

# Ohio Digital Learning School

## *Meeting Agenda*

May 27, 2026

10:00 AM

1745 Indian Wood Circle

Maumee, Ohio 43537

### **Zoom link:**

<https://us02web.zoom.us/j/81425972078?pwd=euykKhsSBPqNWopXtoaDo2JASrP7sl.1>

**Meeting ID:** 814 2597 2078

**Passcode:** 209285

### **I. Call to Order**

### **II. Roll Call**

#### **Board Members:**

- Chelsea Whetsel, Vice President
- Gregory Fockler, Treasurer
- Tiffany Morrissey, Secretary
- Jasmine Smith, Director
- Katie Junga, Director

#### **Other Attendees:**

- Laura Houghton, *Operations Manager*
- Brian Powderly, *Executive Director*
- Theresa Bourgeois, *EMIS and Title I Coordinator*
- Angie Day, *Assistant Superintendent*
- Erin Ramsey, *ODLS Academic Administrator of Special Programs*
- Todd McIntire, *PVP, Stride*
- Derek Schult, *Finance Manager, Stride*
- Lisa Zyriek, *Stride*
- Dawn Cummings, *Fiscal Officer*
- Becky Enz, Esq., *Board Legal Counsel*
- \_\_\_\_\_, *OCCS*
- Kaileigh Poe, *ODLS Office Administrator*
- Josh Goodall, *ODLS Assistant Academic Administrator*

### **III. Public Comment**

### **IV. Review of Agenda**

### **V. Action and Discussion Items**

#### **A. Approval of Minutes of Prior Meeting**

**RESOLVED**, that the Board of Directors approves the minutes of the meeting of April 22, 2026, as presented.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
Ayes: \_\_\_\_\_ Opposed: \_\_\_\_\_

**B. Financial Report**

- **Federal Subgrant Expenditures**

**RESOLVED**, that the Board of Directors approves the financial update, bank reconciliation, and payment to Stride K12 as presented, including approval of federal subgrant expenditures.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
Ayes: \_\_\_\_\_ Opposed: \_\_\_\_\_

**C. Proposed FY2027 Budget**

**RESOLVED**, that the Board of Directors approves the proposed FY 2027 Budget as presented.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
Ayes: \_\_\_\_\_ Opposed: \_\_\_\_\_

**D. Fiscal Officer Waiver**

**WHEREAS**, pursuant to ORC 3314.011(A), every community school is required to have a designated fiscal officer employed or engaged by the governing authority;

**WHEREAS**, ORC 3314.011(D)(1) allows the governing authority to waive the requirement that the governing authority be the party responsible for employing or contracting with the fiscal officer for a one-year period;

**THEREFORE BE IT RESOLVED**, the governing authority waives the requirement to contract or employ the fiscal officer and designates Derek Schult as fiscal officer for the 2026-2027 school year, subject to sponsor approval.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
Ayes: \_\_\_\_\_ Opposed: \_\_\_\_\_

**E. Head of School Report**

- **Number of Suspensions and Expulsions**
- **Staffing Updates**

**RESOLVED**, that the Board of Directors accepts the state of the school report as presented, including the number of suspensions and expulsions.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
Ayes: \_\_\_\_\_ Opposed: \_\_\_\_\_

**F. 2026-2027 Employee Handbook Revisions**

**RESOLVED**, that the Board of Directors approves and adopts the 2026-2027 employee handbook pending legal counsel review.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
Ayes: \_\_\_\_\_ Opposed: \_\_\_\_\_

**G. 2026-2027 Employee Agreements, Salaries, and Bonuses**

- See attachment for list of names

**RESOLVED**, that the Board of Directors approves the 2026-2027 employee agreements, salary changes and bonuses as budgeted as presented pending employees meeting all requirements for employment and final review of board legal counsel.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
Ayes: \_\_\_\_\_ Opposed: \_\_\_\_\_

**H. Superintendent Designation**

**RESOLVED**, that the Board of Directors appoints Angie Day as Superintendent of Ohio Digital Learning School.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
Ayes: \_\_\_\_\_ Opposed: \_\_\_\_\_

**I. Policy Approval**

**RESOLVED**, that the Board of Directors hereby approves and adopts the following policies as presented:

- Money Management Policy
- Admission Enrollment Residency Policy
- Artificial Intelligence Policy
- Wellness Policy

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
Ayes: \_\_\_\_\_ Opposed: \_\_\_\_\_

**J. Attendance Policy and Work Session Approval**

**WHEREAS**, the Board of Directors held a public work session during which local agencies, community members, and parents/ guardians were invited to collaborate on the Attendance, Truancy, and Automatic Withdrawal Policy;

**THEREFORE BE IT RESOLVED**, that the Board of Directors hereby approves and adopts the revised Attendance, Truancy, and Automatic Withdrawal Policy as discussed.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
Ayes: \_\_\_\_\_ Opposed: \_\_\_\_\_

**K. Cybersecurity Program (Executive Session if needed)**

- See attachment for resolution language

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
 Ayes: \_\_\_\_\_ Opposed: \_\_\_\_\_

**L. Election of Officers**

**RESOLVED**, that the Board of Directors elects the following slate of officers, to serve in such capacity for a term of one year (until the 2027 Annual Board Meeting), or until the election and qualification of their respective successors:

**President** \_\_\_\_\_

**Vice President** \_\_\_\_\_

**Treasurer** \_\_\_\_\_

**Secretary** \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
 Ayes: \_\_\_\_\_ Opposed: \_\_\_\_\_

**VI. Informational Reports**

**A. Legal Update**

**B. Sponsor Update**

**C. Stride Update**

**VIII. Confirmation of Next Meeting:** Date: June 24, 2026  
 Time: 10:00 AM  
 Location: 1745 Indian Wood Circle  
 Suite 110  
 Maumee, Ohio 43537

**IX. Adjournment**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

# ***Ohio Digital Learning School***

## ***Meeting Minutes***

April 22, 2026

10:00 AM

1745 Indian Wood Circle

Maumee, Ohio 43537

### **Zoom link:**

<https://us02web.zoom.us/j/81425972078?pwd=euykKhsSBPqNWopXtoaDo2JASrP7sl.1>

**Meeting ID:** 814 2597 2078

**Passcode:** 209285

### **I. Call to Order**

The meeting was called to order at 10:02 AM.

### **II. Roll Call**

#### **Board Members Present:**

Chelsea Whetsel, Vice President

Gregory Fockler, Treasurer

Tiffany Morrissey, Secretary

Jasmine Smith, Director

#### **Board Members Absent:**

Chris Canova, President

A quorum was established with four out of five board members present.

#### **Other Attendees:**

Laura Houghton, *Operations Manager*

Brian Powderly, *Executive Director*

Angie Day, *ODLS Principal*

Erin Ramsey, *ODLS Academic Administrator of Special Programs*

Todd McIntire, *PVP, Stride*

Derek Schult, *Finance Manager, Stride*

Lisa Zyriek, *Stride*

Becky Enz, Esq., *Board Legal Counsel*

Kristin Pallitta, *OCCS*

Kaleigh Poe, *ODLS Office Administrator*

Josh Goodall, *ODLS Assistant Academic Administrator*

Katie Junga, *Potential Board Member*

### **III. Public Comment**

None.

### **IV. Review of Agenda**

**V. Action and Discussion Items**

**A. Approval of Minutes of Prior Meeting**

The Board reviewed the March 25, 2026, meeting minutes; no modifications were requested.

**26-19 RESOLVED**, that the Board of Directors approves the minutes of the meeting of March 25, 2026, as presented.

Motion: Mr. Fockler      Second: Ms. Smith  
Ayes: 4      Nays: 0

**B. Financial Report**

• **Federal Subgrant Expenditures**

Mr. Schult presented the financial report as of March 31, 2026, and discussed enrollment, revenues and expenses, cash flow, and federal funds. The deficit credit to K12 is decreasing, but K12 is requesting a payment of \$700,000 for April. He reviewed the current forecast versus the prior year, and noted that the current forecast includes hybrid funding. He discussed the March balance sheet that includes assets, liabilities, and equity.

**26-20 RESOLVED**, that the Board of Directors approves the financial update, and bank reconciliation, and a payment to Stride K12 as presented, including approval of federal subgrant expenditures.

Motion: Ms. Smith      Second: Mr. Fockler  
Ayes: 4      Nays: 0

**C. Head of School Report**

- **Number of Suspensions and Expulsions**
- **Staffing Updates**

Mr. Powderly presented the school report and discussed enrollment and the STEM scholarship award. He noted that this year's testing showed the highest participation rate to date. The focus is now on graduation, and he noted that the school has 400 potential graduates. The deadline for the final determination of graduates is next week.

**26-21 RESOLVED**, that the Board of Directors accepts the state of the school report as presented, including the number of suspensions and expulsions.

Motion: Ms. Morrissey      Second: Ms. Whetsel  
Ayes: 4      Nays: 0

**D. Student Age Requirements**

The Board discussed the revisions to the student age requirement.

**26-22 RESOLVED**, the Board of Directors approves changing the age range for admission to fourteen (14) through twenty-one (21) pursuant to ORC 3314.02 (A)(10) if at the time of their initial enrollment they are one grade level behind their cohort or experience crises that significantly interfere with their academic progress.

**FURTHER RESOLVED**, that the Board of Directors approves and adopts the revised Admissions, Enrollment and Residency Policy as presented reflecting this change;

**FURTHER RESOLVED**, that the Board of Directors approves and adopts the revised Education Plan and Mission Statement reflecting this change pending sponsor approval and authorizes the board president to sign any needed documents.

Motion: Mr. Fockler      Second: Ms. Morrissey  
Ayes: 4      Nays: 0

**E. Board Membership Discussion**

Mr. Powderly introduced himself and the staff to Ms. Junga. The Board members introduced themselves and reviewed Ms. Junga’s resume. Ms. Junga provided her background to the Board and other participants.

**26-23 RESOLVED**, that the Board of Directors approves Katie Junga as a member of the Board of Directors for a term of three years to expire at the annual board meeting of 2029 pending sponsor approval.

**RESOLVED**, that the Board of Directors accepts the resignation of Chris Canova, effective April 22, 2026, and thanks him for his service.

Motion: Ms. Smith      Second: Ms. Morrissey  
Ayes: 4      Nays: 0

**VI. Informational Report**

**A. Legal Update**

Ms. Enz presented the legal update.

**B. Sponsor Update**

Ms. Pallitta presented the sponsor update and gave a quick overview of the sponsor’s roles. She gave a reminder of who is still in need of Sunshine Law training.

**C. Stride Update**

Mr. McIntire presented the Stride update and discussed the K12 convention, and re-registration for next year.

