees are open to the public. In order for the Board to fulfill its obligation to complete the planned agenda in an effective and efficient fashion, a maximum of 30 minutes of public participation may be permitted at each meeting.

Each person addressing the Board shall give her/her full name and address. If several people wish to speak, each person is allotted three minutes until the total time of 30 minutes is used. During that period, no person may speak twice until all who desire to speak have had the opportunity to do so. Persons desiring more time should follow the procedure of the Board to be placed on the regular agenda. The period of public participation may be extended by a vote of the majority of the Board present and voting. Speakers are not permitted to address matters relating to individual students, personnel or other matters made confidential by law.

### **RESOLUTION 139-25**

## **IV. CONSIDER APPROVAL OF DONATIONS**

It is recommended that the Board of Education approve the following donation(s):

<u>Donor</u>	<u>Item</u>	<u>Value</u>	<u>Donated To</u>
Chippewa PTO	Check	\$1,365.00	6 <sup>th</sup> Grade Camp Nuhop Trip
Chippewa All Sports Booster Club	Check	\$3,953.60	Girls Soccer Uniforms

Motion to approve by 1<sup>st</sup> Mr. Schafrath 2<sup>nd</sup> Dr. De Angelis

Roll call: Dr. De Angelis yes, Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes **CARRIED**

## **V. TREASURER'S UPDATES & ACTION ITEMS**

A. Treasurer's Comments

1. Records Commission Meeting

### **RESOLUTION 140-25**

B. Action Items

1. Upon consideration to approve the October 2025 unaudited financial report (copy on file at the Doylestown Public Library)

Motion to approve by 1<sup>st</sup> Mr. Schafrath 2<sup>nd</sup> Dr. De Angelis

Roll call: Dr. De Angelis yes, Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes **CARRIED**

**RESOLUTION 141-25**

2. Upon the recommendation of the Treasurer, the Chippewa Board of Education is being asked to approve the Rea & Associates, Inc. arrangement letter for fiscal year ending June 30, 2025. Exhibit 1

Motion to approve by 1<sup>st</sup> Mr. Schafrath 2<sup>nd</sup> Dr. De Angelis

Roll call: Dr. De Angelis yes, Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes **CARRIED**

**VI. SUPERINTENDENT'S UPDATES:**

A. NONE

**RESOLUTION 142-25****VII. SUPERINTENDENT'S AGENDA**

- A. Upon consideration to approve the Interagency Agreement/MOU between Chippewa Local School District and Northwest Local School District-Sts. Phillip and James Catholic School for Nonpublic Title I Services. Exhibit 2

Motion to approve by 1<sup>st</sup> Mrs. Fenn, 2<sup>nd</sup> Mr. Schafrath

Roll call: Dr. De Angelis yes, Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes **CARRIED**

- B. Upon consideration to approve the updated Board Policy ACAA Sexual Harassment. Exhibit 3

Motion to approve by 1<sup>st</sup> Mrs Fenn, 2<sup>nd</sup> Mr. Schafrath

Roll call: Dr. De Angelis yes, Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes **CARRIED**

- C. Upon consideration to approve the Resolution Modifying Salary and Fringe Benefit Packages Contingent Upon Approved Legislation. Exhibit 4

Motion to approve by 1<sup>st</sup> Mrs. Fenn, 2<sup>nd</sup> Dr. De Angelis

Roll call: Dr. De Angelis yes, Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes **CARRIED**

**RESOLUTION 143-25****VIII. SUPERINTENDENT'S CONSENT AGENDA**

**NOTE:** *Items under the consent agenda are considered routine and will be enacted under one motion. There will be no separate discussion of these items prior to the time the Board votes unless a Board member requests an item be clarified or even removed from the agenda for a separate action.*

- A. Upon consideration to approve the following supplemental contracts for the 2025-2026 school year:

Garrett Hillyer	Basketball: MS Boys Assistant (Volunteer)	0.00%
Aidan Douglas	Indoor Track Volunteer	0.00%
Josh Cowan	Indoor Track Volunteer	0.00%
Jen McLain	Cheerleading: 7-8 Basketball	6.25%
Shelly Mineweaser	Cheerleading: 7-8 Basketball	0.00%
Damien Skelly	Wrestling: Varsity Girls	10.50%
Beth Raseta	Ticket Takers, Scoreboards, Score Books	\$30 per event

- B. Upon consideration to approve the Special Education Model Policies and Procedures for both preschool (OAC 3301-51-03) and school aged students. Exhibit 5

C. Upon consideration to approve an increase in the substitute teacher pay rate from \$105/day to \$120/day, effective January 1, 2026

Motion to approve by 1<sup>st</sup> Mrs. Fenn, 2<sup>nd</sup> Mr. Schafrath

Roll call: Dr. De Angelis yes, Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes **CARRIED**

**IX. BOARD DISCUSSION - none**

**X. NEW BUSINESS - none**

**XI. EXECUTIVE SESSION**

WHEREAS, a public board of education may hold an executive session only after a majority quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the purpose of the consideration of any of the following matters:

- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
  - 1. Appointment
  - ✓ 2. Employment
  - 3. Dismissal
  - 4. Discipline
  - 5. Promotion
  - 6. Demotion
  - 7. Compensation
  - 8. Investigation of charges/complaints (unless public hearing requested)
- ✓ B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.
- C. Conference with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- ✓ D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- ✓ E. Matters to be kept confidential by federal law or rules or state statutes.
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law.

**NOW, THEREFORE BE IT RESOLVED** that the Chippewa Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A2, B, D, E as listed above.

Motion to approve by 1<sup>st</sup> Mrs. Fenn, 2<sup>nd</sup> Mr. Schafrath

Roll call: Dr. De Angelis yes, Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes **CARRIED**

Time: \_\_\_\_\_ 6:20pm \_\_\_\_\_

XII.

**MOTION TO ADJOURN**

Motion to approve by 1<sup>st</sup> Mrs. Fenn, 2<sup>nd</sup> Mr. Schafrath

Roll call: Dr. De Angelis yes, Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes **CARRIED**

Time: 7:42pm

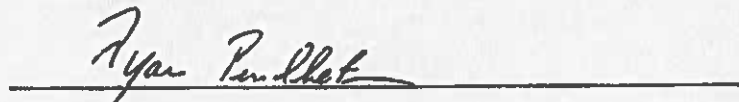
NOTE: The next Regular Meeting will be held on Monday, December 8, 2025 at the Jr/Sr High School Auditorium beginning at 6:00 p.m.

APPROVED: 11-10-25 Regular Meeting



**PRESIDENT**

DATE: 12/10/25



**TREASURER**

DATE: \_\_\_\_\_

\_\_\_\_\_

**TREASURER PRO TEMPORE**

October 21, 2025

Board of Education and Management

Chippewa Local School District  
56 North Portage Street  
Doylestown, OH 44230

Attention: Board of Education and Management

### **The Objective and Scope of the Audit of the Financial Statements**

You have requested Rea & Associates, Inc. ("Rea", "we", "us", or "our"), audit Chippewa Local School District's (the "District") governmental activities, each major fund, and the aggregate remaining fund information, and the notes to the financial statements as of and for the year ending June 31, 2025, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter ("Arrangement Letter").

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

You have also requested that Rea perform the audit of the District as of June 31, 2025 to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance").

### **The Responsibilities of the Auditor**

We will conduct our audit in accordance with GAAS, GAS, the Uniform Guidance. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, and the Uniform Guidance, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:



- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will communicate to those charged with governance (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our reports on internal control over financial reporting and over compliance for major programs will include any significant deficiencies and material weaknesses in internal control over financial reporting and over compliance for major programs of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control over financial reporting and over compliance for major programs consistent with requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant,

entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and GAS.

**The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, vendors, customers or others.

Management is responsible for the preparation of the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements. RSI includes Management's Discussion and Analysis, and pension and other post-employment benefit schedules.

As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management is also responsible for the preparation of the supplementary information in accordance with U.S. GAAP. As part of our engagement, we will provide an opinion on the supplementary information in relation to the financial statements as a whole.

Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily



available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

Those charged with governance are responsible for informing us of its views about the risks of fraud, waste, or abuse within the District, and its knowledge of any fraud, waste, or abuse or suspected fraud, waste, or abuse affecting the District.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP");
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For report distribution; and
5. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
  - c. Additional information that we may request from management for the purpose of the audit; and
  - d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Arrangement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing and the fair presentation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; (g) timely and accurate completion of the data collection form and (h) submitting the reporting package and data collection form. The aforementioned schedule of expenditures of federal awards is considered to be supplementary information to the financial statements.

**Reporting**

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to those charged with governance of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

In addition to our report on the District's financial statements, we will also issue the following reports:

1. A report on the fairness of the presentation of the District's schedule of expenditures of federal awards for the year ending June 31, 2025.
2. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
3. Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance;
4. An accompanying schedule of findings and questioned costs; and

In our connection with our audit of the financial statements, our responsibility is to read the other information included in the District's annual report and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

**Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the District's books and records. The District will determine that all such data, if

necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by District personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Ira Hamman, Treasurer. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

**Nonaudit Services**

In connection with our audit, you have requested us to perform the following nonaudit services:

1) Medicaid School Program Cost Report Agreed Upon Procedures

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the District, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The District has agreed that Ira Hamman, Treasurer possesses suitable skill, knowledge or experience and that the individual understands the Medicaid School Program Cost Report Agreed Upon Procedures services to be performed sufficiently to oversee them. Accordingly, the management of the District agrees to the following:

1. The District has designated Ryan Pendleton, Treasurer as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
2. Ryan Pendleton, Treasurer, will assume all management responsibilities for subject matter and scope of the Medicaid School Program Cost Report Agreed Upon Procedures;
3. The District will evaluate the adequacy and results of the services performed; and
4. The District accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the District's management or those charged with governance of the objectives of the non-audit services, the services to be performed, the District's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this Arrangement Letter documents that understanding.

**Other Relevant Information**

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

**Fees and Costs**

The contracted cost for the 2025 audit will be a fixed, all-inclusive fee as stated in the Rea & Associates, Inc.'s response to the Ohio Auditor of State Request for Proposal (RFP). Our fee and completion of our work is based upon the following criteria:

1. Anticipated cooperation from District personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

**Use of Subcontractors and Third-Party Products**

From time to time and depending upon the circumstances, we may, in our sole discretion, use qualified third-party service providers, located within or outside the United States, to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Personal Information or Confidential Information (as such terms are defined below) to them. Those third-party service providers we use to assist us in providing services to you are referred to herein as "Subcontractors". You hereby consent to us sharing your information, including Confidential Information and Personal Information, with these Subcontractors, within or outside of the United States; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information or Personal Information as the confidentiality terms set forth herein. You acknowledge and agree that our use of Subcontractors may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure.

We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products"). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement or other end-user agreement for such Third-Party Product, (collectively "EULAs") will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

**Use and Ownership; Access to Audit Documentation**

The Audit Documentation for this engagement is the property of Rea. For the purposes of this Arrangement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Rea's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Rea for the District under this Arrangement Letter, or any documents belonging to the District or furnished to Rea by the District.

If circumstances arise relating to the condition of the District's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

As required by the Memorandum of Agreement with the Ohio Auditor of State, we are required to make certain Audit Documentation available to the Ohio Auditor of State upon request for its regulatory oversight purposes. Access to the requested Audit Documentation will be provided to the Ohio Auditor of State under the supervision of Rea audit personnel and at a location designated by our firm.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Rea policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in Rea's form. Rea reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the Audit Documentation upon their request and that we shall maintain the Audit Documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to the requested Audit Documentation will be provided under the supervision of Rea audit personnel and at a location designated by our firm.

**Confidentiality**

Rea and the District may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, Rea and the District agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, Rea is permitted to disclose the District's Confidential Information to Rea's personnel, agents, and representatives to provide the services or exercise its rights under this Arrangement Letter or for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Arrangement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.



The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

In the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

#### **Preexisting Nondisclosure Agreements**

In the event that the parties have executed a separate nondisclosure agreement and such agreement does not automatically terminate or expire upon execution of this Arrangement Letter, such agreement shall be terminated as of the effective date of this Arrangement Letter.

#### **Data Protection Compliance**

Prior to disclosing to us or our Subcontractors or granting us or our Subcontractors with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Subcontractors pursuant to this Engagement Letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), classified, marked or unmarked controlled unclassified information ("CUI") subject to the National Industrial Security Program Operating Manual ("NISPOM") or the Defense Federal Acquisition Regulation Supplement ("DFARS"), or export controlled data subject to Export Administration Regulations ("EAR") or International Traffic in Arms Regulations ("ITAR"). Unless otherwise expressly agreed upon and specified in writing by Rea and the Company, you shall not provide us or any of our Subcontractors with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

Rea and the Company acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools,

and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

**Personal Information**

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the District or the District's customers or other third parties.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

We will use all such District-provided Personal Information, if at all, only for the purposes described in this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may, at our election, use the Personal Information to improve the services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of District-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

**Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter,

we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Arrangement Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

**Termination**

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management [or those charged with governance] and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards.