**VII. Confirmation of Next Meeting:**

**Date: May 27, 2026**

**Time: 10:00 AM**

Location: 1745 Indian Wood Circle  
Suite 110  
Maumee, Ohio 43537

**VIII. Adjournment: 10:37 AM**

Motion: Ms. Morrissey      Second: Ms. Smith  
Ayes: 3      Nays: 0

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Approved by the Board of Directors of Ohio Digital Learning School on \_\_\_\_\_.

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Board President/Secretary



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# Board Presentation

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April 2026 Financials



### **Board Financial Action Items**

- Approve Payment to K12 - \$100,000
- Approve April 2026 Bank Reconciliation

### **Deadlines/Updates**

- Desk Review of Title Grants successfully completed. No findings or follow up required.
- Annual 990 Tax Return Completed and submitted.

## **Financial Summary**

	<b>Current Forecast</b>	<b>Previous Forecast</b>	<b>Variance Higher/(Lower)</b>	<b>% Change</b>
<b>Average Enrollment</b>	1,135	1,131	4	0%
<b>Total Revenue</b>	\$ 8,383,596	\$ 8,973,349	\$ (589,753)	-7%
<b>Total Expenses</b>	9,187,030	9,336,071	(149,042)	-2%
<b>Deficit Prior to K12 Credit</b>	\$ (803,434)	\$ (362,722)	\$ (440,711)	122%



# Current vs. Prior Forecast

	Current Forecast	Previous Forecast	Variance Higher/(Lower)	% Change
Average Enrollment	1,135	1,131	4	0%
Total Funding	\$ 8,383,596	\$ 8,973,349	\$ (589,753)	-7%
Teacher Expenses	3,131,237	3,165,717	(34,480)	-1%
Student Expenses	3,121,628	3,063,671	57,957	2%
Student and Family Services Expenses	61,628	60,387	1,241	2%
Administration & Governance Expenses	2,178,178	2,309,763	(131,585)	-6%
Technology Expenses	586,820	628,103	(41,283)	-7%
Insurance/Facilities/Other Expenses	107,538	108,431	(893)	-1%
Total Expenses	9,187,030	9,336,071	(149,042)	-2%
Deficit Prior to K12 Credit	\$ (803,434)	\$ (362,722)	\$ (440,711)	122%

Revenue/Funding	Net of hybrid funding increase, FTE decrease, and CTE funding decrease.
Teacher Expenses	Reduction in curriculum delivery, professional development, and other miscellaneous items.
Student Expenses	Increase in student programs and curriculum delivery.
Student & Family Services	Slight increase in related services.
Admin. & Governance	Management and oversight decreasing along with funding.
Technology	Decreasing along with funding.
Insurance/Facilities	Slight reduction in office supplies and equipment.



# Current Forecast vs. Prior Year

	Current Year Forecast	Prior Year Actuals	Variance Higher/(Lower)	% Change
<b>Average Enrollment</b>	1,135	1,576	(441)	-28%
<b>Total Funding</b>	\$ 8,383,596	\$ 10,037,375	\$ (1,653,779)	-16%
<b>Teacher Expenses</b>	3,131,237	3,113,340	17,897	1%
<b>Student Expenses</b>	3,121,628	4,260,698	(1,139,070)	-27%
<b>Student and Family Services Expenses</b>	61,628	152,273	(90,645)	-60%
<b>Administration &amp; Governance Expenses</b>	2,178,178	2,477,504	(299,326)	-12%
<b>Technology Expenses</b>	586,820	702,589	(115,769)	-16%
<b>Insurance/Facilities/Other Expenses</b>	107,538	105,519	2,019	2%
<b>Total Expenses</b>	9,187,030	10,811,923	(1,624,894)	-15%
<b>Deficit Prior to K12 Credit</b>	\$ (803,434)	\$ (774,549)	\$ (28,885)	4%

<b>Revenue/Funding</b>	Decrease in capture and enrollment. Current year includes hybrid funding and CTE funding.
<b>Teacher Expenses</b>	Net of three new grant funded positions, removal of IDEA caseload stipends, and teacher leave coverage.
<b>Student Expenses</b>	Decrease in testing, curriculum delivery, instructional materials and computers expenses.
<b>Student &amp; Family Services</b>	Decrease in related services due to in-house psychologist.
<b>Admin. &amp; Governance</b>	Decrease in management and oversight fees.
<b>Technology</b>	Decreased along with funding.
<b>Insurance/Facilities</b>	Slight increase in general liability insurance.



# Balance Sheet

FY25 6/30/2025		FY26 4/30/2026	FY26 3/31/2026	Change vs. Previous Month	Change vs. Previous Year
	<b><u>ASSETS</u></b>				
\$ 1,150,309	Cash	\$ 505,909	\$ 899,411	\$ (393,502)	\$ (644,399)
\$ 1,362,625	Accounts Receivable	\$ 981,288	\$ 991,941	\$ (10,653)	\$ (381,337)
\$ 23,013	Prepaid Assets	\$ 360,217	\$ 221,667	\$ 138,550	\$ 337,204
<b>\$ 2,535,947</b>	<b>Total Assets</b>	<b>\$ 1,847,414</b>	<b>\$ 2,113,019</b>	<b>\$ (265,605)</b>	<b>\$ (688,533)</b>
	<b><u>LIABILITIES</u></b>				
\$ 1,837,029	Accounts Payable	\$ 1,504,254	\$ 1,238,351	\$ 265,903	\$ (332,774)
\$ 572,459	Other Current Liabilities	\$ 995,600	\$ 1,573,172	\$ (577,573)	\$ 423,141
<b>\$ 2,409,487</b>	<b>Total Liabilities</b>	<b>\$ 2,499,854</b>	<b>\$ 2,811,523</b>	<b>\$ (311,670)</b>	<b>\$ 90,366</b>
	<b><u>EQUITY</u></b>				
\$ -	Retained Earnings	\$ -	\$ -	\$ -	\$ -
\$ 126,459	Net Income	\$ (652,440)	\$ (698,504)	\$ 46,064	\$ (778,899)
<b>\$ 126,459</b>	<b>Total Equity</b>	<b>\$ (652,440)</b>	<b>\$ (698,504)</b>	<b>\$ 46,064</b>	<b>\$ (778,899)</b>
<b>\$ 2,535,947</b>	<b>Total Equity &amp; Liabilities</b>	<b>\$ 1,847,414</b>	<b>\$ 2,113,019</b>	<b>\$ (265,605)</b>	<b>\$ (688,533)</b>

<b>Accounts Receivable</b>	Accruals for Basic & SPED, and federal funding.
<b>Prepaid Assets</b>	Rent, expenses for related services, liability insurance, and K12 expenses.
<b>Accounts Payable</b>	Mostly K12 charges.
<b>Other Current Liabilities</b>	K12 accruals for OLS, computers, and materials. Also includes an accrual for related services.



# Cash Flow Summary

	Actual Jul-25	Actual Aug-25	Actual Sep-25	Actual Oct-25	Actual Nov-25	Actual Dec-25
Beginning Cash Balance	\$ 1,150,309	\$ 1,538,045	\$ 1,975,303	\$ 1,301,416	\$ 941,141	\$ 2,010,296
Federal/State Funding	706,609	767,960	732,293	267,146	1,442,147	475,164
Other Income/Advance	36	46	50	30	40	54
Payments - Non-K12	(318,909)	(330,748)	(406,231)	(377,451)	(273,032)	(331,919)
Payments - K12	-	-	(1,000,000)	(250,000)	(100,000)	(100,000)
Ending Cash Balance	\$ 1,538,045	\$ 1,975,303	\$ 1,301,416	\$ 941,141	\$ 2,010,296	\$ 2,053,595

	Actual Jan-26	Actual Feb-26	Actual Mar-26	Actual Apr-26	Budget May-26	Budget Jun-26
Beginning Cash Balance	\$ 2,053,595	\$ 1,168,404	\$ 1,335,878	\$ 899,411	\$ 505,909	\$ 825,595
Federal/State Funding	433,923	948,126	917,360	603,306	748,553	865,086
Other Income/Advance	51	32	38	21	15	25
Payments - Non-K12	(319,165)	(280,684)	(353,865)	(296,829)	(328,883)	(328,883)
Payments - K12	(1,000,000)	(500,000)	(1,000,000)	(700,000)	(100,000)	(100,000)
Ending Cash Balance	\$ 1,168,404	\$ 1,335,878	\$ 899,411	\$ 505,909	\$ 825,595	\$ 1,261,823

\*\*\*K12 Payment request of \$100,000 for May 2026 Board Approval\*\*\*



# Federal Funds Summary

Program Name	Grant Year	Available Funding	Expenses Incurred YTD	Remaining Balance	Percentage Remaining	Funds Requested
Title I-A Improving Basic Programs	2026	253,974	125,579	128,395	51%	60,668
Title I - NC Supplemental School Improvement	2026	259,213	94,466	164,747	64%	42,508
Title II-A Supporting Effective Instruction	2026	50,698	6,945	43,753	86%	-
Title IV-A Student Support and Academic	2026	22,415	3,631	18,784	84%	2,044
IDEA-B Special Education	2026	261,173	189,645	71,528	27%	105,553
Expanding Opportunities for Each Child	2026	114,969	3,432	111,537	97%	3,000
Stronger Connections Grant	2026	7,128	-	7,128	100%	-
<b>Grand Total</b>		<b>\$ 969,570</b>	<b>\$ 423,697</b>	<b>\$ 545,873</b>	<b>56%</b>	<b>\$ 213,773</b>

# Ohio Digital Learning School

## Actuals for the Month

FY 2025-2026

April 2026

### Funding Sources

Basic Formula Funding - K-8 and HS	\$	487,555
Special Education Funding - K-8 and HS	\$	129,707
Other State Unrestricted Funds	\$	-
State Restricted Funds - Non-SPED	\$	17,826
State Restricted Funds - SPED	\$	-
Federal - Title Funds	\$	38,066
Federal - IDEA Funds	\$	19,228
Other Federal Funds	\$	-
Other Funding/Inc - Included in M&T base	\$	-
Other Funding/Inc - Non M&T Base	\$	38
Interest Income / Other	\$	149,513
<b>Total Funding</b>	<b>\$</b>	<b>841,933</b>

### Instruction - Teachers

Salary - Regular	\$	82,445
Salary - Special Ed	\$	46,305
Salary - ICs / Advisors / Counselors	\$	15,812
Salary - Title	\$	2,077
Salary - Other	\$	6,421
Stipends	\$	-
Salary - Part-Time Special	\$	-
Salary - Part-Time ICs / Advisors / Counselors	\$	-
Benefits	\$	66,637
Bonus	\$	7,450
Travel	\$	329
Phone	\$	671
K12 Instructional Materials	\$	-
K12 Curriculum Delivery	\$	1,540
K12 Charges-3rd Party Teacher	\$	150
Teacher Laptops	\$	-
Non-Instructional Materials & Supplies	\$	100
Conf., Teacher Training & Prof. Dev.	\$	3,575
Printing, Mailing, Postage	\$	42
Tuition reimb.	\$	-
ISP	\$	675
Other	\$	219
<b>Total Instruction - Teachers</b>	<b>\$</b>	<b>234,448</b>

### Instruction - Students

Proctored Exams & Test Administration	\$	20,894
K12 Curriculum Delivery	\$	174,747
K12 Instructional Materials	\$	340
K12 Computer, Peripherals, & Software	\$	67,419
ISP	\$	-
Sales Tax	\$	-
K12 Charges Other	\$	380
Other	\$	9,468
<b>Total Instruction - Students</b>	<b>\$</b>	<b>273,247</b>

### Student and Family Services

Special Ed Contracted Svcs & Other Related Exp.	\$	6,420
Field Trips	\$	-
Hybrid Program	\$	-
School Events	\$	419
Annual School Reports	\$	-
School Premiums	\$	-
Non-K12 Other	\$	-
<b>Total Student and Family Services</b>	<b>\$</b>	<b>6,839</b>

### School Administration & Governance

Educational Services	\$	126,284
Oversight/Sponsor Fee	\$	18,518
Legal Services	\$	-
Payroll Services	\$	11,820
Auditing - External	\$	-
Board Development & Training	\$	375
Administrator Travel	\$	-
Administrator Phone	\$	-
Admin Computer, Peripherals, & Software	\$	-
Non-K12 Administrative Staff Salaries	\$	38,461
Non-K12 Administrative Staff Benefits	\$	13,228
Non-K12 Administrative Staff Bonus	\$	2,143
Consultants	\$	-
Temporary employees	\$	-
Non-K12 Other	\$	907
<b>Total School Administration &amp; Governance</b>	<b>\$</b>	<b>211,735</b>

### Technology

Technology Services	\$	58,933
Non-K12 Other	\$	-
<b>Total Technology</b>	<b>\$</b>	<b>58,933</b>

### Insurance / Facilities / Other

Rent	\$	2,912
Maintenance/Repair Facility	\$	-
Water & Electric	\$	-
Telephone	\$	406
Internet Connection	\$	944
Conference calls	\$	-

Copier / Fax Lease	\$	532
Outside Copying	\$	-
Office Postage and Shipping	\$	262
Office supplies and equipment	\$	67
Computer equip. & installation	\$	-
General Liability Insurance	\$	5,441
Bank fees	\$	103
Depreciation	\$	-
Other	\$	-
<b>Total Insurance / Facilities / Other</b>	<b>\$</b>	<b>10,667</b>
<b>Total School Expenditures This Period</b>	<b>\$</b>	<b>795,869</b>
<b>Surplus (Deficit) This Period</b>	<b>\$</b>	<b>46,064</b>



**Ohio Digital  
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# Proposed FY27 Budget

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May 2026

# Assumptions

	FY27 Proposed Budget	May 2026 Current Forecast
<b>ENROLLMENT:</b>		
Average Enrollment	1,708	1,135
<b>STUDENT/TEACHER RATIOS:</b>		
High School (9-12)	300:1	300:1
SPED Intervention Specialist	24:1	24:1
Counselors	400:1	400:1
<b>FUNDING PER FULL-TIME STUDENT:</b>		
Guaranteed Per Pupil Amount	\$ 7,249.80	\$ 7,249.80
* Special Ed - Based on disability		

# Proposed Budget Summary

	FY27 Proposed Budget	May 2026 Current Forecast	Variance Higher/ (Lower)	% Change
<b>Average Enrollment</b>	1,708	1,135	573	50%
<b>Total Revenue</b>	\$ 12,553,601	\$ 8,383,596	\$ 4,170,006	50%
<b>Teacher Expenses</b>	4,022,891	3,131,237	891,654	28%
<b>Student Expenses</b>	4,439,343	3,121,628	1,317,715	42%
<b>Student and Family Services Expenses</b>	85,391	61,628	23,763	39%
<b>Administration and Governance Expenses</b>	2,664,010	2,178,178	485,831	22%
<b>Technology Expenses</b>	877,868	586,820	291,048	50%
<b>Insurance/Facilities/Other Expenses</b>	109,716	107,538	2,178	2%
<b>Total Expenses</b>	12,199,219	9,187,030	3,012,189	33%
<b>Surplus/Deficit</b>	\$ 354,383	\$ (803,434)	\$ 1,157,816	-144%
After Balance Budget Credit	\$ -	\$ -	\$ -	

# Variance Explanations

<b>Average Enrollment</b>	Enrollment expansion to include 14 & 15 year olds.
<b>Total Revenue</b>	Enrollment expansion, Capture increase, Funding formula update.
<b>Teacher Expenses</b>	Staffing Expansion to accommodate increased enrollment.
<b>Student Expenses</b>	Increasing due to enrollment expansion.
<b>Student and Family Services Expenses</b>	Increasing due to enrollment expansion.
<b>Administration and Governance Expenses</b>	K12 management and OCCS sponsor fees are increasing along with revenue.
<b>Technology Expenses</b>	K12 technology fee is increasing along with revenue.
<b>Insurance/Facilities/Other Expenses</b>	Expenses are largely expected to remain flat, aside from a small inflationary increase.



# ODLS BOARD MEETING

May 27th, 2026

# THINGS TO KNOW



Last day of school: 6/4/2026

June PD: 6/10/2026 & 6/12/2026

Graduation: 6/11/2026

Summer Projects

Summer School

August PD: 8/5/2026

First Day of School: 8/17/2026



# SCHOOL INFO.

997 Total  
Students  
189 2026- 2027  
New Students

0 Suspensions  
& 0 Expulsions

12 Grads  
Month of May  
2026

480 Credits  
Recovered

# REREG & TESTING



Ohio Digital  
Learning School  
by K12™

Testing:

25 Test Sites

89% Participation

878 Students Tested

ReReg

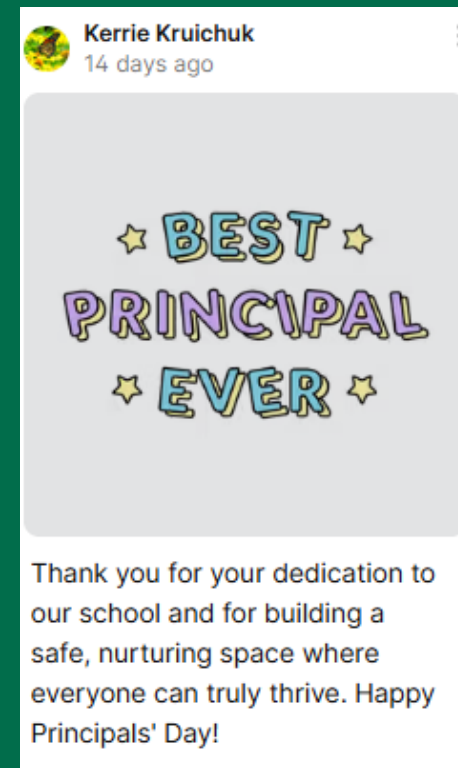
95% Response Rate

69% Returning

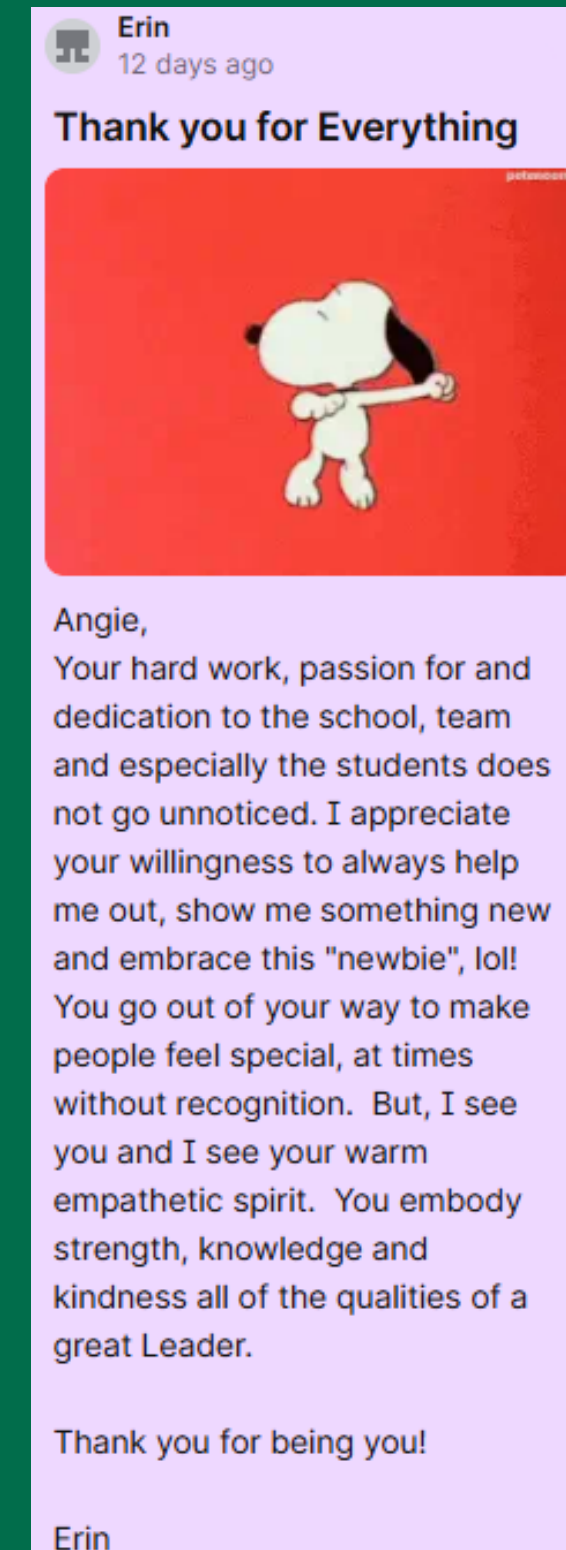
34 Non-graduates not  
returning



# TEACHER & ADMIN. APPERCIATION



“  
Hey Ms. Grasta!  
Thank You For Being  
An Amazing  
Counselor, And All  
The Work You Have  
Put Into Us Students!



“  
Hey Ms. Wiedemann! I  
Just Wanted To Thank  
YOU For The Impact You  
Have On Me And The  
Care You put Into The  
Classroom And How  
Much Effort You Put Into  
Our Success.



# ODLS SPOTLIGHTS



**KOREE MENTZER**

WISHING YOU ALL THE BEST IN YOUR NEXT CHAPTER. WELL DONE, GRADUATE!