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

**Miscellaneous**

We may mention your name and provide a general description of the engagement in our client lists and marketing materials. Notwithstanding anything stated to the contrary in this Arrangement Letter, the District acknowledges and consents that we also may utilize Confidential Information and Personal Information that you have provided to us in connection with this engagement to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings and/or for development or performance of data analysis, business analytics or insights, or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. We will not use or disclose such Confidential Information or Personal Information in a way that would permit the District or an individual to be identified by third parties without your prior written consent.

The District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the District agrees to contact us before it includes our reports, or otherwise makes reference to us, in any public or private securities offering. Our association with an official statement is a matter for which separate arrangements may be necessary. The District agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. If, based on our review, we identify no material inconsistencies with our audit, or other misstatements of fact, we will promptly communicate in writing to the District that we do not object to the inclusion of our report in the offering documents. In the event our auditor/client relationship has been terminated when the District seeks such consent, we will be under no obligation to grant such consent or approval.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

**Governing Law**

This Arrangement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Arrangement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law principles, and applicable U.S. federal law.

**Entire Agreement**

This Arrangement Letter constitutes the complete and exclusive statement of agreement between Rea and the District, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter.

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

**Electronic Signatures and Counterparts**

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each Party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature.

**Acknowledgement and Acceptance**

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Please sign and return a copy of this Arrangement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

We will be pleased to respond to any questions you have about the foregoing. We appreciate the

*Rea & Associates, Inc.*

opportunity to be of service to you.

Millersburg, Ohio

Chad Gorfido, CPA  
Principal

Confirmed on behalf of Chippewa Local School District:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Dat



## Report on the Firm's System of Quality Control

September 21, 2022

To the shareholders of Rea  
 & Associates, Inc.  
 and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Rea & Associates, Inc. in effect for the year ended June 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

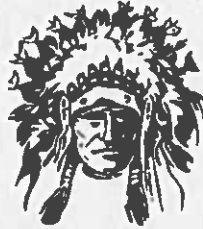
In our opinion, the system of quality control for the accounting and auditing practice of Rea & Associates, Inc. in effect for the year ended June 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Rea & Associates, Inc. has received a peer review rating of *pass*.

*Bonadio & Co., LLP*

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 Pittsford, New York 14534  
 p (585) 381-1000  
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[www.bonadio.com](http://www.bonadio.com)

CHIPPEWA LOCAL SCHOOL DISTRICT  
56 NORTH PORTAGE STREET  
DOYLESTOWN, OHIO 44230-1398



**SUPERINTENDENT'S OFFICE**

Mr. Tim Adams  
Superintendent  
Phone: (330) 658-6368  
Fax: (330) 658-5842

**TREASURER'S OFFICE**

Mr. Ryan Pendleton, CPA  
Treasurer/CFO  
Phone: (330) 658-6700  
Fax: (330) 658-5842

**INTERAGENCY AGREEMENT / MEMORANDUM OF UNDERSTANDING**

**Between**

**Chippewa Local Schools and Northwest Local School District – Sts. Philip and James Catholic School  
For Nonpublic Title I Services**

**Purpose**

The purpose of this agreement is to outline the responsibilities of each party in providing **Title I reading intervention services** to eligible students who reside within the **Chippewa Local School District** and attend **Sts. Philip and James Catholic School**. All services will be delivered in accordance with federal Title I regulations and approved applications.

**Chippewa Local Schools agrees to:**

- Provide **Northwest Local Schools** with a **Purchase Order** reflecting the total allocation for the current school year's Title I services. The amount for the **2025–2026 school year** is **\$1,717.12**.
- **Confirm in writing** the home district status of all identified Sts. Philip and James students to ensure the appropriateness of services.
- **Process and remit payment** in a timely manner upon receipt of invoices for services rendered.

**Northwest Local Schools agrees to:**

- Promote and support the goals of the Title I program in compliance with **federal guidelines and regulations**.
- Serve as the **fiscal agent** for the federal funds allocated for these services.
- **Invoice Chippewa Local Schools** in a timely manner at the conclusion of the academic year.

**Sts. Philip and James Catholic School agrees to:**

- Provide **Northwest Local Schools** with a list of students receiving Title I services, including each student's **home district of residence**.
- Provide **Northwest Local Schools** with a **description of the Title I interventions** being delivered.
- Offer **adequate space** during the school day for the delivery of intervention services by Title I staff.

**Agreement**

Chippewa Local Schools, Northwest Local Schools, and Sts. Philip and James Catholic School agree to the above procedures for the operation of the **Title I intervention program** for the **2025–2026 school year**.

Angela Deiotte  
Director of Literacy & Instruction  
Federal Funding & Literacy Coordinator

Tim Adams  
Superintendent

**For Chippewa Local School District:**\_\_\_\_\_  
Treasurer\_\_\_\_\_  
Date\_\_\_\_\_  
Superintendent\_\_\_\_\_  
Date

10/31/20

**For Northwest Local School District:**\_\_\_\_\_  
Treasurer\_\_\_\_\_  
Date\_\_\_\_\_  
Superintendent\_\_\_\_\_  
Date**For Sts. Philip and James Catholic School:**\_\_\_\_\_  
Treasurer\_\_\_\_\_  
Date\_\_\_\_\_  
Superintendent\_\_\_\_\_  
Date

Book	Policy Manual
Section	Section A: Foundations And Basic Commitments
Title	Copy of Sexual Harassment
Code	ACAA
Status	
Adopted	January 24, 2011
Last Revised	November 20, 2023
Prior Revised Dates	03/19/2018,04/24/2017

### Sexual Harassment

The District does not discriminate on the basis of sex in any education program or activity that it operates, including admission and employment. The District is required by Title IX of the Education Amendments of 1972 and the regulations promulgated through the U.S. Department of Education not to discriminate in such a manner. Inquiries about the application of Title IX to the District may be referred to the District's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

The Board designates the following individual to serve as the District's Title IX Coordinator(s):

Jamie Zollinger  
Principal  
[Jamie.Zollinger@chippewaschools.com](mailto:Jamie.Zollinger@chippewaschools.com)  
330-658-2214 x 4440

Jud Hartman  
Principal  
[Jud.Hartman@chippewaschools.com](mailto:Jud.Hartman@chippewaschools.com)  
330-658-2011 x 5301

Any person may report sex discrimination, including sexual harassment, at any time, including during non-business hours. Such a report may be made in person, by mail, by telephone or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

For purposes of this policy and the grievance process, "sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to the District's education program or activity or
3. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8) or "stalking" as defined in 34 USC 12291(a)(30).

When the harassment or discrimination on the basis of sex does not meet the definition of sexual harassment, the Title IX Coordinator directs the individual to the applicable sex discrimination process for investigation.

### Retaliation Prohibited

The District prohibits intimidation, threats, coercion or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation proceeding or hearing, if applicable. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or

privilege secured by Title IX or this part, constitutes retaliation. It is not considered retaliation if the District imposes a punishment under a zero-tolerance policy that always imposes the same punishment for conduct regardless of the circumstances.

Exhibit 3

### **Confidentiality**

The District must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any individual who has been alleged to be the victim or perpetrator of conduct that could constitute sexual harassment, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA) or as required by law, or to carry out the purposes of the Title IX regulations, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

### **Notice Requirements**

The District provides notice to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees and the union(s) with the name or title, office address, email address and telephone number of the Title IX Coordinator and notice of the District grievance procedures and process, including how to report or file a complaint of sex discrimination, how to file a formal complaint of sexual harassment and how the District will respond. The District also posts the Title IX Coordinator's contact information and Title IX policies and procedures in a prominent location on the District website and in all handbooks made available by the District.

### **Training Requirements**

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including hearings, appeals and informal resolution processes, when applicable, and how to serve impartially including by avoiding prejudgment of the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers and investigators receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant as set forth in the formal procedures that follow, and training on any technology to be used at a live hearing, if applicable. Investigators also receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. All materials used to train individuals who receive training under this section must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment and are made publicly available on the District's website.

### **Conflict of Interest and Bias**

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

### **Determination of Responsibility**

The individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment is presumed not responsible for alleged conduct. A determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation in accordance with the process outlined in the accompanying regulation. No disciplinary sanctions will be imposed unless and until a final determination of responsibility is reached.

CROSS REFS.: Staff Handbooks  
Student Handbooks

### **THIS IS A REQUIRED POLICY**

#### **Legal**

Civil Rights Act, Title VII; 42 USC 2000e et seq.

Civil Rights Act, Title VI; 42 USC 2000d et seq.

Executive Order 11246, 1965, amended by Executive Order 11375

Education Amendments of 1972, Title IX; 20 USC 1681

Equal Pay Act; 29 USC 206

34 CFR 106

Ohio Constitution Art. I, Section 2

CONTRACT REF.: Teachers' Negotiated Agreement

CONTRACT REF.: Classified Staff Negotiated Agreement

Cross References

AC - Nondiscrimination

GBA - Equal Opportunity Employment

GBD (Also BG) - Board-Staff Communications

GBH (Also JM) - Staff-Student Relations

GCPD - Suspension and Termination of Certified Staff Members

GDPD - Suspension, Demotion and Termination of Support Staff Members

IGDJ - Interscholastic Athletics

JB - Equal Educational Opportunities

JEGA - Permanent Exclusion

JFC - Student Conduct (Zero Tolerance)

JFCF - Hazing and Bullying (Harassment, Intimidation and Dating Violence)

JG - Student Discipline

JGD - Student Suspension

JGE - Student Expulsion

JHG - Reporting Child Abuse and Mandatory Training

KLD - Public Complaints About District Personnel



**RESOLUTION MODIFYING SALARY AND FRINGE BENEFIT PACKAGES  
CONTINGENT UPON APPROVED LEGISLATION**

**WHEREAS**, Chippewa Local School District Board of Education has established a salary and fringe benefit package for the Administrators, Superintendent and Treasurer;

**WHEREAS**, the compensation package for the Administrators, Superintendent and Treasurer includes payment of retirement fringe benefit not included in compensation (pick up) and payment of retirement fringe benefits with pick up included in compensation (pick up on pick up) of state retirement system contributions;

**WHEREAS**, the Ohio legislature is considering a proposal that would eliminate those pick-up plan options;

**WHEREAS**, the Chippewa Local School District Board of Education desires to maintain the Administrators, Superintendent and Treasurer compensation structure at no cost increase; therefore, be it

**RESOLVED**, that the Chippewa Local School District Board of Education hereby authorizes the increase in base salary for the Administrators, Superintendent and Treasurer by the percentage of pick-up or pick-up on pick-up that would be eliminated if legislation is passed to remove these plan options.

UPON ROLL CALL, on passage of the foregoing resolution, the vote was as follows:

	<u>Yea</u>	<u>Nay</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The foregoing is a true and correct excerpt from the minutes of a regular meeting of the Board of Education of the Chippewa Local Schools, Wayne County, conducted on November 10, 2025.

\_\_\_\_\_  
Fiscal Officer

# Special Education Model Policies and Procedures



**Department of  
Education &  
Workforce**

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# Introduction

## Purpose

The Ohio Department of Education and Workforce (the Department) Special Education Model Policies and Procedures provides a model for educational agencies to either adopt or a basis to create their own. The Special Education Model Policies and Procedures reflect existing regulations and explain procedural mechanisms; however, individual educational agencies have discretion and flexibility to enhance these Special Education Model Policies and Procedures in order to meet the needs of students and staff. It is the educational agency's responsibility to ensure the students' rights as written in the procedural safeguards are included when creating contracts or written agreements with other educational agencies or entities.

If an educational agency decides to adopt the Department's Special Education Model Policies and Procedures, the educational agency agrees to the written policies and procedures in accordance with 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 educational agency also agrees to use the [required special education forms](#) as stated on the Department's website.

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 educational agency recognizes its obligation to follow these laws, regardless of whether their provisions are restated in the Special Education Model Policies and Procedures.

In accordance with Ohio Revised Code 3323.02, the Department may require any state or local agency to provide documentation that special education and related services for children with disabilities provided by the agency are in compliance with the requirements of this chapter.

## Notification

In accordance with federal IDEA 34 CFR 300.201, Ohio Revised Code 3323.08, and Ohio Administrative Code 3301-51-01, each educational agency is required to adopt and implement written policies and procedures approved by the Department. Educational agencies are required to notify the Department of their special education policies and procedures each school year through the [Monitoring System](#). If an educational agency decides to create their own Special Education Model Policies and Procedures, there will be an option for the educational agency to upload these policy and procedures for the Department to review and approve. Any educational agency that creates their own Special Education Model Policies and Procedures will be required to incorporate any updates and changes into their own policies and procedures provided by the Department. Verification of local school board approval of policies and procedures is required to be uploaded for all educational agencies annually. Annual due date is Nov. 30.

**Contact Information:**

<b>Title</b>	<b>Name</b>	<b>Email</b>	<b>Phone Number</b>
<b>Special Education Administrator</b>			
<b>Educational Agency Contact for policies and procedures</b>			
<b>State Support Team Region</b>			

# Free Appropriate Public Education (OAC 3301-51-02)

## Policy

The educational agency ensures a Free and Appropriate Public Education (FAPE) is made available to all children with disabilities between the ages of three and twenty-one, inclusive, including children with disabilities who have been suspended or expelled from school, have failed or been retained in a course or grade, and are advancing from grade to grade.

## Procedure

### **THE EDUCATIONAL AGENCY:**

Makes FAPE available to every child eligible for special education services.

Begins special education services no later than the child's third birthday and has an IEP in effect for the child by that date.

If a child's third birthday occurs during the summer, the child's IEP team determines the date when IEP services begin.

Special education and related services eligibility is made on an individual basis by the group responsible within the child's school district of residence for making eligibility determinations.

### **ASSISTIVE TECHNOLOGY**

Makes assistive technology devices and/or assistive technology services available to a child with a disability, if required, as a part of the child's special education, related services, and supplementary aids and services.

Makes the use of school-purchased assistive technology devices available in a child's home or in other settings if the child's IEP team determines that the child needs access to those devices in order to receive FAPE.

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

Ensures that extended school year services are available as necessary to provide FAPE.

Provides extended school year services only if a child's IEP team determines, on an individual basis, that the services are necessary for the provision of FAPE to the child. Additionally, the following is considered when determining if extended school year services should be provided:

- Whether extended school year services are necessary to prevent significant regression of skills or knowledge retained by the child so as to seriously impede the child's progress toward achieving the child's educational goals, and
- Whether extended school year services are necessary to avoid something more than adequately recoupable regression.

In implementing the requirements, an educational agency will not:

- Limit extended school year services to particular categories of disability, or
- Unilaterally limit the type, amount, or duration of those services.



**NONACADEMIC SERVICES**

Takes steps to provide nonacademic and extracurricular services and activities in the manner necessary to afford children with disabilities an equal opportunity to participate in those services and activities. This includes the provision of supplementary aids and services determined appropriate and necessary by the child's IEP team.

Nonacademic and extracurricular services and activities shall 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 educational agency and assistance in making outside employment available.

**PHYSICAL EDUCATION**

Makes physical education services, specially designed, if necessary, available to every child with a disability receiving FAPE, unless the educational agency does not provide physical education to children without disabilities in the same grades.

If the educational agency serves a child with a disability who is enrolled in a separate facility, they must ensure that the child receives appropriate physical education services.

**Regular physical education**

The educational agency ensures that each child with a disability is afforded the opportunity to participate in the regular physical education program available to nondisabled children unless:

- The child is enrolled full time in a separate facility, or
- The child needs specially designed physical education, as prescribed in the child's IEP.

**Special physical education**

If specially designed physical education is prescribed in a child's IEP, the educational agency responsible for serving the child provides the services directly or makes arrangements for those services to be provided through another public or private program.

The educational agency ensures that adaptive physical education services are provided by an appropriately licensed provider.

**PROGRAM OPTIONS**

Ensures that children with disabilities served by the educational agency have access to a variety of educational programs and services available to nondisabled children in the area served by the school district, including art, music, industrial arts, consumer and homemaking education, and vocational education.

Ensures that children with disabilities have access to FAPE that emphasizes special education and related services designed to meet their unique needs and prepare them for further education, employment, and independent living.

**SCHOOL DISTRICT OTHER THAN SCHOOL DISTRICT OF RESIDENCE**

The educational agency ensures that a child with a disability who is living in its school district, even though the school district is not the child's school district of residence, is being served. The child's school district of residence retains responsibility for making FAPE available to the child.

The educational agency understands that their responsibility to serve a nonresident child with a disability living in the school district includes, but is not limited to, a child with a disability placed in a juvenile justice facility, institution, hospital, department, home, or other facility or entity located in the school district.

The student's district of residence is typically determined by the residential address of the student's parents.

## **THE SCHOOL DISTRICT OF RESIDENCE:**

### ***RESIDENTIAL PLACEMENT***

If the school district of residence's IEP team determines placement in a public or private residential program is necessary to provide special education and related services to a child with a disability, the educational agency ensures that the program, including non-medical care and room and board, is provided at no cost to the parents of the child.

# Child Find (OAC 3301-51-03)

## Policy

The educational agency ensures all children from birth through age 21 suspected of being a child with a disability and in need of special education, are identified, located, and evaluated. This includes:

- Homeless children or wards of the state
- Highly mobile children, including migrant children
- Children who are advancing from grade to grade
- Children with disabilities attending nonpublic schools, regardless of the severity of their disability, are identified, located, and evaluated as required by the IDEA

## Procedure

### **THE EDUCATIONAL AGENCY:**

When aware of a child between the ages of birth to age 3 who has or may have a disability, the educational agency either:

- Refers the child directly to the county agency responsible for implementing Early Intervention services under Part C of the IDEA, **or**
- Provides the parents with the referral information to make the referral themselves.

### **THE SCHOOL DISTRICT:**

Annually reports data to be examined by the Department to determine if significant disproportionality based on race and ethnicity is occurring in the school district with respect to:

- The identification of children as children with disabilities
- The educational placement of a child with a disability
- The incidence, duration, and type of disciplinary removals from educational placement, including suspensions and expulsions

# Confidentiality (OAC 3301-51-04)

## Policy

Each educational agency ensures it provides adequate notice to fully inform the parents about the confidentiality requirements of IDEA Part B Confidentiality, including:

- A description of the notice given in the native languages of the various population groups in the educational agency, county, or other area served
- A description of the children on whom personally identifiable information is maintained, including:
  - The types of information sought
  - The methods the State intends to use in gathering the information (including the sources from whom information is gathered)
  - The uses to be made of the information
- A summary of the policies and procedures that participating agencies must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information
- A description of all of the rights of parents and children regarding this information, including the rights under the Family Educational Right and Privacy Act (FERPA) and implementing regulations

Each educational agency ensures that parental consent is obtained before personally identifiable information is disclosed to parties, other than officials of participating agencies, unless the information is contained in education records, and the disclosure is authorized without parental consent.

The educational agency ensures that the parent's consent is **in writing, signed, and dated** and must:

- Specify the records to be disclosed
- State the purpose of the disclosure
- Identify the party or class of parties to whom the disclosure may be made

## Procedure

### **EACH EDUCATIONAL AGENCY:**

Protects the confidentiality of personally identifiable information during use, collection, storage, retention, disclosure, and destruction of information;<sup>1</sup>

Assumes responsibility for ensuring the confidentiality of any personally identifiable information;

Ensures all persons collecting or using personally identifiable information receive training or instruction regarding the policies and procedures of the educational agency; and

Maintains for public inspection a current listing of the names and positions of those employees who may have access to personally identifiable information.

<sup>1</sup> 34 C.F.R. 300.610 to 300.628, the Family Educational Rights and Privacy Act of 1974, August 1974, (FERPA) and its regulations at 34 CFR, Part 99



**REQUIRED PARENTAL CONSENT**

Understands that parental consent is not required before personally identifiable information is released to officials of participating agencies for the purposes of meeting a requirement of confidentiality<sup>2</sup>.

Parental consent, or the consent of an eligible child who has reached the age of majority under Ohio law, is obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services.

**DISCIPLINARY RECORDS**

When a child transfers from one educational agency to another, the sending educational agency ensures:

- The transmission of any of the child's records includes both the child's current IEP
- Any statement of current or previous disciplinary action that has been taken against the child is transmitted to the same extent that the disciplinary information for a child who does not have a disability is transmitted
  - The statement required shall 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 of a special circumstance.

The record shall include the following:

- Any information that is relevant to the safety of the child and other individuals involved with the child
- A description of any other behavior engaged in by the child that required disciplinary action, and a description of the disciplinary action taken

An educational agency transmits copies of the records only to the extent that the transmission is permitted by FERPA, even if that transmission is to another educational agency.

An educational agency reporting a crime committed by a child with a disability ensures that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to whom the agency reports the crime.

**PARENTAL REQUEST TO AMEND EDUCATION RECORDS**

The educational agency ensures that a parent can request education records be amended if the parent believes that the education record is inaccurate, misleading, or violates the privacy or other rights of the child.

The educational agency ensures that a decision on whether to amend the information is made within a reasonable period of time of receipt of the request.

If the educational agency decides to refuse to amend the information in accordance with the request, the educational agency ensures the parent is informed of the refusal and advises the parent of the right to a hearing.

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<sup>2</sup> 34 CFR 300.610 Confidentiality

**HEARING FOR EDUCATION RECORDS**

Provides, on parental request, an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child.

A hearing held under this rule must be conducted according to the procedures in 34 C.F.R. 99.22. The records hearing shall be held within a reasonable period of time after the educational agency has received the request.

**DESTRUCTION OF EDUCATION RECORDS**

Notifies parents when personally identifiable information is collected, maintained, or is no longer needed to provide educational services to the child.

Ensures the information is destroyed at the request of the parents. However, a permanent record of a student's name, address, telephone number, grades, attendance record, classes attended, grade level completed, and year completed shall be maintained without time limitation.

**PARENTAL ACCESS RIGHTS**

Permits parents to inspect and review any education records relating to their children that are collected, maintained, or used by the educational agency. The educational agency complies with a request without unnecessary delay and before any meeting regarding an IEP, or any hearing or resolution session and in no case more than forty-five days after the request has been made.

The parent has a right to:

- Make a reasonable request for explanations and interpretations of the records and to receive a response from the participating educational agency within a reasonable time
- Request that the educational agency provide copies of the records if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records
- Have a representative of the parent inspect and review the records

Presumes that the parent has authority to inspect and review records relating to the parent's child, unless the educational agency has been advised that the parent does not have the authority under applicable state law governing such matters as guardianship, separation, and divorce.

Ensures that all children's information is protected by allowing the parents to inspect and review only the information relating to their child or be informed of that specific information when an education record includes information on more than one child.

**CHILDREN'S RIGHTS**

Has policies and procedures regarding the extent to which children are afforded rights of privacy similar to those afforded to parents, taking into consideration the age of the child and type or severity of disability.

When the child reaches the age of majority, the rights regarding education records must also be transferred to the student.

**PERSONNEL ACCESS TO EDUCATION RECORDS**

The participating educational agency keeps a record of parties obtaining access to education records collected, maintained, or used (except access by parents and authorized employees of the participating educational 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.

**FEES**

All special education records must be transferred to the new educational agency or nonpublic school regardless of fees owed to the educational agency.

Each participating agency may charge a fee for copies of records that are made for parents under this rule if the fee does not effectively prevent the parents from exercising their right to inspect and review those records.

A participating agency shall not charge a fee to search for or to retrieve information under this rule.

**SCHOOL DISTRICT OF RESIDENCE:**

If a child is enrolled, or is going to enroll, in a nonpublic school that is not located in the school district of the parent's residence, parental consent is obtained before any personally identifiable information about the child is released between officials in the school district where the nonpublic school is located and officials in the school district of the parent's residence.



# Procedural Safeguards (OAC 3301-51-05)

## Policy

The school district of residence ensures that children with disabilities, their parents, and educational agencies are provided an opportunity to resolve disputes regarding identification, evaluation, or educational placement of a child with a disability or the provision of a free appropriate public education (FAPE).

## Procedure

### **THE EDUCATIONAL AGENCY:**

#### *PRIOR WRITTEN NOTICE*

The educational agency ensures a prior written notice:

- Is provided to the parents within thirty days, any time a prior written notice is required
- Provides the educational agency's proposed actions or refusal to act regarding the student's disability identification, evaluation or educational placement and/or provision of FAPE
- Is provided to the parent prior to implementing any changes regarding its proposals or refusals to initiate services
- Is provided to the parents prior to a change of placement that is a result of a disciplinary action
- Is written in understandable language to the general public
- Is provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so
- Is completed fully

The educational agency ensures the prior written notice includes:

- A description of the action proposed or refused by the educational agency
- An explanation of why the educational agency proposes or refuses to take the action
- A description of each evaluation procedure, assessment, record, or report the educational agency used as a basis for the proposed or refused action
- A statement that the parents of a child with a disability have protection under the procedural safeguards and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained
- A description of other options that the IEP team considered and the reasons why those options were rejected
- A description of other factors that are relevant to the school district's proposal or refusal
- An educational agency's contact information for parents to obtain assistance in understanding the provisions of this rule

If the native language or other mode of communication of the parent is not a written language, the educational agency provides written evidence that it took steps to ensure that:

- The notice is translated orally or by other means to the parent in the parent's native language or other mode of communication

- The parent understands the content of the notice

#### ***OPPORTUNITY TO EXAMINE EDUCATION RECORDS***

Affords the parent of a child with a disability an opportunity to inspect and review all education records with respect to the identification, evaluation, and educational placement of the child and the provision of FAPE to the child.

#### ***PARENT PARTICIPATION IN MEETINGS***

Ensures the parent of a child with a disability is afforded an opportunity to participate in meetings with respect to the identification, evaluation, and educational placement of the child, and the provision of FAPE to the child.

Provides the parent invitation notice consistent with the parent participation requirements to ensure that parents of children with disabilities have the opportunity to participate in meetings.