**CONGRATULATIONS**



Ohio Digital Learning School by K12

## Employee Spotlight



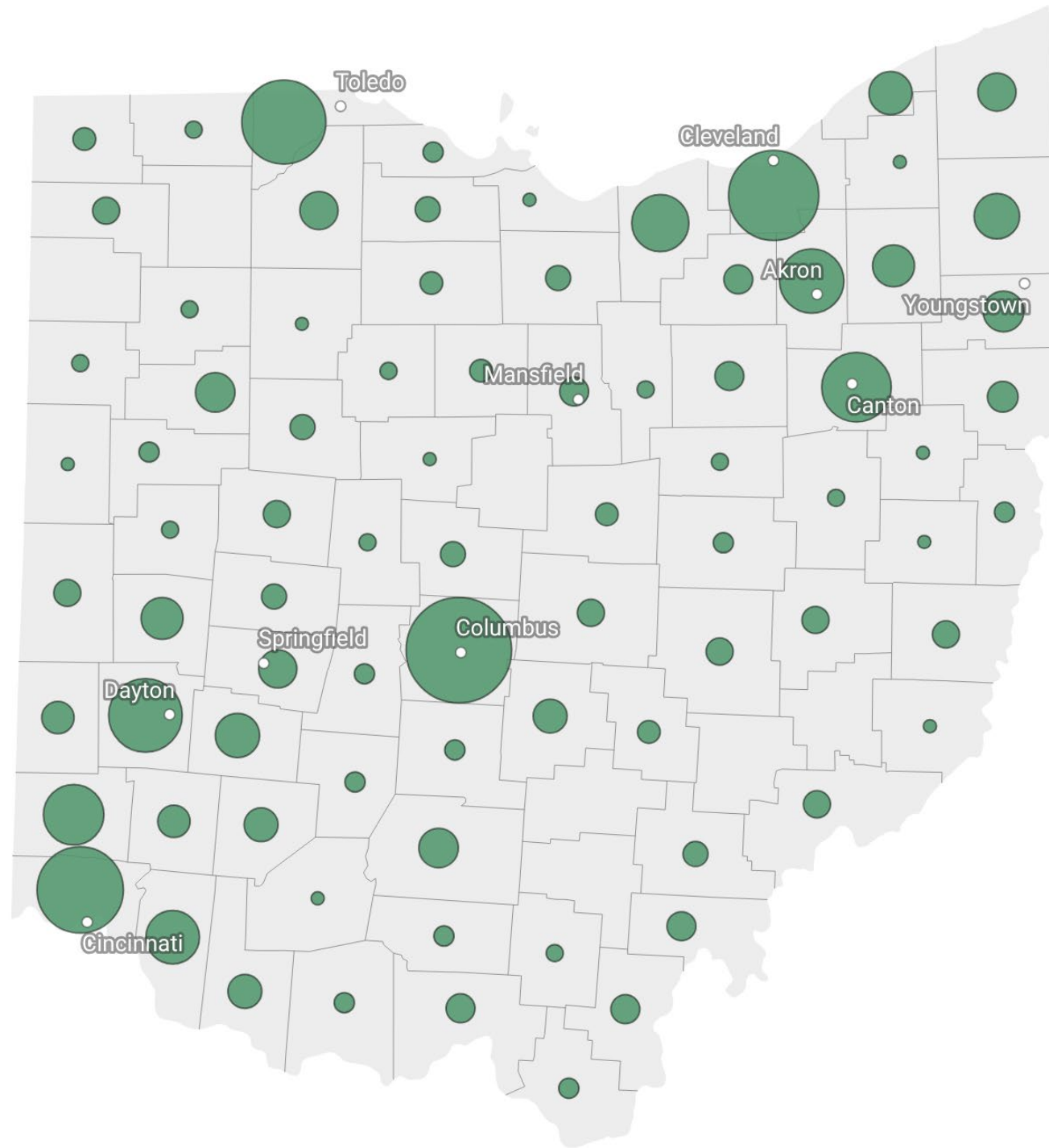
**Gina Grasta, Ed. M.**

As a school counselor, I believe every student deserves to feel seen, supported, and capable of success. Supporting ODLS students means meeting them where they are, understanding their unique challenges, and helping them build confidence academically and personally. I'm passionate about advocating for their needs and creating a safe, encouraging space where they know they're not alone.

# STUDENT LOCATIONS

## Current Students Around Ohio

We have students in 81/88 Ohio Counties



Created with Datawrapper

- ## Most Populated Counties:
- Franklin 116 Students
  - Lucas 70 Students
  - Hamilton 65 Students
  - Cuyahoga 57 Students
  - Montgomery 54 Students



# SCHOOL TOPICS

Contracts

Bonus / Salaries

Employee Handbook

AI Policy Changes



Ohio Digital  
Learning School  
by k12™

THANK YOU!

[www.odls.k12.com](http://www.odls.k12.com)



**OHIO DIGITAL  
LEARNING SCHOOL**  
POWERED BY K12

# Ohio Digital Learning School Employee Handbook

Last Published Date: May 14, 2026

## **ABOUT THIS HANDBOOK/DISCLAIMER**

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with Ohio Digital Learning School. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Ohio Digital Learning School adheres to the policy of employment at will, which permits ODLS or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No ODLS representative other than the President may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate ODLS documents. These ODLS documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general ODLS guidelines. ODLS may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the President.

This handbook supersedes all prior handbooks.

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## SECTION 1 - GOVERNING PRINCIPLES OF EMPLOYMENT

### 1.1 INTRODUCTION

We would like to extend a warm and sincere welcome to employees commencing with us.

For employees who have been with us, thanks for your past and continued service.

We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

Ohio Digital Learning School and Insperty are in a co-employment work relationship. This means that Ohio Digital Learning School handles the day-to-day operations related to its core business. Insperty handles the administrative responsibilities, such as payroll processing and benefits, and supports the company with human resource issues. You should have already signed an Employment Agreement outlining your employment relationship with Insperty. Contact your supervisor or an Insperty payroll or human resource specialist if you have any questions.

### 1.2 REASONABLE ACCOMMODATIONS & INTERACTIVE DIALOGUE

Ohio Digital Learning School is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA) and the Pregnant Workers Fairness Act (PWFA). To that end, Ohio Digital Learning School will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation without regard to any protected classifications, or for whom Ohio Digital Learning School has notice may require such an accommodation, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Reasonable accommodations can take many forms. For example, reasonable accommodations for pregnancy, childbirth, or related medical conditions include but are not limited to things such as the ability to carry or keep water near and drink, as needed; allowing the employee additional restroom breaks; allowing the employee whose work requires standing to sit and whose work requires sitting to stand; allowing the employee breaks, as needed, to eat and drink; accommodations related to

lactation; time off to recover from childbirth; modification of equipment; appropriate seating; temporary transfer to a different position that the employee is able to perform; restructuring job duties; light duty; or a modified work schedule. Ohio Digital Learning School will work with the employee to determine what accommodation is appropriate for the employee, given the employee's unique circumstances, that does not impose an undue hardship on Ohio Digital Learning School.

Any employee who would like to request an accommodation based on any of the reasons set forth above should contact the employee's supervisor. Accommodation requests can be made in writing using a form which can be obtained from the employee's supervisor. If the employee who has requested an accommodation has not received an initial response within five (5) business days, they should contact the Head of Human Resources.

Unless otherwise required by law, Ohio Digital Learning School may request that the employee provide supporting documentation. Cooperating with Ohio Digital Learning School by returning requested information in a timely fashion is required.

After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, Ohio Digital Learning School will engage in an interactive dialogue with the employee.

Even if the employee has not formally requested an accommodation, Ohio Digital Learning School may initiate an interactive dialogue under certain circumstances, such as when Ohio Digital Learning School has knowledge that employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event Ohio Digital Learning School initiates an interactive dialogue, it should not be construed as Ohio Digital Learning School's belief the employee requires an accommodation, but will serve as an invitation for the employee to share with Ohio Digital Learning School any information the employee desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, Ohio Digital Learning School will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how Ohio Digital Learning School may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, Ohio Digital Learning School will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. Ohio Digital Learning School is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations. As part of the interactive dialogue, Ohio Digital Learning School reserves the right to request supporting documentation to the maximum extent permitted by applicable law.

Ohio Digital Learning School will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

Ohio Digital Learning School will not allow any form of retaliation against employees who have requested an accommodation, for whom Ohio Digital Learning School has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Employees with questions regarding this policy should contact the employee's supervisor.

### 1.3 EQUAL EMPLOYMENT OPPORTUNITY

Ohio Digital Learning School is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, pregnancy-related conditions, and lactation), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Ohio Digital Learning School's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the employee's supervisor. Ohio Digital Learning School will not allow any form of retaliation against employees who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the employee's supervisor. To ensure the workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

### 1.4 DRUG-FREE AND ALCOHOL-FREE WORKPLACE

To help ensure a safe, healthy, and productive work environment for our employees and others, to protect ODLS property, and to ensure efficient operations, Ohio Digital Learning School has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for ODLS.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale, or distribution of controlled substances (including medical marijuana), drug paraphernalia, or alcohol by an individual anywhere on ODLS premises, while on ODLS business (whether or not on ODLS premises) or while representing ODLS, is strictly prohibited. Employees and other individuals who work for ODLS also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any right to report to work under the influence of lawful recreational or medical marijuana or to use such as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law.

Violation of this policy will result in disciplinary action, up to and including discharge.

ODLS maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. ODLS encourages employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs or jeopardizes the health and safety of any ODLS employee, including themselves.

As a condition of continued employment, all employees must comply with this policy. An employee who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including immediate termination of employment. Contact the Employee Assistance Program (EAP) for information about the availability of treatment programs such as assistance provided by Insperity's health care plan coverage or drug and alcohol abuse rehabilitation and education programs. This policy is not intended to replace or otherwise alter applicable U.S. Department of Transportation obligations or any other federal, state or local agency drug testing regulations related to a particular industry.

## 1.5 WORKPLACE VIOLENCE

Ohio Digital Learning School is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to ODLS and personal property.

Ohio Digital Learning School does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, Ohio Digital Learning School specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, Ohio Digital Learning School does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in ODLS policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

### **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any ODLS employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto ODLS premises.

### **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede Ohio Digital Learning School's ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If ODLS determines, after an appropriate good faith investigation, that someone has violated this policy, ODLS will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for ODLS to be aware of any potential danger in its offices. Indeed, ODLS wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

## 1.6 ANTI-HARASSMENT

Ohio Digital Learning School and Insperity are committed to a work environment in which all individuals are treated with respect and dignity and are free from all forms of harassment and discrimination. Any form of harassment, even when not unlawful or directed at a protected category, is prohibited and will not be tolerated. All employees, including supervisors, co-workers, vendors, contractors, customers or other third parties, are expected to adhere to this policy.