#### **A meeting does not include:**

- Informal or unscheduled conversations involving school district personnel
- Conversations on issues such as teaching methodology, lesson plans, or coordination of service provision
- Preparatory activities that school district personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting

#### ***PARENT INVOLVEMENT IN PLACEMENT DECISIONS***

Ensures that a parent of each child with a disability is a member of any group that makes decisions on the educational placement of the parent's child.

If neither parent can participate in a meeting in which a decision is to be made relating to the educational placement of their child, the school district must use other methods to ensure their participation, including individual or conference telephone calls, or video conferencing.

A placement decision may be made by a group without the involvement of a parent, if the school district is unable to obtain the parent's participation in the decision. In this case, the school district must have a record of its attempts to ensure their involvement.

#### ***INDEPENDENT EDUCATION EVALUATION AT PUBLIC EXPENSE***

An independent education evaluation (IEE) means an evaluation conducted by a qualified examiner who is not employed by the educational agency responsible for the education of the child. The IEE may be conducted at public expense.<sup>3</sup> "Public expense" means that the school district of residence either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent.

An IEE at public expense occurs after a parent disagrees with an evaluation completed by the educational agency. A parent is entitled to only one IEE at public expense each time the educational agency conducts an evaluation with which the parent disagrees, even if the parent had signed the evaluation team report (ETR) in agreement.

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<sup>3</sup> The parent can get a parent-paid IEE at any time.

Each educational agency must provide parents, upon request for an IEE at public expense, information about where an IEE may be obtained, and the educational agency's criteria applicable for an IEE.

The educational agency's IEE criteria must include the location of the evaluation and the qualifications of the examiner. The criteria must be the same criteria that the educational agency uses when it initiates an evaluation, and consistent with the parent's right to an IEE.

An educational agency may not impose conditions or timelines related to obtaining an IEE, except for the criteria described above.

If a parent requests an IEE, the educational agency must, without unnecessary delay, either

- File for a due process hearing to show that its evaluation is appropriate, or
- Provide the IEE, unless the educational agency demonstrates in a hearing that the evaluation obtained by the parent did not meet the educational agency's criteria.

If the educational agency files a due process complaint, and the final hearing officer's decision is that the district's evaluation is appropriate, the parent still has the right to an IEE, but not at public expense.

If a hearing officer requests an IEE as part of a hearing on a due process complaint, the cost of the evaluation must be at public expense.

The educational agency may ask why the parent objects to its evaluation. However, the educational agency may not require the parent to provide an explanation nor unreasonably delay either providing the IEE or filing a due process complaint to defend the educational agency's evaluation.

#### **PARENT INITIATED EVALUATIONS**

If the parent shares a private evaluation and the evaluation meets the IEE criteria:

- The educational agency must consider the evaluation in any decision regarding the provision of FAPE to the child.
- The evaluation may be presented by a party as evidence at a hearing on a due process complaint.

#### **THE SCHOOL DISTRICT:**

Provides every parent a copy of "[A Guide to Parents Rights in Special Education](#)," at minimum:

- To the parents of a child with a disability one time per school year
- Upon the initial referral or parent's request for evaluation, or
- Upon receipt of the first due process complaint in the current school year
- In accordance with the discipline procedures, and
- Upon request by a parent.

Makes reasonable efforts to obtain the informed consent from the parent in writing for an initial evaluation and re-evaluation to determine whether the child is a child with a disability.

Ensures a parent:

- is fully informed of all information relevant to the action the district intends to take
- receives that information in the parent's native language, or other primary mode of communication, and in understandable terms



- understands and agrees in writing to the district's intended action to be carried out by the consent. Whenever applicable, the consent must describe the action to be taken and list any records to be released and to whom
- understands that the granting of consent is voluntary and can be revoked at any time. If the parent revokes consent, the revocation starts on the date the consent was revoked

Understands that the parental consent for initial evaluation does not mean consent for initial provision of special education and related services.

If the child is a ward of the state and is not residing with the child's parent, the school district is not required to obtain informed consent from the parent for an initial evaluation to determine whether the child is a child with a disability if:

- The school district cannot discover the whereabouts of the parent of the child despite reasonable efforts to do so
- The rights of the parent of the child have been terminated in accordance with state law, or
- The rights of the parent to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.

The school district does not violate its child find and evaluation obligation if it declines to pursue the evaluation.

#### *PARENTAL CONSENT FOR REEVALUATION*

Each school district ensures informed parental consent is obtained prior to conducting any reevaluation of a child with a disability.

If the parent refuses to consent to the reevaluation, the school district of residence may, but is not required to, pursue the reevaluation by using the consent override procedures — including the mediation procedures or the due process procedures.

The school district of residence does not violate its obligation to the Administrative Code for child find and evaluation if it declines to pursue the reevaluation.

The informed parental consent need not be obtained if the school district can demonstrate that:

- It made reasonable efforts to obtain such consent, and
- The child's parent has failed to respond.

#### *PARENTAL CONSENT FOR CHANGE OF PLACEMENT*

A change of placement is a change from one option on the continuum of alternative placements to another, that affects the student's least restrictive environment (LRE).

Informed parental consent is obtained before making a change of placement of a child with a disability.

Informed parental consent does not have to be obtained before:

- A change of placement if the district of residence can demonstrate that it made reasonable efforts to obtain consent and the parent has failed to respond, or
- The change of placement is the result of a disciplinary action.

**REVOCATION OF PARENTAL CONSENT**

If the parent of a child revokes consent in writing for the continued provision of special education and related services, the school district shall not:

- Continue to provide special education and related services to the child, but shall provide prior written notice before ceasing the provision of special education and related services
- Use mediation procedures or the due process procedures in order to obtain agreement or a ruling that the services shall be provided to the child
- Be held in violation of the requirement to make FAPE available to the child for the failure to provide the child with further special education and related services, and
- Be required to convene an IEP team meeting or develop an IEP for the child for further provision of special education and related services.

**PARENTAL CONSENT FOR REEVALUATIONS**

The school district ensures informed parental consent is obtained to reevaluate.

The school district of residence does not violate its obligation under child find and reevaluations if it declines to pursue the due process hearing or mediation for the reevaluation.

Parental consent is needed for a functional behavioral assessment (FBA).

**THE SCHOOL DISTRICT OF RESIDENCE**

If the parent of a child does not provide consent for initial evaluation or reevaluation, or the parent fails to respond to a request to provide consent, the school district of residence may, but is not required to, pursue the initial evaluation of the child by using the consent override procedures of mediation or filing a request for a due process hearing.

**PARENTAL CONSENT FOR SERVICES**

The school district of residence ensures reasonable efforts to obtain informed consent from the parent are made for the initial provision of special education and related services to the child.

If the parent of the child refuses or fails to respond to a request to provide consent to the initial provision of special education and related services, the school district of residence will not:

- Use the due process procedures including the mediation procedures in order to obtain an agreement or a ruling that services may be provided to the child
- Be held in violation of the requirement to make FAPE available to the child, and
- Be required to convene an IEP team meeting or develop an IEP.

**SURROGATE PARENTS**

The idea of a surrogate parent was established to ensure that children with special education needs who do not have parental representation have the same protections as all other children eligible for special education services.

The surrogate parent has the right to participate just as a parent would, as defined in IDEA and Ohio Administrative Code, in all matters relating to special education decisions.

A school district of residence creates a surrogate parent selection process that includes how to:

- Determine whether a child needs a surrogate parent, and
- Assign a surrogate parent to the child.

The school district of residence ensures that a person selected as a surrogate parent:

- Is not an employee of the Department, the school district, or any other agency that is involved in the education or care of the child
- Has no personal or professional interest that conflicts with the interest of the child the surrogate parent represents
- Has knowledge and skills that ensure adequate representation of the child, and
- Has successfully completed the Department's parent training prior to acting on behalf of the child.

A surrogate parent is required to be appointed by the district of residence superintendent under the following circumstances:

- No parent can be identified
- The educational agency, after reasonable efforts, cannot locate a parent
- The child is a ward of the state under the laws of Ohio, or
- The child is an unaccompanied homeless youth as defined in Section 725 (6) of the McKinney-Vento Homeless Assistance Act.

In Ohio, a foster parent is not considered a "parent." Therefore, the superintendent of the district of residence may only appoint a foster parent as a surrogate parent if the foster parent meets the criteria and completes the surrogate parent training.

Whenever a child is placed in child protection custody and the parents have retained legal rights to make educational decisions and can be contacted by the educational agency to act as the parent on behalf of their child in the special education process, the educational agency must treat the parent as the educational decision maker. The educational agency cannot appoint a surrogate parent for a child when there is another person in the child's life who qualifies as a parent under IDEA and whose rights to make educational decisions for the child have not been terminated.

In the case of a child who is a ward of the state, the surrogate parent alternatively may be appointed by the judge overseeing the child's case, and the judge's appointee must meet the abovementioned criteria.

If a surrogate parent is appointed by a judge overseeing the child's case, upon the request of the judge, the school district of residence will confirm that the person appointed meets the requirements.

If a judicial decree or order identifies a specific person or persons to act as the "parent" of a child or to make educational decisions on behalf of a child, then such person or persons shall be determined to be the "parent."

In the case of a child who is an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogate parents without regard to the requirements for selecting a surrogate parent until a surrogate parent can be appointed that meets all of the abovementioned requirements.

In the case of a child who has reached the age of majority in the state of Ohio, the child may request a surrogate parent.

Assignment of surrogate parents is as follows:



- A surrogate parent shall be assigned as soon as possible but no later than 30 days from the date that it is determined that the child needs the surrogate.
- The school district of residence maintains the ultimate responsibility for the assignment of a surrogate parent for all students with disabilities residing in the district. If requested by the school district of residence and mutually agreed upon, the school district of attendance, county board of developmental disabilities (county board of DD), or other educational agency may appoint the surrogate parent.

The surrogate parent will:

- Represent the child in all matters relating to the identification, evaluation and educational placement of the child and the provision of FAPE to the child
- Review a child's educational records as needed to make informed special education decisions for the child
- When appropriate, provide consent to evaluation and re-evaluation
- Agree or disagree to the IEP, evaluation team report, and educational placement changes
- Disagree with or dispute the recommendations of the educational agency by requesting mediation, filing a formal written complaint, or by requesting a due process hearing



# Evaluation (OAC 3301-51-06)

## Policy

The educational agency ensures a referral process is in place to determine whether a child is a child with a disability.

The school district of residence ensures that all initial evaluations are conducted and reevaluations are completed for children residing within the district using the Department's required [evaluation team report form](#) (PR-06).

## Procedure

### **EDUCATIONAL AGENCY/SCHOOL DISTRICT/SCHOOL DISTRICT OF RESIDENCE**

#### *INTERVENTIONS*

Each educational agency uses a multi-disciplinary team to determine appropriate interventions to resolve concerns for any preschool or school-age child who is performing below grade-level standards. An educational agency ensures they do not use interventions to delay unnecessarily a child's evaluation and eligibility determination for special education services. The intervention and the evaluation can occur concurrently. If such interventions have not been implemented prior to referral for evaluation, appropriate interventions should be implemented during the same sixty-day time frame during which the school district conducts a full and individual evaluation.

#### *REQUEST/REFERRAL FOR EVALUATION*

Either a parent of a child or an educational agency may initiate a request for an initial evaluation to determine if the child is a child with a disability.

An educational agency will, within 30 days of receipt of a request for an evaluation, either obtain parental consent for an initial evaluation or provide to the parent a prior written notice stating that the educational agency does not suspect a disability and will not conduct an evaluation.

Screening for instructional purposes is not an evaluation. If a teacher or a specialist screens a child for instructional strategies for curriculum implementation, this screening is not an evaluation for special education and related services.

#### *EVALUATION PLANNING*

As part of the initial evaluation, and as part of any reevaluation, the evaluation team shall complete the [evaluation planning form](#) which guides the evaluation process. Information gathered through the evaluation process will be summarized in an evaluation team report (ETR).

#### *EVALUATION TEAM*

A group of qualified professionals and the parent of the child determines whether the child is a child with a disability, and the education needs of the child. The qualified professionals must be based on the student's needs and information being reviewed.

"Evaluation team for a child suspected of having a specific learning disability" means the parents and a group of qualified professionals, which must include:

- The child's regular teacher, or

- If the child does not have a regular education teacher, a regular classroom teacher qualified to teach a child of the child's age, or
- For a child of less than school-age, an individual qualified by the Department 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 teacher, and
- A representative of the school district of residence.

At a minimum, the representative of the school district must meet the following requirements:

- Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of the child
- Qualified to provide or supervise the provision of instruction in the preschool general education curriculum, if applicable
- Authorized to make decisions about the use of school district resources for special education and related services
- Qualified to interpret the instructional implications of evaluation results.

#### CONDUCTING A REVIEW

The evaluation team may conduct a review of existing evaluation data without a meeting.

#### SOURCE OF DATA

The educational agency must administer such assessments and other evaluation measures as needed to produce the data identified from the review of existing evaluation data.

#### INITIAL EVALUATION

The school district of residence ensures an evaluation is conducted before the initial provision of special education and related services. Either a parent of a child or an educational 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 parent prior written notice stating that the school district does not suspect a disability and will not be conducting an evaluation.