Reported or suspected occurrences of harassment or discrimination will be promptly and thoroughly investigated. Following an investigation, Ohio Digital Learning School and Insperity will promptly take any necessary and appropriate disciplinary action.

Ohio Digital Learning School and Insperity will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints.

1. The term “harassment” includes harassment based on any category protected by federal, state or local law, which may include, but is not limited to, unwelcome slurs, jokes, or verbal, graphic or physical conduct relating to an individual's race (including hair texture and hairstyles), color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation.
2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
  - a. Submission to such conduct is an explicit or implicit term or condition of employment;
  - b. Employment decisions are based on an employee's submission to or rejection of such conduct; or
  - c. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

### **Complaint Procedure**

Ohio Digital Learning School and Insperity provide you with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment, and discrimination. Any employee who feels harassed or discriminated against is encouraged to immediately inform the alleged offender that the behavior is unwelcome. In many instances, the person is unaware their conduct is offensive and this action alone may often resolve the problem. If the informal discussion with the alleged offender is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you should immediately report the conduct to your immediate supervisor, manager or company owner and the Insperity Anti-Harassment

Hotline number at 844-677-3030. We cannot resolve a harassment or discrimination problem, unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so we can take the necessary steps to correct any problems. The report should include all facts available to you regarding the alleged harassment, sexual harassment, or discrimination.

When you call the Insperity Anti-Harassment Hotline, please be sure to leave your name, Insperity employee identification number or the last four digits of your social security number, and the name of the client company for which you work. If you wish to make an anonymous complaint, you may do so. However, the scope of our investigation may be limited based on the information you provide.

### **Confidentiality**

All reports of alleged harassment, sexual harassment, or discrimination will be treated seriously. Confidentiality will be maintained to the extent possible. However, to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.

### **Investigative Procedure**

Once a complaint of alleged harassment, sexual harassment, or discrimination is received, we will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

Following an investigation, Ohio Digital Learning School and Insperity will promptly take any necessary and appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goals of this policy. Ohio Digital Learning School and Insperity may address any workplace issue discovered during an investigation. This may include some or all of the following steps:

1. Restore any lost terms, conditions, or benefits of employment to the complaining employee.
2. Discipline the alleged harasser. This discipline may include written disciplinary warnings, transfer, demotion, suspension and/or termination of employment.

If the alleged harassment, sexual harassment, or discrimination is from a vendor, contractor, customer or other third party, Ohio Digital Learning School and Insperity will take appropriate action to stop the conduct.

If you have made a complaint but feel that the action taken in response has not remedied the situation, you should make an additional complaint following the complaint procedure outlined in this policy.

### **Duties of Employees and Supervisors**

All employees of the Company, both management and non-management, are responsible for assuring that a workplace free of harassment, sexual harassment, and discrimination is maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. The Company strives to maintain a pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All managers and supervisors are responsible for doing all they can to prevent and discourage harassment, sexual harassment, and discrimination from occurring. If a complaint of harassment, sexual harassment or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, company owner) should act promptly to notify the Insuperity Anti-Harassment hotline number so an investigation may promptly proceed. The Company and Insuperity may discipline any managers or supervisors who fail to follow this policy, which discipline may include termination.

## 1.7 MISSION

ODLS provides alternative pathways that empower students to take charge of their own education, personal growth, and success. We embrace a culture of respect, open-mindedness, and change.

## 1.8 VISION

**Inspire, Educate, Celebrate.** Providing a unique and supportive learning environment for ALL learners.

Core Values:

- RESPECT
  - We will all respect each individual for who they are and celebrate uniqueness. We will address individuals calmly and politely.
- GIVING ONE ANOTHER A CHANCE
  - Everyone has a right to participate and have a go. We think about others and make sure other people on our team have had a chance to contribute, share their ideas, and have their ideas considered in class.
- EMBRACING CHANGE
  - We believe change can be a positive opportunity for creating a better self, school, and society
- STUDENT ACCOUNTABILITY
  - ODLS Students will hold themselves accountable to attend school and complete coursework, working to the best of their individual ability.

## 1.9 CORE VALUES

The Ohio Digital Learning School's core values are passion, accountability, and courage.

Every staff member will be passionate about the unique population and individual needs of the students we serve. That passion will be instilled in the student culture through daily interactions with school staff both on- and offline and while engaging live daily class sessions with content teachers.

There will be a culture of accountability. Staff will be accountable to students and families to provide an excellent education. Students and families will be accountable to engage and actively participate in the education process. Students will be taught to hold themselves accountable to their goals.

It takes courage for our students to face the outside circumstances that have impacted their educational path and to continue to pursue their high school diploma despite those obstacles. The staff will provide a holistic approach to enable continued engagement and commitment to educational goals.

**RESPECT:**

- We will all respect each individual for who they are and celebrate uniqueness. We will address individuals calmly and politely.

**GIVING ONE ANOTHER A CHANCE:**

- Everyone has a right to participate and have a go. We think about others and make sure other people on our team have had a chance to contribute, share their ideas, and have their ideas considered in class.

**EMBRACING CHANGE:**

- We believe change can be a positive opportunity for creating a better self, school, and society.

**STUDENT ACCOUNTABILITY:**

- ODLs students will hold themselves accountable to attend school and complete coursework, working to the best of their individual ability.

## 1.10 BACKGROUND CHECKS

All employees shall comply with background check requirements as specified in ORC 3319.39 and ORC 3319.391. Any individual found guilty of or having pled guilty to any section as listed in ORC 3319.39 (B)(1) shall be prohibited from employment with ODLs.

## 1.11 IMMIGRATION LAW COMPLIANCE

Ohio Digital Learning School and Insperity are committed to employing only United States citizens and aliens who are legally authorized to work in the United States. We do not unlawfully discriminate on the basis of citizenship or national origin.

In order for us to comply with the Immigration Reform and Control Act of 1986, all new employees, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and provide documentation that establishes identity and authorization to work.

Your employment may be terminated if at any time you cannot comply with laws requiring you to verify your right to work in the United States.

## 1.12 INTERACTION WITH MINOR CHILDREN

Children are the center focus of our collective efforts, and their safety and wellbeing are paramount to all of us. Ohio Digital Learning School reserves the right to conduct background checks on any individual who has direct access with our students, or their personal data, including those who move into positions that grant access, even on a temporary basis.

Personal relationships with Ohio Digital Learning School students are not appropriate in any circumstances, whether consensual or not and regardless of the student age and are therefore prohibited.

## 1.13 PROHIBITING THE AIDING AND ABETTING OF SEXUAL ABUSE

A school employee, contractor, or agent of the school is prohibited from assisting another school employee, contractor or agent in obtaining a new job if the individual knows or has probable cause to believe, that such other employee, contractor, or agent engaged in sexual misconduct with a minor or student in violation of the law. Such assistance would include, but not be limited to the provision of references.

“Assisting” does not include the routine transmission of administrative and personnel files.

Exceptions to giving such assistance may only be made where the exception is authorized by the Every Student Succeeds Act Sec. 8038 (20 U. S. C. 7926).

These exceptions are:

- (1)(A) the matter has been properly reported to a law enforcement agency with jurisdiction over the alleged misconduct;
- (B) the matter has been properly reported to any other authorities as required by Federal, State, or local law, including Title IX of the Education Amendments of 1972 (20 U. S. C. 1681 et seq.) and the regulations implementing such title under part 106 of title 34, Code of Federal Regulations, or any succeeding regulations; and
- (2)(A) the matter has been officially closed or the prosecutor or police with jurisdiction over the alleged misconduct has investigated the allegations and notified school officials that there is insufficient information to establish probable cause that the school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law;
- (B) the school employee, contractor, or agent has been charged with, and acquitted or otherwise exonerated of the alleged misconduct; or (C) the case or investigation remains open and there have been no charges filed against, or indictment of, the school employee, contractor, or agent within 4 years of the date on which the information was reported to a law enforcement agency.

If you have questions regarding this policy or your responsibilities under it please reach out to the Head of School.

## 1.14 STUDENT AND FAMILY RELATIONS

Ohio Digital Learning School strives to consistently provide students and their families with service that is of exceptional quality and value.

In order to realize our commitment to our families, we expect the following from each of our Employees:

- Provide courteous service in a prompt and efficient manner;
- Establish and maintain positive relationships with families by gaining their trust and respect through professional, honest interaction;
- Handle complaints quickly and professionally. If you are unable to resolve a complaint to the parent's satisfaction, review the situation with your Administrator;
- Communicate with families in a professional manner whether in person, over the phone, or via e-mail.

## SECTION 2 - OPERATIONAL POLICIES

### 2.1 YOUR EMPLOYMENT RECORDS

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

To ensure that your personnel file is up-to-date at all times, update your file through Insperty Premier at <http://portal.insperty.com> with any changes in your name, telephone number, home address, withholding instructions, number of dependents, beneficiary designations, or the individuals to notify in case of an emergency. You may update your file through the Insperty Premier™ at <http://portal.insperty.com>. Assistance may also be provided through the Insperty Contact Center at 866-715-3552, 7AM-7PM CT Monday-Friday.

Employees should also provide updates of any specialized training or skills they acquire, as well as any changes to any required visas to the employee's supervisor..

### 2.2 ARTIFICIAL INTELLIGENCE

ODLS recognizes that the use of artificial intelligence (AI) tools can potentially assist employees with the performance of job duties. However, there are many risks. To ensure the protection of confidential information and the integrity of our operations, as set forth below, all employees who wish to use AI tools must receive management approval and, if granted, comply with the below best practices.

**Evaluation of AI tools.** Employees must evaluate the utility and security of any AI tool before using it. This includes reviewing the tool's security features, terms of service, and privacy policy. Employees also should review the reputation of the tool developer and any third-party services used by the tool. But most importantly, employees must receive management approval prior to using any AI tool after explaining the manner in which it will be used and the benefits to the business.

**Protection of confidential data.** In using any AI tool, employees must not upload or share any confidential, proprietary, or protected data without prior written approval from Head of Schools. This includes data related to customers, employees, or partners. Similarly, employees must ensure any AI tool does not utilize confidential or copyrighted information of a third party.

**Access control.** Employees must not give access to any AI tools approved for business use to anyone outside ODLS without prior approval from Head of Schools and implementation of processes as required to meet security compliance requirements.

This includes sharing login credentials or other sensitive information with third parties.

**Compliance with security policies.** Employees must apply the same security best practices we use for all Ohio Digital Learning School and customer data. This includes using strong passwords, keeping software up-to-date, and following ODLS's data retention and disposal policies.