The initial evaluation:

- Must be conducted within 60 days of receiving parental consent for the evaluation
- Must consist of procedures to determine:
  - If the child is a child with a disability as defined in the definition section of the Operating Standards<sup>4</sup>
  - The educational needs of the child

#### TIMELINES

- The educational agency provides parents its intention to evaluate or not evaluate on a prior written notice. If the educational agency intends to evaluate, it must obtain consent from the parent within 30 days.
- Once the educational agency receives parental consent to evaluate, the evaluation must be completed within 60 days.

<sup>4</sup> Ohio Administrative Code 3301-51-10(B)(10)

***TIMELINE EXCEPTIONS***

The 60-day time frame does not apply to a school district if:

- The parent of a child repeatedly fails or refuses to produce the child for the evaluation, or
- A child enrolls in a new school district of residence after the relevant time frame begins and prior to a determination by the child's previous school district of residence as to whether the child is a child with a disability as defined in this rule.

This exemption only applies if the school district of residence is making sufficient progress to ensure a prompt completion of the initial evaluation, and the parent and school district agree to a specific time when the evaluation will be completed.

***CHILDREN WHO TRANSFER EDUCATIONAL AGENCIES IN THE SAME STATE***

An educational agency has 30 days from the date the prior educational agency's evaluation was received to either:

- Accept the evaluation from the prior educational agency, or
- Obtain consent for a reevaluation. A reevaluation under this section must be conducted within 60 days of parent consent.

The educational agency has a process for accepting the evaluation or obtaining consent for an initial evaluation when a child transfers from an out of state school.

***EVALUATION PROCEDURES***

The educational agency ensures prior written notice is provided to the parents of a child with a disability that describes any evaluation procedures the school district proposes to conduct.

The educational agency uses the evaluation [planning form](#).

In conducting the evaluation, the educational agency must use:

- 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:
  - Whether the child is a child with a disability as described in the definition section of the Operating Standards
  - The child's special education and related services, that enable the child to be involved in and progress in the general education curriculum (or for a preschool child to participate in appropriate activities)
- More than a single source of information 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
- Technically sound instruments that may assess the relative contribution of cognitive, behavioral, physical or developmental factors

***THE EDUCATIONAL AGENCY ENSURES:***

Assessments and other evaluation materials used to assess a child:

- Are selected and administered so as not to be discriminatory on a racial or cultural basis
- 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 do so

- Are used for the purposes for which the assessments or measures are valid and reliable
- Are administered by trained and knowledgeable personnel
- Are administered in accordance with any instructions provided by the producer of the assessments

Assessment 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.

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).

A 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. Preschool children must be assessed in the following developmental areas: adaptive behavior, cognition, communication, hearing, vision, sensory/motor function, social-emotional functioning, and behavioral function.

For assessments of children with disabilities who transfer from one educational agency to another educational agency in the same school year during an evaluation, the prior and subsequent educational agencies must coordinate to complete the evaluation as expeditiously as possible.

In evaluating each child with a disability, 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.

The assessment reports provide relevant information for professionals to determine the educational needs of the child.

#### **MEDICAL CONSULTATION**

A medical consultation is suggested for preschool or school-age children on a continuing basis, especially when school authorities observe that there has been a change in the child's behavior or educational functioning, or when new symptoms are detected.

The evaluation for preschool age children shall include the following specialized assessments:

- In cases where the disability is primarily the result of a congenital or acquired physical disability, a physical examination is to be completed by a licensed doctor of medicine or doctor of osteopathy.
- Vision examination is to be conducted by an eye care specialist in cases where the disability is primarily the result of a visual impairment.
- An audiological examination is to be completed by a certified or licensed audiologist in cases where the disability is primarily the result of a hearing impairment.

The educational agency is responsible for paying if it is requesting medical consultation because this is a fulfillment of its obligations to provide FAPE.

#### **ADDITIONAL REQUIREMENTS FOR EVALUATIONS**

Review of existing evaluation data on the child includes:

- Evaluations and information provided by the parents of the child
- Current classroom-based, local, or state assessments and classroom-based observations in multiple situations such as subject areas, settings, and with different instructors
- Observations by teachers and related services providers but the observation must be conducted by someone other than the teacher delivering the instruction
- 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
- Data from previous interventions, including:
  - Interventions that are designed to meet students' needs
  - For the preschool child, data from early intervention, community, or preschool program providers
- Any relevant trend data beyond the past twelve (12) months, including the review of current and previous IEPs

Identify any additional data needed, based on the review and the input from the child's parents to:

- Determine whether the child is a child with a disability, and the educational needs of the child; or 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
- Consider the present levels of academic achievement and related developmental needs of the child, and whether the child:
  - Needs special education and related services, or
  - Continues to need special education and related services, in the case of a reevaluation of a child, and
- Determine whether any additions or modifications are needed to enable the child to:
  - Meet the measurable annual goals in the IEP
  - Participate, as appropriate, in the general education curriculum

If the evaluation team or the IEP team determines that no additional data is needed to determine the child's eligibility or educational needs, the educational agency must notify the parents of:

- The determination and the reasons for the determination
- The right of the parents 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

#### **DETERMINATION OF ELIGIBILITY**

Upon completion of the administration of assessments and other evaluation measures:

- The evaluation team and the parent of the child determines whether the child is a child with a disability and the educational needs of the child
- The educational agency provides a copy of the evaluation team report (documentation of determination of eligibility) prior to the next IEP meeting and in no case later than 14 days from the date of eligibility determination; and at no cost to the parent

**EVALUATION TEAM REPORT**

Upon completion of the administration of assessments and other evaluation measures, the evaluation team must meet to review the components of the written evaluation report and to create the evaluation team report (ETR) which shall include:

- The individual evaluator's assessment
- The team summary
- If applicable, the specific learning disability documentation for determination
- Eligibility determination
- After the evaluation team meeting, the participants of the meeting must include names, titles and signatures, including the parent, and an indication of whether or not they are in agreement with the eligibility determination
- A statement of disagreement by any team member who is not in agreement with the team's determination of disability

**PROCEDURES FOR DETERMINING ELIGIBILITY AND EDUCATIONAL NEED**

In interpreting the evaluation data for eligibility determination and the educational needs, each educational agency must:

- Draw upon information from a variety of sources, including aptitude and achievement tests, parent input, and teacher recommendations, as well as information about the child's physical condition, social or cultural background, and adaptive behavior
- Ensure the 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, an IEP must be developed for the child within 30 days of the child's eligibility determination.

**SPECIAL RULE FOR ELIGIBILITY DETERMINATION**

A child cannot be determined to be a child with a disability if the determinant factor is:

- Lack of appropriate instruction in reading, including the essential components of reading instruction, or
- Lack of appropriate instruction in math, or
- Limited English proficiency.

**CHANGE IN ELIGIBILITY**

- An evaluation must be conducted prior to changing a child's eligibility or determining the child is no longer a child with a disability.
- An evaluation is not required if the child is graduating from secondary school with a regular high school diploma or due to age eligibility for provision of FAPE.
- Whenever a child's eligibility terminates due to graduation or aging out, a summary of academic achievement and functional performance must be provided prior to the child's graduation. It must include recommendations on how to assist the child in achieving the postsecondary goals.

**SPECIFIC LEARNING DISABILITY (SLD)**

The Department's criteria for determining whether a child has a specific learning disability ensures an educational agency:



- Does not require the use of a severe discrepancy between intellectual ability and achievement for determining whether a child has a specific learning disability
- Permits the use of a process based on the child's response to evidence-based intervention
- Permits the use of other alternative research-based procedures for determining whether a child has a specific learning disability

The educational agency ensures use of the state's criteria in determining whether a child has a SLD.

In addition, the educational agency must use the forms required by the Department, Evaluation Team Report [PR-06](#), and complete Part 3: *Documentation for Determining the Existence of a Specific Learning Disability* of PR-06 when the educational agency suspects the child has a SLD.

#### Additional team members for SLD determination:

The determination of whether a child suspected of having a specific learning disability is a child with a disability must be made by the following:

- The child's parents
- A team of qualified professionals
- At least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist, or remedial reading teacher, **and**
- The child's regular teacher, **or**
- If the child does not have a regular education teacher, a regular classroom teacher qualified to teach a child of his or her age, **or**
- For a child of less than school age, an individual qualified to teach a child of his or her age.

#### Determining the existence of a specific learning disability

The school district must develop written procedures for the implementation of any method used to determine the existence of a SLD that, at a minimum, incorporate guidelines developed by the Department and as specified in this rule.

The team members may determine that a child has a specific learning disability if:

- The child does not achieve adequately for the child's age or to meet state-approved grade-level standards, when provided with learning experiences and instruction appropriate for the child's age or state-approved grade-level standards, in one or more of the following areas:
  - Oral expression
  - Listening comprehension
  - Written expression
  - Basic reading skills
  - Reading fluency skills
  - Reading comprehension
  - Mathematics calculation
  - Mathematics problem solving
- The child does not make sufficient progress to meet age or state-approved grade-level standards when using a process based on the child's response to scientific, research-based intervention in one or more of the areas identified above, **or**
- 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, that is determined by the group (including parent, teachers, and related service providers) to be



relevant to the identification of a specific learning disability, using appropriate assessments, **and**

- The group determines that its findings are not primarily the result of the following:
  - A visual, hearing, or motor disability
  - An intellectual disability
  - Emotional disturbance
  - Cultural factors
  - Environmental or economic disadvantage, **or**
  - Limited English proficiency.

To ensure that underachievement in a child suspected of having a specific learning disability is not due to lack of appropriate instruction in reading or math, the group must consider, as part of the evaluation:

- Data that demonstrate that prior to, or as a part of, the referral process, the child was provided appropriate instruction in regular education settings, delivered by qualified personnel
- Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the child's parents

The educational agency must promptly request parental consent to evaluate the child to determine if the child needs special education and related services, and must adhere to the timeframes, unless extended by mutual written agreement of the child's parents and a group of qualified professionals:

- If, prior to a referral, a child has not made adequate progress after an appropriate period of time when provided instruction
- Whenever a child is referred for an evaluation

#### Evidence-based interventions

An evaluation may, but is not required to, utilize a process based on the child's response to evidence-based intervention to determine whether a child has a SLD. This process:

- Begins when sufficient data have been gathered and analyzed under conditions of targeted and intensive individualized intervention conditions, there is evidence of an inadequate response to intervention on the part of the child, and the group determines that the child's needs are unlikely to be met without certain specialized instruction in addition to the regular classroom instruction
- Employs interventions that are evidence-based and provided at appropriate levels of intensity, frequency, duration, and integrity, relative to the child's identified needs
- Is based on results of evidence-based, technically adequate assessment procedures that assess ongoing progress while the child is receiving evidence-based instruction, and that have been reported to the child's parents
- Includes the analysis of data to determine whether a disparity is present between 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
- May not be used to unnecessarily delay a child's evaluation for determining special education eligibility

**Observation**

The educational agency 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 members in determining whether a child has a specific learning disability must decide to:

- Use information from an observation in routine classroom instruction and monitoring of the child's performance that was done before the child was referred for an evaluation, or
- Have 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 parental consent is obtained.

In the case of a child of preschool age, a group member must observe the child in an environment appropriate for a child of that age.

**Specific documentation for the eligibility determination**

For a child suspected of having a specific learning disability, the documentation of the determination of eligibility must contain a statement of:

- Whether the child has a specific learning disability
- The basis for making the determination, including the justification that the determination has been made according to the eligibility process
- The relevant behavior, if any, noted during the observation of the child and the relationship of that behavior to the child's academic functioning
- The educationally relevant medical findings, if any
- Whether there is a determination of the existence of a specific learning disability
- If the child has participated in a process that assesses the child's response to evidence-based intervention:
  - The instructional strategies used and the student-centered data collected
  - The documentation that the child's parents were notified about:
    - The Department's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided
    - Strategies for increasing the child's rate of learning
    - The parents' right to request an evaluation

Each group member must certify in writing whether the report reflects the member's conclusion. If it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusions.

**ADDITIONAL PROCEDURES FOR IDENTIFYING CHILDREN WITH MULTIPLE DISABILITIES**

The evaluation team or the IEP team, including the parents of the child, may determine the child has multiple disabilities if the child exhibits:

- A combination of two or more areas of disability, except for a combination that includes a specific learning disability
- A severe or profound deficit in communication or adaptive behavior documented through the use of individually administered standardized instruments which have been validated for the specific purpose of measuring communication or adaptive behavior

**RE-EVALUATION TEAM**

*Re-evaluation team* means the IEP team and other qualified professionals.

A school district of residence must ensure that a reevaluation of each child with a disability is conducted.

- If the educational agency determines that the child's educational or related services needs, including improved academic achievement and functional performance, warrant a reevaluation, **or**
- If the child's parent or teacher requests a reevaluation, **or**
- In order to make a change in the disability category.

A reevaluation must occur at least once every three years but may not occur more than once a year unless the parent and educational agency agree otherwise. The educational agency and the parent may agree not to conduct a reevaluation, and this decision must be documented in a prior written notice.

If the team, including parent, deem a full evaluation is not necessary, the optional form [Agreement to Waive Reevaluation \(OP-4\)](#) can be used, or the educational agency's own form.



# Individualized Education Program (OAC 3301-51-07)

## Policy

The educational agency ensures that an IEP is developed and implemented for each child with a disability and that services identified in the child's IEP are provided as agreed upon with the child's school district of residence.

## Procedure

### **THE EDUCATIONAL AGENCY/SCHOOL DISTRICT/SCHOOL DISTRICT OF RESIDENCE:**

#### *CHILDREN ATTENDING OTHER EDUCATIONAL AGENCIES INCLUDING OTHER CARE FACILITIES*

The school district of residence:

- Ensures the development and implementation of an IEP for each child with a disability residing in the school district regardless of which educational agency implements the IEP
- Is responsible for initiating and conducting meetings for the purpose of developing, reviewing and revising the IEP of a child with a disability
- Follows the same procedural safeguards as it does for all children with disabilities when providing special education services for a child with a disability in another educational agency
- Keeps on file a copy of the child's current evaluation team report and the IEP
- Ensures that a child with a disability who is placed in or referred to a nonpublic school or facility by a public school district is provided special education and related services, at no cost to the parents, and the child's education meets the applicable academic standards
- Ensures the child maintains all the rights of a child with a disability who is served by a public school district

The educational agency:

Ensures cooperation with other educational agencies that serve children with disabilities in institutions or other care facilities to ensure that:

- These children have access to a free appropriate public education in their least restrictive environment, a regular public-school setting, when appropriate and as specified in the IEP
- A child with a disability who is placed in or referred to a nonpublic school or other care facility by a public school district is provided:
  - Special education and related services at no cost to the parents and in conformance with an IEP education that meets the IEP requirements
  - An education that meets applicable academic and operating standards and the standards of the educational agency
  - The rights of a child with a disability who is served by a public school district

Develops a process to ensure:

- Prior to the child's placement or referral to a nonpublic school or facility, the educational agency must initiate and conduct a meeting to develop an IEP for the child.
- The educational agency must ensure that a representative of the nonpublic school or facility attends the meeting, whether via a virtual platform or a conference call.
- Any IEP meeting initiated and conducted by the nonpublic school or facility must include the parents and public school district representative.
- Parents and the public school district representative are involved in any decision and agree to any proposed change in the IEP before those changes are implemented.
- Students' IEPs are implemented, appropriately developed to address the students' educational and behavioral needs and are written in compliance with state and federal regulations.
- The child's school district of residence is invited to the IEP team meetings. IEP team meetings should not occur without the school district or residence representation.

#### *CONTENTS OF AN INDIVIDUALIZED EDUCATION PROGRAM*

IEP contents must include the following:

- A statement that discusses the child's future:
  - The family and child's preferences and interests are an essential part of the planning process. The IEP team will document the planning information in the IEP.
- An acknowledgment of whether there are any special instructional factors.
- A statement of the child's present levels of academic achievement and functional performance, including:
  - 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
  - For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities.
- A statement of measurable annual goals, including academic and functional goals and benchmarks or short-term objectives designed to:
  - Meet the child's needs that resulted from the child's disability so that the child will be involved in and make progress in the general education curriculum
  - Meet each of the child's other educational needs that resulted from the child's disability
- A description of:
  - How the child's progress towards the annual goals will be measured
  - When periodic reports on the child's progress will be provided (such as using quarterly or other periodic reports, concurrent with the issuance of report cards)
  - How to align the alternate academic achievement standards in benchmarks or short-term objectives, for children who take the alternate assessment
- 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
- A statement of the program modifications or supports for school personnel that will be provided to enable the child:
  - To advance appropriately toward attaining the annual goals

- To be involved in and make progress in the general education curriculum, and to participate in extracurricular and other nonacademic activities
- To be educated and participate with other children with disabilities and nondisabled children in the activities
- An explanation as to the reason the child will not participate with nondisabled children in the regular class and activities
- A statement of appropriate individualized accommodations that are necessary to measure the academic achievement and functional performance of the child on state and districtwide assessments
- A statement based on the Alternate Assessment Participation Decision Making Tool completed by the IEP team that includes:
  - The reason the child cannot participate in the statewide or districtwide assessment of student achievement
  - The particular alternate assessment selected is appropriate for the child
- The projected date for the beginning of the services and modifications, and the anticipated frequency, location, and duration of those services and modifications

#### DEVELOPMENT OF AN IEP

The required IEP form is the [PR-07](#).

In developing each child's IEP, the IEP team must consider:

- The strengths of the child
- The concerns of the parents for enhancing the education of their child
- The results of the initial or most recent evaluation of the child
- The results of the child's performance on any state or district-wide assessment programs, as appropriate
- The academic, developmental and functional needs of the child

The IEP team must consider the following special factors:

- If the child's behavior impedes the child's learning or that of others, then consider the use of positive behavioral interventions and supports (PBIS) and other strategies to address that behavior.
- If the child has limited English proficiency, the child's language needs as those needs relate to the child's IEP
- If the child is blind or visually impaired:
  - Provide instruction in braille and the use of braille, unless the IEP team determines that based on the results of the evaluation, instruction in braille or the use of braille is not appropriate for the child
  - Conduct an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child's future needs for instruction in braille or the use of braille)
  - Ensure that additional requirements for IEPs for children who are blind or visually impaired are implemented
- The communication needs of the child, and for a child who is deaf or hard of hearing, consider:
  - The child's language and communication needs



- Opportunities for direct communications with peers and professional personnel in the child's language and communication mode
- Academic level
- Full range of needs, including opportunities for direct instruction in the child's language and communication mode
- Whether the child needs assistive technology devices and services

Progress reports are provided to parents of a child with a disability at least as often as report cards are issued to all children. If the district provides interim reports to all children, progress reports must be provided to all parents of a child with a disability.

#### **DETERMINING EXTENDED SCHOOL YEAR (ESY) SERVICES**

ESY services must be provided only if a child's IEP team determines that the services are necessary for the provision of FAPE to the child.

The IEP team should consider if extended school year services are necessary to:

- Prevent significant regression of skills or knowledge retained by the child to seriously impede the child's progress toward their educational goals
- Avoid something more than adequately recoupable regression of skills or knowledge

Extended school year services signify special education and related services:

- Are provided to a child with a disability beyond the normal school year of the educational agency, in accordance with the child's IEP
- At no cost to the parents
- Meet the standards of the Department

Extended school year services:

- May happen at any time the school is not in session
- Are provided beyond the normal school year of the educational agency which includes both the days of the school year and the hours of the school day
- Are not the same as summer school, compensatory services or enrichment programs
- Shall not:
  - Limit extended school year services to particular categories of disability, or
  - Unilaterally limit the type, amount or duration of those services.

Consideration for the IEP team:

- Extended school year services as part of the IEP process for children transitioning from Part C services. An educational agency shall not require any child to have previous school experience to receive extended school year services. The IEP team can use the data from Part C services.
- If the child's third birthday is during a time the school is not in session, the IEP team is not going to begin services on or before the break.
- The IEP team must determine whether the time the student will need to re-learn the skills lost is excessive, particularly compared to the time it takes nondisabled students to regain skills lost during a school break.
- The IEP team may need to collect further data and reconvene later in the school year to determine if extended school year services are needed. The team would then enter the date on the IEP when it plans to reconvene to make the determination based on data collected.

- The IEP team should consider emerging skills as part of the IEP process for children who are exhibiting beginning skillsets.
- The IEP team must consider extended school year services as part of the IEP process for children transition from part C services. A school district shall not require any child to have previous school experience to receive extended school year services. Based upon data available from the part C system, the IEP team shall determine if extended school year services are required.

Denial of ESY can be a denial of FAPE.

#### *POST-SECONDARY TRANSITION*

If the child will be 14 years old before the end of this IEP, the educational agency must do the following:

- Notify the parent that the purpose of the meeting will be to consider postsecondary goals and transition services for the child.
- Invite the child to the meeting.
- Identify any other agency that will be invited to send a representative, if the parent consents.
- Identify the transition service needs of the child, including the child's courses of study (such as participation in advanced-placement courses or a vocational education program).
- Identify appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills.
- Review and update postsecondary goals annually.

The IEP team may decide to include the child at a younger age, if determined appropriate.

#### *COMPONENTS OF THE POST-SECONDARY TRANSITION SECTION OF THE IEP*

Prior to or by the 14<sup>th</sup> birthday, the child must complete an age-appropriate transition assessment and the IEP must include:

- Post-secondary training and education
- Competitive integrated employment
- Independent living, if applicable
- Appropriate measurable goals based on the age-appropriate assessment for:
  - Postsecondary training and education
  - Competitive integrated employment
  - Independent living (if assessment data supports the need)
- The courses of study
- The transition services/activities needed to assist the child in reaching those goals

#### *FAILURE TO MEET TRANSITION OBJECTIVES*

If a participating agency other than the educational agency fails to provide the transition services described in the IEP, the educational agency must reconvene the IEP team to identify alternative strategies to meet the transition objectives written in the IEP.

There is nothing in the Operating Standards that relieves any educational agency, including a state vocational rehabilitation agency, of the responsibility to provide or pay for any transition service that

the agency would otherwise provide to children with disabilities who meet the eligibility criteria of that agency.

#### *NON-ACADEMIC AND EXTRACURRICULAR ACTIVITIES*

All students with disabilities, including parentally-placed students in nonpublic schools, are afforded the opportunity to participate in any non-academic and extracurricular activities as their nondisabled peers.

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

The educational agency ensures written least restrictive environment policies and procedures requirements are met.

The educational agency shall ensure 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.

Special classes, separate schooling, or other removal of children with disabilities from the regular education 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 cannot be achieved satisfactorily.

#### *CONTINUUM OF ALTERNATIVE PLACEMENT*

Each educational agency must ensure that a continuum of alternative placement is available to meet the needs of children with disabilities. The continuum of alternative placement may include instruction in one or more of these environments during the school day:

- Regular classes – general education with or without supplemental aids/services
- Special classes – resource room or self-contained classroom
- Special schools; separate schools
- Home instruction
- Hospitals, residential treatment, and institutions

Educational agencies ensure provisions are made for supplementary services (such as resource room or itinerant instruction) in conjunction with regular class placement.

#### *EDUCATION PLACEMENT*

In determining the educational placement of a child with a disability, including a preschool child with a disability, each educational agency must ensure that the placement decision is:

- Made by a group of qualified professionals, including the parents and other persons knowledgeable about the child
- Based on the interpretation of the evaluation data, and the placement options
- Made in conformity with the least restrictive environment provisions

#### The child's placement is:

- Determined at least annually
- Based on the child's IEP
- 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. Location does not mean placement. For example, if an educational agency has one multiple disability classroom and it is not in the school building closest to the child's



home, that is not a change on the continuum. The services and access to general education peers are not changing.

In selecting the LRE, consideration is given to any potential harmful effect on the child or on the quality of services that the child needs, and the child is not removed from being educated in an age-appropriate general education classroom solely because of modifications in the general education curriculum.

Placing a child on virtual school due to behavior is a change of placement because the child is receiving IEP services in an alternate setting.

#### **STATEWIDE AND DISTRICTWIDE TESTING**

The educational agency must have a procedure for testing all children with disabilities to ensure the provision of their accommodations as written in the IEP.

The educational agency ensures that students with disabilities are included in general state- and districtwide assessment programs. Federal laws provide clear expectations that states will align achievement assessments with academic content standards. In Ohio, these are the three ways to assess student achievement of academic content standards:

- Participation in the general assessment with universal or designated supports (most students)
- Participation in the general assessment with allowable accommodations (some students with disabilities and English learners)
- Participation in an alternate assessment (small number of students with the most significant cognitive disabilities)

Accommodations for students with disabilities must be documented on the IEPs. Other accessibility features are not required to be documented to be provided. However, if there is an accessibility feature that an IEP team wants to ensure a student receives, the IEP team should document the feature on the student's IEP.

#### **IEP SIGNATURE**

Only the initial IEP requires parents' signature to implement the IEP.

IEP annual reviews, revisions, and amendments do not require a parent's signature to implement the IEP, unless there is a change in placement. Ohio does not require a signature (section 15 of the IEP) but requires the parent to participate in the meetings/decisions. The parent would have signed the participant page of the IEP.

**Initial IEP:** A parent may give consent to the full IEP services, for partial IEP services, or refuse all services.

**Annual review IEP:** A parent may sign in agreement with the implementation of the IEP or sign in disagreement to specific services in the IEP.

The parent is required to provide consent for a change in placement.

#### **INITIAL IEP**

The initial IEP must be developed within 30 calendar days of the eligibility determination that the child needs special education and related services.

For an initial IEP, the parent must provide consent by signing to implement:

- The special education and related services as specified in the IEP, or
- Certain areas in the IEP, or
- Not initiating special education and related services as specified in the IEP.

#### Eye examination for initial IEPs

The educational agency in which the child is enrolled ensures that parents are notified that the child is required to undergo a comprehensive eye exam within three months of starting IEP services, unless the child underwent such an examination within the nine-month period immediately prior to being identified with disabilities.