## 2.3 REMOTE WORK/TELECOMMUTING

This policy provides general information regarding remote work/telecommuting. Employees who are approved to work remotely should consult their individual agreement for specific details of their remote work/telecommuting arrangement, such as expected work hours, equipment provided, and other important information.

Any remote work/telecommuting arrangement may be discontinued by ODLS at any time and at the discretion of ODLS. Employees also may discontinue the arrangement but may not be guaranteed office space at ODLS's location.

### **At-Will Employment**

This policy and any individual agreement addressing this work arrangement do not create a contract of employment and are not intended to be considered or construed as a promise of continued employment. Employment is at will and may be discontinued at any time by ODLS or employee without notice, cause, or liability.

### **Hours of Work**

Employees will work full time from home. Scheduled hours of work will be set by the employees' manager or supervisor. Employees should maintain regular contact with their supervisors and managers.

Nonexempt employees must accurately record all hours worked pursuant to ODLS's timekeeping system and take rest and meal breaks as if in ODLS's workplace and as required by law. Nonexempt employees may not work beyond scheduled working hours (including working more than 40 hours in a workweek) without prior, written authorization from their manager or supervisor.

### **Location**

Employees will provide, at their expense, a secure, dedicated work area. Employees are responsible for maintaining the work area in a safe, secure, and nonhazardous condition at all times. Employees will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any ODLS-furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by ODLS.

### **Duties**

Employees are expected to follow all existing ODLS policies and procedures. The duties, obligations, responsibilities, and conditions of employment with ODLS remain unchanged. Employees must stay engaged with work throughout the workday and be fully available during normal business hours. If employees do not successfully perform their job duties remotely, this arrangement will be revoked. Employees are expected to follow existing ODLS policies with respect to scheduled and

unscheduled time off, including the obligation to speak with their manager or supervisor before the scheduled start time in the event of an unscheduled absence, tardy, or early departure.

### **Accidents and Injuries**

Employees agree to maintain safe conditions in the remote work space and to practice the same safety habits and rules applied on ODLS premises. If employees incur an injury arising out of the course and scope of the assigned job duties while working in the remote work space, the workers' compensation provisions in place for the state in which the employees are working will apply. Employees must notify their supervisor or manager immediately and complete all necessary and/or requested documents regarding the reported injury. ODLS assumes no responsibility for injuries occurring in the remote work space outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote work space.

### **Equipment**

Employees agree to use electronic equipment that has been encrypted and meets all of ODLS's security requirements. If ODLS provides equipment for home use, employees agree to provide a secure location for ODLS-owned equipment and will not use, or allow others to use, such equipment for purposes other than ODLS business. Employees have no expectation of ownership in such equipment, linkages, property, or other items installed or provided by ODLS. ODLS will bear the expense of removal of any such equipment, linkages, and installations provided by ODLS upon the termination of the remote work/telecommuting arrangement but not modification of or repairs to the work location. Employees hereby release ODLS from any damage or liability incurred in the installing or removal of the equipment provided by ODLS.

### **Return of ODLS Property**

All equipment, records, and materials provided by ODLS will remain ODLS property. Employees agree to return ODLS equipment, records, and materials upon request. All ODLS equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All equipment must be returned within five (5) business days of written notice to the employees.

### **Expenses**

Upon presentment of receipts and in accordance with the Business Expense Reimbursement policy, ODLS will reimburse employees for certain preapproved expenses.

Regular household utility charges, such as electricity, water, phone, Internet service, auto, homeowners' insurance, etc., are not reimbursable unless state law requires reimbursement.

### **Confidentiality**

Employees agree that they are subject to ODLS's policies prohibiting the nonbusiness use or dissemination of ODLS's confidential business information. Employees will take all appropriate steps to safeguard ODLS's confidential business information, including segregating it from personal papers and documents, not allowing nonemployees to access such information, and keeping such information in locked drawers or file cabinets when not in use. Employees will maintain confidential information, including, but not limited to, information regarding ODLS's products or services, processing, marketing and sales, client lists, client e-mail addresses and mailing addresses, client data, orders, memoranda, notes, records, technical data, sketches, designs, plans, drawings, trade secrets, research and development data, experimental

work, proposals, new product and/or service developments, project reports, sources of supply and material, operating and cost data, and corporate financial information.

## Contact

If employees have any questions concerning this policy or would like to apply to work remotely, they should contact their supervisor.

## 2.4 TIMEKEEPING PROCEDURES

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time. Non-exempt employees may work overtime only with prior management authorization. Failure to obtain authorization prior to accruing overtime may result in disciplinary action.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

## 2.5 OVERTIME

Like most successful companies, Ohio Digital Learning School experiences periods of extremely high activity, additional work may be required. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their regular hourly wage for all time worked in excess of 40 hours each workweek, unless otherwise required by applicable law. Employees may work overtime only with prior management authorization. Failure to obtain authorization prior to accruing overtime may result in disciplinary action.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

## 2.6 TRAVEL TIME FOR NON-EXEMPT EMPLOYEES

### **Overnight, Out-of-Town Trips**

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

### **Out-of-Town Trips for One Day**

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: time spent traveling between the employee's home and the local railroad, bus or plane terminal; and meal periods.

### **Local Travel**

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when the employee goes directly home from the final job site, unless it is much longer than the regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

### **Commuting Time**

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near their home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half (1.5) times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

## 2.7 STRIDE IISP 3.0 INTERNATIONAL TRAVEL POLICY VERSION [1.4]

### **Purpose**

This International Travel Policy ensures the protection of both physical ODLs assets and data assets when workforce members travel abroad for both leisure and business-related purposes.

### **Scope and Applicability**

This International Travel Policy applies to all Stride who engage in business operations or handle Stride data while traveling outside of the United States. The policy covers both ODLs-issued and personal devices (e.g., laptops, tablets, and mobile

phones) used to access Stride systems, applications, or communication platforms.

**This Policy addresses:**

- **Protection of Stride data** from potential security threats associated with foreign networks and environments.
- **Compliance with ODLs policies and procedures**, including Acceptable Use and Information Security standards.
- **Clear expectations for employees** regarding approvals, documentation, and responsibilities when requesting international access.
- **Alignment with legal, regulatory, and contractual obligations** that govern Stride’s operations worldwide.

By adhering to this policy, employees help safeguard Stride’s information assets, maintain operational continuity, and reduce risks associated with international travel.

**Definitions**

All definitions are located within [Stride - ISP 1.2 - IT Policy Definitions](#). Any inquiries regarding terminology or clarity may be directed to Stride’s Information Security Team for assistance.

**Publication Owners**

Johnny Burns – Point of Contact, Content Coordinator & Author

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**Change History**

Version	Date of Change	Summary of Change(s)
1.0	06/15/2022	Initial Release and Publication
1.1	12/01/2022	<ul style="list-style-type: none"><li>• Added Change History</li><li>• Updated and/or retracted language for clarity where necessary</li></ul>
1.3	02/05/2025	Review and Revision
1.3	09/02/2025	Published
1.4	01/13/2025	Review, Revision, and Submission to the PMC
1.4	03/18/2026	Approval from Policy Management Committee & Published

**International Travel Policy**

When traveling internationally, employees should be mindful that mobile phones, laptops, and other personal communication devices may access, transmit, and store sensitive ODLs information. Employees are required to exercise due care in handling these devices and the data they contain to reduce exposure to security risks.

Employees should thoroughly review all relevant documents related to international travel to ensure compliance with policies and procedures:

- [Remote Worker Policy](#)
- [Stride IISP 4.0 - Acceptable Use Policy](#)
- [How to Request Approval for International Travel](#)
- [International Travel Request](#)

Any employees, contractors, or other individuals planning to travel outside of the United States and access Stride systems and data on either a personal or Stride-issued device (e.g., laptop, tablet, or phone) must submit an [International Travel Request](#) at least one (1) to six (6) months before departure.

- A minimum of 30 days is required to process and approve all requests.
- Requests submitted less than 30 days before the start of travel may be automatically denied at the discretion of the reviewing parties.
- A request for access to Stride platforms and equipment must be submitted for each country the employee plans to visit during their travel time (other than same-day airport connecting flight/transfer locations).
  - Ensure that all travel stop details are recorded on the ticket to prevent access disruptions.
- Any requests to work from or access any Company data from high-risk or restricted locations outside of the U.S. will require review by Information Security, Human Resources, and Legal. For reference, employees should review [State Department: Travel Advisories](#) or [Global Partners Digital](#) in advance of their travel to familiarize themselves with travel restrictions.

### **Annual Limit on International Travel**

Pursuant to our [Remote Worker Policy](#), employees are not allowed to conduct ODLs business or bring a ODLs-issued device with them outside of the fifty states, the District of Columbia, or on a U.S. military base (the “Permissible Work Location”) for more than a total of 30 days per calendar year, without express permission in advance, through the International Travel Request process.

### **Geographic Restrictions**

The Information Security Team, in collaboration with the Legal Department, has established a list of high-risk and restricted countries. Technical controls are in place to limit or block access from these geographic locations. Any activity involving countries designated as high-risk or restricted will require formal review and approval by both the Information.

These include:

- **Countries with known state-sponsored cyber espionage activity** (e.g., regions where government surveillance or targeted cyberattacks against foreign visitors are common).
- **Locations with mandatory data access or inspection laws** (where border agents or authorities can compel device searches, copy data, or require decryption keys).
- **Regions with weak or inconsistent enforcement of intellectual property protections** (risk of data theft, trade secret exposure, or forced disclosure).

- **Areas with high levels of political instability or civil unrest** (increased risk of physical theft, coercion, or loss of connectivity).
- **Countries with restrictive encryption or VPN regulations** (where use of secure communication tools may be illegal or monitored).
- **Regions with limited or unreliable infrastructure** (higher risk of insecure public Wi-Fi, poor patching, or outdated systems).

## Request Process

Stride encourages its employees to utilize vacation time as down-time, to reenergize and recharge. However, we recognize that there will be times some of you may need to have access to emails or other communication platforms while on PTO. In those cases, as part of the [International Travel Request](#) process, employees must provide **suitable business justification** for working outside of the U.S., supported by their management chain. In addition, requesting employees must provide all requested details regarding their travel, including all planned destinations outside of the U.S. (including U.S. territories and foreign countries), dates of travel, and duration of stay in each location.

## Suitable Business Justifications

- “I am leading a time-sensitive project that requires daily updates and coordination. My presence is critical to ensure deliverables are met and contractual obligations are fulfilled. I will need secure access to Stride email and collaboration platforms during my travel to maintain business continuity.”
- “I am the designated point of contact for a vendor system migration scheduled during my travel dates. My involvement is required to approve changes, respond to technical issues, and ensure compliance with Stride’s security standards. Without my access, the project could face delays and contractual penalties.”

## Unsuitable Business Justifications

- “I’m a teacher going on vacation and I’d like to keep open communication with my students while I’m away, in case they are struggling, instead of finding someone to stand in for me to answer their questions.”
- “I don’t want to use my available leave, or I don’t have enough leave available, so I need to work while traveling internationally.”
- “I want to take a family vacation, but it is the end of the semester, and I won’t be able to keep up to date on grading and submitting everything on time unless I have access while I’m away.”

Information Security, in coordination with Human Resources, Tax, and Legal retains sole discretion to deny any request based on an unsuitable business justification. Note that there may be some exceptions to allow an employee continued access to check their emails occasionally while traveling, based on the position/level of the employee, the scope of their duties, and urgency of business needs related to that employee during their absence.

## Security Controls and Request Outcomes

For approved international travel requests, additional security measures may be applied, including:

- Implementing custom Virtual Desktop Infrastructure (VDI) configurations
- Applying temporary account restrictions during travel
- Enhanced security monitoring of account activity and access patterns

- Provisioning secure temporary workstations

If a travel request is denied, the employee will be notified through ServiceNow and the request will be closed. All denials are final; however, a new request may be submitted if advised by the denying party. Accessing Stride environments (including email and Teams) from an unapproved travel location may result in immediate loss of access and potential disciplinary action.

### Network Access Requirements

- Personal workstations must meet minimum system requirements defined by Stride's Acceptable Use Policy and be capable of running VPN software.
- Access to Stride resources while traveling must occur via VPN connections.
- All work must occur within Stride-managed VDI.

Failure to complete the requirements to establish remote access from an international location may result in an inability to access Stride resources abroad and potential disciplinary action.

### Device Security Requirements

When traveling, devices such as laptops and mobile phones must be equipped with security software to:

- Protect against viruses and malware.
- Identify current security threats.
- Control software installations.
- Encrypt stored data.
- Require user authentication.

For additional details, please refer to the [Stride IISP 4.0 - Acceptable Use Policy](#) or direct any questions to [InfoSec@k12.com](mailto:InfoSec@k12.com).

### Security Issues While Traveling

Travelers experiencing security issues must notify the Stride Information Security team and their manager as soon as possible. Concerns should be routed to [Infosec@k12.com](mailto:Infosec@k12.com). Security issues include but are not limited to:

- Inspection of devices by customs officials.
- Lost or stolen devices.
- Unattended devices.
- Security inspections by non-U.S. government agencies.
- Signs of tampering or unauthorized access attempts.
- Device confiscation

### Upon Return from Travel

Devices used or obtained overseas may be vulnerable to compromise and malware when connected to local networks. To reduce risk, **change all passwords** associated with devices, business-critical systems, and email accounts upon return from travel.

### Tips for Employees

Enroll in the [Smart Traveler Enrollment Program](#) to receive alerts and make it easier to locate you in an emergency.

Only bring the devices necessary for fulfilling your duties and maintaining communication during the trip. Leave any unnecessary work-related equipment securely at home.

Disable WiFi and Bluetooth on cell phones to reduce attack surfaces. Use these features only when essential.

Check the destination's legal requirements – covering export controls, data and privacy laws, illegal content, and encryption rules. Review the [State Department: Travel Advisories](#) and [Global Partners Digital Heat Map](#) in advance of travel to familiarize themselves with travel restrictions.. Any questions can be directed to the GRC team at [GRC-Support@k12.com](mailto:GRC-Support@k12.com) or the legal team at [Legal@k12.com](mailto:Legal@k12.com).

## Enforcement

Any violation of this International Travel Policy may result in disciplinary action, up to and including termination of employment. Stride reserves the right to enforce this policy rigorously to protect company assets and data.

## 2.8 SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

It is Ohio Digital Learning School's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for Ohio Digital Learning School. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because ODLS has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact Insperty human resource specialist or any other supervisor in Ohio Digital Learning School with whom the employee feels comfortable.

## 2.9 YOUR PAYCHECK

Employees will be paid bi-weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, Ohio Digital Learning School is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of Employee's Supervisor and Insperty human resource specialist immediately so ODLS can resolve the matter quickly and amicably.

Paychecks will be given only to the employee, unless the employee requests that they be mailed or authorizes in writing that another person may accept the check.

## 2.10 DIRECT DEPOSIT

Ohio Digital Learning School strongly encourages employees to use direct deposit. Authorization forms are available from Employee's Supervisor and Insperty Payroll Specialist.

## 2.11 PERFORMANCE REVIEW

Depending on the employee's position and classification, Ohio Digital Learning School endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, ODLS encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

## 2.12 OPEN DOOR POLICY

All employees have the opportunity to express ideas and opinions to management. ODLS believes that open communication is essential to a successful work environment, as well as to the ODLS's success. All employees may express ideas and opinions directly to ODLS management. Employees who would like to bring an idea or suggestion to the ODLS's attention, or just simply wishes to discuss an issue not covered by a separate reporting procedure, are always welcome to send an email or make a call to Human Resources.

## 2.13 VIRTUAL TEACHING POLICY

The Employee's at-home hours will conform to a schedule agreed upon by the Employee and his or her Administrator/Head of School. Any changes to the schedule must be reviewed and approved by the Employee's Administrator/Head of School.

Ohio Digital Learning School will determine, with information supplied by the Employee and the Administrator, the appropriate equipment needs (including but not limited to, hardware, software, phone and data lines, facsimile equipment, or software or photocopiers) for each telecommuting arrangement on a case-by-case basis. Ohio Digital Learning School will maintain the equipment it supplies. The Employee, if deemed appropriate, will maintain the equipment supplied by the Employee. ODLS accepts no responsibility for damage or repairs to Employee owned equipment. ODLS reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by ODLS is to be used for business purposes only. The Employee will be asked to sign an inventory of all office property and is responsible for taking appropriate action to protect the item(s) from damage or theft. If the equipment supplied by ODLS is accidentally damaged, ODLS will repair or replace the equipment on one occasion. If the equipment is accidentally damaged a second time, the employee will be responsible for the cost to repair or replace the equipment. Upon termination of Employment or upon request, all ODLS property will be returned to ODLS.

The Employee is responsible for establishing an appropriate work environment within her/his home for work purposes. ODLS will not be responsible for costs associated with initial setup of the Employee's home office such as furniture, lighting, repairs, or modifications to the home office space. Employees will be offered appropriate assistance in setting up a safe and ergonomically correct workstation.

Injuries sustained by the Employee while at his/her home office location and in conjunction with his/her regular work duties are normally covered by ODLS's workers' compensation policy. Employees are responsible for notifying the employer of such injuries in accordance with ODLS workers' compensation procedures. However, ODLS assumes no responsibility for injuries occurring in the Employee's at-home work space outside the agreed-upon work hours. Employees are to maintain safe work conditions in their at-home work space and are to practice the same safety habits as those followed on ODLS premises. The Employee's home location is mainly for the Employee and will never be for meeting with students, families of students, etc. ODLS will also reimburse the Employee for all other reasonable business-related expenses such as phone calls, shipping costs, etc. that are reasonably incurred and documented in accordance with job responsibilities and ODLS expense reimbursement policy and procedures. Employees are required to acquire the highest speed of internet service so as to maintain the highest degree of quality communication. Employees must maintain their internet contracts and are responsible for the payment of their internet service.

Employees who are not exempt from the overtime requirements of the FLSA will be required to record all hours worked in a manner designated by ODLS. In accordance with state and federal requirements, hours worked in excess of those specified per day and per workweek will require the advance approval of the Administrator.

Employees must be accessible by phone, e-mail or voice mail during the agreed-upon work schedule. The focus of the arrangement must remain on the performance of job duties and meeting business demands. It is the Employee's obligation to have a quiet and appropriate work environment during the Employee's workday.

### **Confidentiality of Information**

Employees will be expected to ensure the protection of proprietary ODLS and customer information accessible from their home office. Steps include, but are not limited to, the use of locked file cabinets, disc boxes, and desks; the regular maintenance of passwords; and any other steps appropriate for the job and the environment.

## **2.14 REPRESENTING YOUR SCHOOL**

According to the Guides Concerning the Use of Endorsements and Testimonials in Advertising recently issued by the Federal Trade Commission, employees should disclose their affiliation in a clear and conspicuous way whenever their participation in social media venues can be construed as an endorsement of their employer's products, activities or campaigns.

We require all employees who are publishing or commenting, in any way, on topics that are associated with ODLS, to start their contribution with a disclaimer of their affiliation (e.g.: "Disclaimer: I work for ODLS]). Also, if you are blogging about ODLS topics make sure you include a visible, clear, easy to find disclaimer (e.g.: "Everything posted on this site is my personal opinion. It is not endorsed by ODLS, my employer, my school, and it does not represent the views of ODLS.")

Disclosures must appear within each post, Tweet or status update that contains an endorsement or testimonial. The FTC Guides define endorsements as: any advertising message (including verbal statements, demonstrations, or depictions of the name, signature, likeness or other identifying personal characteristics of an individual or the name or seal of an organization) that consumers are likely to believe reflects the opinions, beliefs, findings or experiences of a party other than a sponsoring advertiser.

### **Code of Conduct**

In all interactions, including the ones happening in social media venues, make sure you are not violating the law and be aware of how your actions may reflect on your career, employer, and business partners. ODLS's Internet Code of Conduct applies to social media venues as well:

- ODLS doesn't block access to social media websites. However, if using social media interferes with any of your work duties and/or responsibilities, ODLS reserves the right to disallow such participation
- Any kind of harassment or discrimination will not be tolerated
- Respect confidentiality of business data and activities, and privacy requirements must be adhered to at all times. ODLS information, especially student information, is to be shared for educational purposes only and employees will be held accountable for violations of FERPA and other laws concerning disclosure of confidential information.
- Be aware of and respect copyright, no matter how tempting it may be to share various pieces of information across social media venues

In addition, employees are requested to:

- Abstain from referring to business partners in social media communication
- Never comment on legal matters or litigations involving ODLS. If asked for your opinion on these matters, please refer the person to ODLS's official statements or communication channels
- Use official communication channels and HR processes appropriately for addressing internal issues and solving problems
- Refrain from attacking fellow employees, students or parents. However, you may respectfully disagree with school actions, policies or management.

#### Consideration Towards Community and Peers

Part of the appeal of social media participation comes from the sense of community and the direct connection the Web allows people to have. In order to nurture and preserve them, we recommend the following:

- Always respect the members of the community you have engaged
- Always consider and respect other people's right to privacy
- Always be respectful in your engagement and use the appropriate ton

As stated above, the purpose of this policy is to protect Ohio Digital Learning School's reputation and prevent the disclosure of confidential information. It is not ODLS's intent to interfere with its employees' legal rights. Whenever state or federal law governs an area of social media participation, ODLS policies should be interpreted as to comply with them.