No student shall be prohibited from initiating, receiving, or continuing to receive IEP services prescribed in the student's IEP because he or she has not undergone the required eye examination.

#### IEP TEAM MEMBERS

Required members of the IEP team include:

- The child's parents
- At least one general education teachers, if the child is or may be participating in the regular education environment
- At least one special education teacher of the child or, where appropriate, a special education provider of the child
- An educational agency may designate an educational agency member of the IEP team to serve as the educational agency representative. A representative of the educational agency who:
  - Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities
  - Knows the general education curriculum
  - Knows about the availability of resources of the educational agency
- Someone who can interpret the instructional implications of the evaluation results, who may be one of the team noted previously
- Individuals who have knowledge or special expertise regarding the child, including related services personnel, can be invited based on the parents or educational agency determination
- The child must be invited to all IEP meetings starting at age 14 (if appropriate at a younger age)
- Note: The related service provider is not a required team member, unless the related service is the only specially designed instruction that the student receives. Then the related services provider takes the place of the intervention specialist as a required team member.

#### ADDITIONAL IEP TEAM MEMBERS FOR CHILD UNDER PART C (EARLY INTERVENTION)

At the request of the parent, an invitation to the initial IEP team meeting must be sent to the early intervention service coordinator or another representative to assist with the smooth transition of services.

#### IEP MEETINGS

##### Parent participation

The educational agency ensures that one or both parents of a child with a disability are present at each IEP team meeting or are afforded the opportunity to participate, including:



- Notifying the parents of the meeting in a reasonable time to ensure that they will have an opportunity to attend
- Scheduling the meeting at a mutually agreed upon time and place

#### Parent invitation

A notice to a parent regarding an IEP meeting includes the following:

- The purpose
- Time and location of the meeting
- Who will be in attendance:
  - A list of individuals invited, such as the early intervention service coordinator or other representatives of the Part C system at the initial IEP meeting
  - Individuals who have knowledge or special expertise about the child
- If the IEP will be in effect when the child turns 14, and if determined appropriate by the IEP team, the notice must indicate:
  - The child will be invited to the meeting
  - The purpose of the meeting must include:
    - The development of a statement of postsecondary transition services needs
    - Consideration of the postsecondary goals and transition services
  - Any other agency identified as a representative of the child

#### Other methods to ensure parents participation

If neither parent can attend an IEP team meeting, the educational agency uses other methods to ensure parent participation, including individual or conference telephone calls, virtual meetings consistent with and related to alternative means of meeting participation.

#### Conducting an IEP team meeting without a parent in attendance

The educational agency keeps a record of its attempts to arrange a mutually agreed upon time and place, such as:

- Detailed records of telephone calls made or attempted and the results of those calls
- Copies of correspondence sent to the parents and any responses received
- Detailed records of visits made to the parents' home or place of employment and the results of those visits

A meeting can be conducted without a parent in attendance if the abovementioned attempts have been unsuccessful.

#### General education teacher requirement

A general education teacher who is a member of a child's IEP team, must participate in the development of the IEP, including the determination of:

- Appropriate positive behavioral interventions and supports and other strategies for the child
- Supplementary aids and services, program modifications and support for school personnel

#### Secondary Transition services participants

- The educational agency invites a child with a disability to attend the child's IEP team meeting if a purpose of the meeting will be the consideration of the postsecondary goals for the child and the transition services needed to assist the child in reaching those goals.

- If the child does not attend the IEP team meeting, the educational agency takes other steps to ensure that the child's preferences and interests are considered.
- The educational agency invites a representative of any participating agency that is likely to be responsible for providing or paying for transition services with the consent of the parents or a child who has reached the age of majority.

#### IEP Team attendance and excusal

- All IEP team members are required to participate in the meetings.
- A member of the IEP team is not required to attend an IEP team meeting, in whole or in part, if the parent of a child with a disability and the educational agency agrees, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting.
- A member of the IEP team may be excused from attending an IEP team meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if:
  - The parent and the educational agency consent to the excusal in writing
  - The member submits in writing their input into the development of the IEP to the parent and the IEP team prior to the meeting

#### Use of interpreters

The educational agency takes necessary measures to ensure that the parent understands the proceedings of the IEP team meeting, such as arranging for an interpreter for parents with deafness or whose native language is other than English or any other necessary accommodations.

#### IMPLEMENTATION OF IEPs

Each educational agency ensures the IEP is developed and implemented for each child with a disability, and the services identified in the child's IEP are provided as agreed upon with the child's school district of residence.

Each child identified as a child with a disability within its jurisdiction has an IEP on or before the child's third birthday and at the beginning of each subsequent school year.

The IEP shall be implemented as soon as possible following the IEP meeting or within 30 days of special education eligibility determination.

#### Accessibility of IEP to teachers and others

The educational agency ensures that the child's IEP is accessible to each regular education teacher, special education teacher, related services provider, and any other service provider who is responsible for implementing the IEP, and that each teacher and provider is informed of:

- The teacher's and provider's specific responsibilities related to implementing the child's IEP
- The specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP

#### PROGRESS REPORT

IEP and transition progress reports must include:

- A description of progress toward the completion of the IEP goals and transition services provided to the parent at least as often as report cards are issued to all children

- If the school district provides interim reports to all children, progress reports are provided to all parents of a child with a disability concurrent with the issuance of progress reports for students without a disability.

#### **REVIEW AND REVISION OF IEPs**

The educational agency ensures the IEP team:

- Reviews the child's IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved
- Revises the IEP, as appropriate, to address:
  - Any lack of expected progress toward the annual goals and in the general education curriculum, if appropriate
  - The results of any reevaluation conducted
  - Information about the child provided to, or by, the parents
  - The child's anticipated needs or
  - Other matters

In conducting a review of the child's IEP, the IEP team must consider the special factors.

A regular education teacher of the child, as a member of the IEP team, must participate in the review and revision of the IEP of the child.

#### **AMENDMENT AND MODIFICATION OF IEP**

If changes are needed to be made to an IEP after the annual IEP review, the parent of a child with a disability and the educational agency may agree to not reconvene a full IEP team meeting for the purposes of making those changes to the IEP, but may develop a written document to amend or modify the child's current IEP.

If the IEP team amends or modifies the current IEP, the educational agency ensures that the child's full IEP team, teachers, and providers are informed of those changes.

The annual review date for the amended or modified IEP does not change. The review date will change upon a complete review and revision of the child's IEP.

After amending the IEP, the educational agency must send a copy of the amended IEP to the parent within 30 days of the date the IEP was amended.

#### **IEP TRANSFERS**

##### **IEPs for children who transfer school districts in the same state**

When a child with an IEP in effect transfers within Ohio and enrolls in a new educational agency within the same school year, the new educational agency (in consultation with the parents) must provide FAPE to the child (including services comparable to those described in the child's IEP from the previous educational agency), until the new educational agency either:

- Adopts the child's IEP from the previous educational agency, or
- Develops and implements a new IEP that meets the requirements of the Operating Standards **within 30 days.**



**IEPs for children who transfer from another state**

When a child with an IEP that had been in effect in another state transfers to an educational agency in Ohio and enrolls within the same school year, the new educational agency (in consultation with the parents) ensures FAPE (including services comparable to those described in the child's IEP from the previous out of state school) is provided to the child, until the new educational agency decides if it needs to:

- Adopt the out of state IEP (if determined to meet Ohio requirements, or
- Conduct an initial evaluation (if determined to be necessary by the new school district), or
- Develop and implement a new IEP that meets the requirements of the Operating Standards.

***TRANSFER OF RIGHTS AT AGE OF MAJORITY***

When a child with a disability reaches the age of majority under Ohio law (eighteen years of age), all rights accorded to parents under Part B of the IDEA usually transfer to the child.

- By the child's 17<sup>th</sup> birthday, the IEP must include a statement that the child has been informed of the child's rights that will transfer to the child on reaching the age of majority (18 years old).
- The parent and the child must sign and date this section of the IEP.

For children who are incarcerated in an adult or juvenile state or local correctional institution, the educational agency must provide notice to the parent and child of the transfer of rights at age of majority.

All education rights that the parent had would transfer at age of majority to the child who is incarcerated in an adult or juvenile state or local correctional institution.

***INCARCERATED YOUTH***

The IEP team must amend the child's IEP to address placement at the juvenile detention center or adult jails and make amendments to the IEP as necessary to ensure FAPE is provided to the child.

***TRANSMITTAL OF EDUCATION RECORDS BETWEEN EDUCATIONAL AGENCIES***

The new educational agency must obtain the child's education records within 30 days of the child's enrollment, including the IEP and supporting documents, as well as any other records relating to the provision of special education or related services to the child, from the previous educational agency in which the child was enrolled.

All special education records must be transferred to the new educational agency or nonpublic school regardless of fees owed to the educational agency.

The previous educational agency must respond to the request for the education records within 30 days of the notification of the child's enrollment into the new educational agency.



# Student Discipline

## Policy

The school district of residence ensures that children with disabilities, their parents, and public agencies are provided an opportunity to resolve disputes regarding identification, evaluation, or educational placement of a child with a disability or the provision of a free appropriate public education (FAPE).

## Procedure

### **THE EDUCATIONAL AGENCY:**

#### *REMOVALS*

May remove a child with a disability who violates a code of student conduct from his or her current placement for not more than 10 consecutive school days. The regulation does not permit using repeated disciplinary removals of 10 school days or less as a means of avoiding the change in placement options.<sup>5</sup>

#### *CHANGE OF PLACEMENT BECAUSE OF DISCIPLINARY REMOVALS*

For purposes of removals of a child with a disability from the child's current educational placement, a change of placement occurs if:

- The removal is for more than 10 consecutive school days, **or**
- The child has been subjected to a series of removals that constitute a pattern because:
  - The series of removals total more than 10 school days in a school year
  - The child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals and
  - Additional factors, such 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

Determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.

#### *REMOVAL NOTIFICATION*

Notifies parent of the decision to remove a child from his or her current placement on the date the educational agency makes the decision and provides the parent with the procedural safeguard notice.

Provides prior written notice to the parent of a child with a suspected or confirmed disability prior to a change in placement that is a result of a disciplinary action.

#### *MANIFESTATION DETERMINATION*

Conducts a manifestation determination review within 10 school days of any decision to change the child's placement because of a misconduct violation.

The educational agency and the relevant IEP team members, including parents, must:

<sup>5</sup> Federal register, vol 71 no. 156 page 46715

- Review all relevant information in the child's file, including the child's IEP, teacher's observations, and any relevant information provided by the parents
- Determine if the conduct in question was caused by the child's disability, or if it was the direct result of the educational agency's failure to implement the child's IEP

If the misconduct was determined to be a manifestation of the child's disability, the IEP team must:

- Conduct a functional behavioral assessment (FBA), **or**
- If an FBA was completed before the behavior that resulted in the change of placement occurred, review the behavior intervention plan (BIP) and modify as needed to address the behavior, and
- Return the child to their prior placement unless the team determined otherwise based on the BIP

If the change of placement is more than 10 days and the manifestation determination hearing concluded that the child's behavior which resulted in the violation was not related to the disability, then the educational agency can proceed as it would with a nondisabled child.

If the removal is a change of placement, the educational agency must provide the parent a prior written notice and the child's IEP team must determine:

- The appropriate services
- The interim alternative educational setting for the child to receive special education and related services

### **SERVICES**

Must, for a child with a disability who has been removed from the child's current placement:

- Continue to provide 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
- Conduct a functional behavioral assessment
- Provide behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur

The services required may be provided in an interim alternative educational setting.

After a child with a disability has been removed from the child's current placement for ten school days in the same school year, if the current removal is for not more than ten consecutive school days and is not a change of placement under this rule, school personnel, in consultation with at least one of the child's teachers, determine the extent to which services are needed 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.

Is only required to provide services during periods of removal to a child with a disability who has been removed from the child's current placement for ten school days or less in that school year, if it provides services to a child without disabilities who is similarly removed.

Although not required, educational agencies are encouraged to provide services during such short-term removals to assist children with disabilities to continue to make progress toward their IEP goals

and prevent them from falling behind. (See OSEP's Questions and Answers: Addressing the Needs of Children with Disabilities and IDEA's Discipline Provisions July 19, 2022.)

#### ***SPECIAL CIRCUMSTANCES***

School personnel may remove a student 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:

- Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of the Department of Education and Workforce or an educational agency
- 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 an educational agency, or
- Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of an educational agency.

#### ***PROTECTIONS FOR CHILDREN NOT DETERMINED ELIGIBLE FOR SPECIAL EDUCATION AND RELATED SERVICES***

A child who has not been determined to be eligible for special education and related services but who has engaged in behavior that violated a code of student conduct may assert any of the protections provided under IDEA if the educational agency had knowledge that the child was a child with a disability before the behavior that precipitated the disciplinary action occurred.

#### ***AN EDUCATIONAL AGENCY'S BASIS OF KNOWLEDGE***

An educational agency has knowledge that a child is a child with a disability before the behavior that precipitated the disciplinary action occurred, if:

- The parent of the child expressed concern in writing that the child is in need of special education and related services to:
  - A supervisory or administrative personnel of the appropriate educational agency, **or**
  - A teacher of the child
- The parent of the child requested an evaluation of the child, or
- The teacher of the child, or other personnel of the educational agency, expressed specific concerns about a pattern of behavior demonstrated by the child directly to the director of special education of the educational agency or to other supervisory personnel of the educational agency.

An educational agency would not be deemed to have knowledge if the parent of the child:

- Did not allow an evaluation of the child, or
- Refused services, or
- After an evaluation, the child was determined to not be a child with a disability.

#### ***CONDITIONS THAT APPLY IF NO BASIS OF KNOWLEDGE***

If an educational agency does not have knowledge that a child is a child with a disability prior to taking disciplinary measures against the child, the child may be subjected to the disciplinary measures applied to children without disabilities who engage in comparable behaviors.

If a request is made for an evaluation of a child during the time period in which the child is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner.



Until the evaluation is completed, the child remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.

The educational agency eligibility determination decision must take into consideration information from the evaluation conducted by the educational agency and information provided by the parents.

If the child is determined to be a child with a disability, the agency must provide special education and related services.

***REFERRAL TO AND ACTION BY LAW ENFORCEMENT AND JUDICIAL AUTHORITIES***

May report a crime committed by a child with a disability to appropriate authorities or state law enforcement and judicial authorities.



# Non-Public Schools (OAC 3301-51-08)

## Policy

Each educational agency locates, identifies, and evaluates all children with disabilities who are enrolled by their parents in private schools, including religious, elementary schools, and secondary schools, located in the educational agency's geographical boundaries.

Each school district ensures equitable services and participation for eligible children who are attending a chartered or non-chartered nonpublic school located within the district's geographical boundaries.

The school district ensures timely and meaningful consultation with the chartered and non-chartered nonpublic school officials to determine if any children attending those nonpublic schools are eligible for equitable services.

## Procedure

### **THE EDUCATIONAL AGENCY:**

#### *CHILD FIND FOR PARENTALLY PLACED NONPUBLIC SCHOOL CHILDREN WITH DISABILITIES*

The child find process must be designed to ensure:

- The equitable participation of parentally placed private school children
- An accurate count of those eligible children

#### *DISTRICT PLACEMENT IN NONPUBLIC SCHOOLS*

Before a public school district places a child with a disability in, or refers a child to, a nonpublic school or facility, the district must initiate and conduct a meeting to develop an IEP for the child in accordance with the IEP rule.

The educational agency must ensure that a representative of the nonpublic school or facility attends the meeting. If the representative cannot attend, the educational agency must use other methods to ensure participation by the nonpublic school or facility, including individual or conference telephone calls or virtual meetings.

After a child with a disability enters a nonpublic school or facility, any meetings to review and revise the child's IEP may be initiated and conducted by the nonpublic school or facility at the discretion of the public educational agency.

If the nonpublic school or facility initiates and conducts these meetings, the public educational agency must ensure that the parents and an educational agency representative:

- Are involved in any decision about the child's IEP
- Agree to any proposed changes in the IEP before those changes are implemented

Even if a nonpublic school or facility implements a child's IEP, responsibility for compliance with this rule remains with the public educational agency and the Department.

**CONSULTATION**

To ensure timely and meaningful consultation, the school district where the nonpublic school is located must consult with nonpublic school representatives and representatives of parents of parentally placed nonpublic school children with disabilities during the design and development of special education and related services for the children regarding the child find process:

- How parentally placed nonpublic school children suspected of having a disability can participate equitably
- How parents, teachers, and nonpublic school officials will be informed of the process

In carrying out the requirements of child find, the educational agency must undertake activities similar to the activities undertaken for the educational agency's public-school children.

When conducting child find, evaluations and service activities, the educational agency where the nonpublic school is located must follow all the IDEA and the FERPA confidentiality requirements when serving children with disabilities attending chartered and non-chartered nonpublic schools.

**OUT-OF-STATE PARENTALLY PLACED CHILDREN**

Children from out of state who are parentally placed in an Ohio nonpublic school fall under the child find obligation. Each educational agency must fulfill its child find obligations for parentally placed children including religious, elementary schools and secondary schools located in the education agency's geographical boundaries whose residence is in another state.

The child find process must be completed in a time period comparable to that for students attending public schools in the educational agency's geographical boundaries.

The cost of child find requirements, including individual evaluations, may not be considered in the determination that the educational agency has met its obligation to expend proportionate share funds to provide equitable services.

**EVALUATIONS**

The public school district in which the nonpublic school is located is responsible for conducting the evaluations either directly or through contract.

District of residences are responsible for conducting the evaluations of homeschooled children.

**IEP AND INDIVIDUALIZED SERVICES PLAN**

Only the public school district in which the nonpublic school is located can develop an individual service plan (ISP). The public school district must initiate and conduct meetings to develop, review, and revise a services plan and ensure that a nonpublic school representative attends each meeting.

**Consultation process**

The consultation process among the school district where the nonpublic school is located, nonpublic school officials, and representatives of parents of parentally placed nonpublic school children with disabilities, including how the process will operate throughout the school year to ensure that parentally placed children with disabilities identified through the child find process can meaningfully participate in special education and related services.

**Provision of special education and related services**

How, where, and by whom special education and related services will be provided for parentally placed nonpublic school children with disabilities, including a discussion of:

- The types of services, including direct services and alternate service delivery mechanisms
- How special education and related services will be apportioned if funds are insufficient to serve all parentally placed nonpublic school children
- How and when those decisions will be made
- Written explanation by the school district regarding services

If the school district where the nonpublic school is located disagrees with the views of the nonpublic school officials on the provision of services or the types of services (whether provided directly or through a contract), the school district where the nonpublic school is located shall provide to the nonpublic school officials a written explanation of the reasons why the school district chose not to provide services directly or through a contract.

The services plan must:

- Be developed to meet IEP requirements as outlined in the IEP rule and to the extent appropriate
- Be individually developed for each participating child using the services plan form, i.e., IEP form, included in the school districts' approved forms
- Be developed, reviewed, and revised consistent with the IEP requirements

Homeschooled and parentally placed children who accept the Jon Peterson Special Needs or Autism Scholarship give up the right to FAPE.

**THE SCHOOL DISTRICT OF RESIDENCE**

Is not required to pay for the cost of FAPE of a child with a disability at a nonpublic school or facility if:

- The school district of residence made FAPE available to the child in the public school, **and**
- The parents elected to place the child in the nonpublic school or facility.



# Transportation (OAC 3301-51-10)

## Policy

The public school district ensures transportation is provided for a child if transportation is written in the IEP as a related service.

The public school district ensures transportation is provided to a parentally placed nonpublic school child with a disability if it is necessary for the child to benefit from or participate in the services.

## Procedure

School district means city, local, exempted village, educational service center, community school, STEM school, boarding school, or county board of developmental disabilities, for purposes of this rule.

Special transportation means vehicle transportation service required by the individualized education program of a child with disabilities or any applicable state or federal law

Children with disabilities in this rule refers to those ages 3-21.

### **THE SCHOOL DISTRICT**

Ensures that:

- Transportation is provided to and from school, between schools, and in and around school buildings during normal school hours and outside of normal school hours if included on the child's individualized education program
- The school district establishes when the child's needs are such that information to ensure the safe transportation and well-being of the child is necessary to provide such transportation

Weekend travel on Saturday or Sunday for residential schools is permitted.

### **COMMUNITY SCHOOL:**

A community school governing authority shall provide or arrange transportation free of any charge for any child with disabilities enrolled in the school for whom the child's individualized education program specifies transportation in accordance with section 3314.091 of the Revised Code.

### **PARENTALLY PLACED:**

For transportation purposes, a child with disabilities that is parentally placed in a nonpublic school shall be entitled to transportation the same as any child without disabilities attending a nonpublic school in accordance with section 3327.01 of the Revised Code.



# Comprehensive Coordinated Early Intervening Services

## Policy

The school district ensures use of 15% of its IDEA Part B allocation for comprehensive coordinated early intervening services (CCEIS) if the Department determines that a district has significant disproportionality based on race or ethnicity with respect to the identification of children with disabilities, the identification of children in specific disability categories, the placement of children with disabilities in particular educational settings, or the taking of disciplinary actions.

## Procedure

Comprehensive coordinated early intervening services include:

- Activities that include professional development, educational and behavioral evaluations, services and supports to the identified student population as described above
- A review and assessment of the factors contributing to the significant disproportionality, including a lack of access to scientifically based instruction; economic, cultural or linguistic barriers to appropriate identification or placement in particular educational settings; inappropriate use of disciplinary removals; lack of access to appropriate diagnostic screenings; differences in academic achievement levels, and
- A review of the policies, practices, or procedures contributing to the significant disproportionality, including a policy, practice, or procedure that results in a failure to identify, or the overidentification of, a racial or ethnic group (or groups).

When identified as significantly disproportionate, the district must use 15% of its IDEA Part B Allocation to serve children ages three through grade 12, particularly, but not exclusively, children in those groups identified as significantly disproportionate:

- Children who are not currently identified as needing special education or related services, but who need additional academic and behavioral support to succeed in a general education environment
- Children with disabilities, but not limited only to such children
- Preschool children

Funds must be expended within the period of availability of the fiscal year in which the funds were reserved. The amount budgeted for comprehensive coordinated early intervening services and the budget narrative of the use of funds must be documented in the district's IDEA Part B grant application for the fiscal year in which the funds were reserved.

Educational agencies that are mandated to budget and expend 15% of their IDEA Part B allocation for these services are obligated to track and report the following:

- The amount of the reserved funds that are expended within a fiscal year and any carryover of unexpended funds to the following fiscal year
- The number of students who receive comprehensive coordinated early intervening services

- Of those students who received comprehensive coordinated early intervening services, the number who subsequently received special education and related services within two years after receiving comprehensive coordinated early intervening services

# Glossary

## College Credit Plus (CCP)

CCP classes are college-level courses that permit students to earn college credit while earning credits to graduate from high school. CCP courses must meet certain standards to maintain college-level accreditation. Districts are not required to implement individualized education programs (IEPs) for CCP classes and college-level courses may not be permitted to implement every accommodation and modification listed in a student's IEP.

## Destruction

Destruction means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.

## Educational Agency

- School districts, including school districts of service, open enrollment school districts, community schools
- The Ohio Department of Youth Services, and joint vocational school districts
- Juvenile justice facilities, educational service centers, county boards of developmental disabilities
- Any department; division; bureau; office; institution; board; commission; committee; authority; or other state or local agency, other than a school district or an agency administered by the Department of Developmental Disabilities, that provides or seeks to provide special education or related services to children with disabilities, unless [Chapter 3323](#) of the Revised Code or a rule adopted by the state board of education specifies that another school district, other educational agency, or other agency, department, or entity is responsible for ensuring compliance with Part B of the IDEA.

## Education Records

Records that are directly related to a student and are maintained by an educational agency or institution or by a party acting for the agency or institution and covered under the definition of "education records" in 34 C.F.R. Part 99 (January 14, 2013) (the regulations implementing the Family Educational Rights and Privacy Act of 1974, August 1974, 20 U.S.C. 1232g (FERPA))

## Free Appropriate Public Education (FAPE)

Free appropriate public education (FAPE) means students receive special education and related services that are provided at public expense, under public supervision and direction, and without charge; those services meet the standards of the Department; include an appropriate preschool, elementary school, or secondary school education; and are provided in conformity with a student's Individualized Education Program (IEP).

## Individualized Education Program (IEP)

An IEP means a written statement for each child with a disability that is developed, reviewed, and revised in a meeting.

## Initial Evaluation Team

The initial evaluation team includes the parents and a group of qualified professionals.

## Informed Parental Consent

The parent:

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

## Least Restrictive Environment (LRE)

Children with disabilities must be educated in the same environment as children without disabilities as much as possible based on the children's needs. For specific requirements of LRE, see [Ohio Administrative Code 3301-51-09](#).

## Modification

- Changes what a student is taught or expected to learn
- Modifications to grade-level learning change the expectation to learn the full breadth and/or depth of content

## Parent

- A biological or adoptive parent of a child (**Exception:** unless biological or adoptive parent lacks legal authority to make educational decision for the child)
- A guardian generally authorized to act as the child's parent, or authorized to make educational decisions for the child (but not if the child is a ward of the State)
- 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, or
- A surrogate parent who has been appointed.



## Participating Agency

Any agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of the IDEA.

## Personally Identifiable Information

Information that contains:

- The name of the child, the child's parent, or other family member
- The address of the child
- A personal identifier, such as the child's social security number or student number, or
- A list of personal characteristics or other information that would make it possible to identify the child with reasonable certainty.

## Public Expense

The district either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent of the student.

## Prior Written Notice

A written notice provided to the parent of the educational agency's proposals or refusal regarding initiating or changing the identification, evaluation or placement of the children.

## Re-Evaluation Team

The re-evaluation team includes the IEP team and other qualified professionals.

## Student Profiles

Summarize all current and relevant strengths, educational needs and performance levels of the child.

## Transfer of student records

Requires schools to provide a transfer student's records to the new school within 5 days of the request. Schools can withhold records if a student owes \$2,500 or more.