**Nothing contained in this policy or handbook is meant or designed in any way to interfere with, restrain or coerce employees in the exercise of their rights guaranteed by Section 7 of the National Labor Relations Act.**

## 2.15 GIFTS AND FAVORS

No employee shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of future employment, or any other thing of monetary value that might influence, or appear to influence, the judgment or conduct of the employee in the performance of his or her job.

Employees can accept occasional unsolicited courtesy gifts or favors (such as business lunches, tickets to sporting events or cultural events, holiday baskets, flowers, etc.) as long as the gifts or favors have a market value under \$25, are customary in the industry, and do not influence or appear to influence the judgment or conduct of the employee. Please discuss exceptions to this amount with your Principal or Head of School.

Employees are not to give, offer, or promise directly or indirectly anything of value to any representative of a customer, a potential customer, a vendor or potential vendor, financial institution or potential financial institution with whom ODLs has or may have a business relationship.

## 2.16 EMERGENCY CONTACT INFORMATION

All employees must provide emergency contact information for persons to be contacted in the event of a personal emergency. Emergency contact information is confidential and should not be made available to nonessential staff. All employees are required to supply emergency contact information — it is each employee's personal decision as to whom he or she chooses to have as the emergency contact. In an effort to keep information current should an emergency arise, employees are asked to notify Insperty when changes occur.

## 2.17 EMERGENCY SITUATIONS

To protect the safety and welfare of employees, ODLs has emergency procedures which can be found in the employee break room (Administrative Office). Employees have the responsibility to be familiar with the Emergency Procedures. In case of emergency, it is important for all employees to remain calm and take appropriate actions.

Immediately inform management of the emergency, if practical. Immediately call local safety/security personnel or 911, if appropriate. If it is safe to do so, remain at or near the scene until help arrives to provide direction or assistance.

In the case of a fire or explosion, evacuate the immediate area and make any injured person comfortable. Do not move a severely injured person, unless he or she is in immediate danger of further injury. Do not administer any drugs or food to an injured person. If necessary a first-aid kit can be found in the employee break room (Administrative Office).

Use fire extinguishers to contain any fires if it can be done safely, they are provided throughout the Administrative Office.

Note names of victims, witnesses, and others involved in order to assist emergency personnel when they arrive.

If employees notice any evidence of tampering with the doors or windows to the offices, remain outside or leave the office immediately. Contact the police and provide information as requested upon their arrival.

These safety steps should also be observed when you are not at the school but at a school sponsored event. Prior to the start of the event you should arrive early and introduce yourself to the property manager where the event is to be held. Ask about evacuation and safety procedures.

## **General Guidelines in an Emergency**

### **Stay calm and think through your actions. Know important emergency numbers, such as:**

- Fire/Police/Ambulance 911
- Suicide Hotline 988
- Insperity Contact center 1-866-715-3552
- K12 Operator 1-855-827-3613
- ODLS Office 419-740-9007

### **Be aware of your surroundings:**

- Know where stairwell exits are located—there are stairwell exits on each floor.
- In the event of an emergency, use only stairs—do not take elevators.
- Do not hesitate to call or alert others if you believe that an emergency is occurring.

### **Fire Evacuation:**

- Employees will be notified of a fire by either the fire alarm system or a paged announcement.
- Upon hearing the alarm, immediately evacuate the building using the closest stairwell exit—do not use the elevators or delay evacuation to gather personal belongings, finish a phone call or wait for friends.
- Notify Emergency Floor Leaders or their backups.

### **Floor Leaders/Backups:**

- Emergency Floor Leaders should be the last persons to leave the area—they should check in conference rooms, restrooms and offices to ensure all employees have evacuated, then close all doors after clearing an area.
- Any employee with mobility, visual, hearing or other conditions that may hinder them from becoming aware of an emergency or evacuation should disclose their condition to Human Resources so that special assistance can be provided should an emergency occur.
- Upon exiting the building, report to (insert name) for headcount confirmation by the Emergency Floor Leaders.
- If an employee or known guest or visitor is missing, immediately report the missing person's name to an Emergency Floor Leader who will in turn report it to the proper School and civil authorities.
- All employees who are not members of a response team should stay together in the designated location so periodic updates on the situation can be communicated—do not go home, wait in your car, return to the building or go to another building unless directed by an Emergency Floor Leader to do so.

### **If You Discover a Fire:**

- Alert other persons in the immediate hazard area.
- Activate the nearest fire alarm, call 911, call the receptionist and page an emergency announcement, if possible.
- If you have been trained to use a fire extinguisher, follow these instructions:
  - Pull the safety pin.
  - Aim the nozzle at the base of the fire.
  - Squeeze the operating lever.
  - Sweep side to side, covering the base of the fire.
  - When using a fire extinguisher, always stay between the fire and an exit— never feel that using a fire extinguisher is required, and if the fire is too hot, too smoky or you are frightened, evacuate immediately.

### **Medical Emergency:**

- Upon discovering a medical emergency, call 911.
- Call the receptionist and page an emergency announcement, if possible.
- Stay with the ill or injured person, being careful not to come into contact with any body fluids unless properly trained and protected.
- Send one person to alert Head of School and/or Insperity so they can notify family members of the ill or injured person.
- Employees in the immediate vicinity of the emergency, but not involved in the emergency effort, should leave the area.

### **Severe Weather:**

- In the event severe weather conditions occur at a time when you have not yet reported to work, you should report to work as usual unless otherwise notified, but only if you are able to do so safely.
- The receptionist will monitor the weather if a severe weather warning is issued, he or she will immediately page an announcement.
- Employees should immediately seek shelter in the main hallways or exit stairways away from all windows.
- The receptionist will take the weather radio with him or her—when the severe weather warning is cancelled, he or she will send Emergency Floor Leaders to each floor to advise that it is safe to return to work areas, and then will make a general announcement over the paging system.

## **2.18 WHISTLEBLOWER PROTECTION AND REPORTING FRAUD**

The ODLS Board of Directors expects all ODLS employees as well as administrators to be honest and ethical in their conduct, and to comply with applicable State and Federal law, Board policies, administrative procedures and processes. The Board encourages staff to report possible violations of these Board expectations to their immediate supervisors. It is the responsibility of an employee who is aware of conduct on the part of any Board member or ODLS employee or administrator that possibly violates Federal or State law, or Board policy, to call this conduct to the attention of his/her immediate

supervisor. If the employee's immediate supervisor is not responsive or is the employee whose behavior is in question, the employee may report to the Head of School. If the reported conduct relates to the Head of School or an administrator or the Head of School is not responsive, the report may be filed directly with the Board President.

After such a report is made, the immediate supervisor will ask that employee's report be put in writing. Any employee making such a report shall be protected from discipline, retaliation, or reprisal for making such report as long as the employee made a reasonable and good faith effort to determine the accuracy of any information reported. Employees are subject to disciplinary action, up to and including termination, for purposely, knowingly, or recklessly making a false report under this policy. Conversely, employees are subject to disciplinary action, up to and including termination, if they are aware of a violation of Federal, State, or local law that the Board has the authority to correct, but they do not make a report confirmed in writing to their immediate supervisor or consistent with this policy.

In the case of reporting suspected fraud or fraudulent activity, an employee may file a report using the Auditor of State's system for reporting of fraud. This reporting mechanism may be used either in addition to or instead of filing a written report with the employee's supervisor or as otherwise permitted under this policy.

The Ohio Auditor of State's office maintains a system for the reporting of fraud, including misuse of public money by any official or office. The system allows all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a toll free number, the Auditor of State's website, or through the United States mail.

US MAIL: Ohio Auditor of State's Office Special

Investigations Unit

88 East Broad Street

P.O. Box 1140

Columbus, OH 43215

CALL 1-866-FRAUD OH (1-866-372-8364)

Website: [www.ohioauditor.gov](http://www.ohioauditor.gov)

## 2.19 LUNCH AND BREAK PERIOD POLICY

Typically, employees take a scheduled lunch break. This lunch break is deemed paid for nonexempt employees. Lunch breaks are generally taken between the hours of 11am and 2pm. The timing of your lunch break is based on work requirements in each department. Staggered lunch breaks may be necessary to ensure the continuity of operations and services.

Full-time non-exempt employees will also be provided two paid rest periods of 15 minutes each day. Scheduling of rest periods is dependent on the needs of each department.

## 2.20 REFERENCES & EMPLOYMENT VERIFICATIONS

Ohio Digital Learning School will respond to reference requests through their Human Resources Department or through Insperity as outlined under the [Request and Employment Verification](#) section for more details.

### **Verbal Verifications**

ODLS or Insperity's Contact Center will provide general information concerning the employee such as date of hire, date of discharge, and positions held. For verification of active status only, visit [verification.insperity.com](http://verification.insperity.com). Contact 866-715-3552, Option 2, to obtain dates of employment and last position held.

### **Written Verifications**

Requests for reference information must be in writing, and responses will be in writing. Written verifications are processed online through our secure verification environment with Vault Verify. Visit [www.vaultverify.com](http://www.vaultverify.com) and use Company Code 23041, Insperity or Ohio Digital Learning School.

## SECTION 3 - BENEFITS

### 3.1 BENEFITS OVERVIEW

In addition to good working conditions and competitive pay, it is Ohio Digital Learning School's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits can include time-off benefits, such as vacations and holidays, and insurance and other plan benefits.

Employees may access benefit information through Insperity Premier at: <https://portal.insperity.com>. If employees have any questions regarding the benefits provided by Insperity, they should contact the Insperity Contact Center at 1-866-715-3552, 7:00 a.m. – 7:00 p.m. CT, Monday through Friday.

While the intention is to maintain the benefits provided to employees, they can be modified, amended or terminated at any time and for any reason.

### 3.2 PAID HOLIDAYS

Full-time employees will be paid for the following holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the vacation day, or the eligible employee will receive an additional vacation day at the option of ODLS.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of ODLS.

### 3.3 PAID TIME OFF AND SICK POLICY

Ohio Digital Learning School recognizes the need for employees to take time off during the school year to attend to personal matters. All full-time employees are eligible for Personal Time Off determined by the effective date of their individual Employment Agreement for that school year. Personal time will not carryover from one school year to the next. ODLS's school year begins August 1 of each year and ends July 31 of the following year. An employee who wishes to take Personal Time Off should notify their supervisor about the requested time off and complete the Request for Time Off (RTO) Form. Personal time should be scheduled during non-peak times of your work schedule. ODLS retains the right to grant or deny personal time off.

Unused personal time or sick time will not be paid out upon termination of employment.

After three days of consecutive absences, a physician's note explaining the need to be absent must be provided. ODLS does not accept sick time balances from other school districts. All new employees will begin with a balance of zero. ODLS does not allow a negative balance to Sick time, however, an exception could be made for first year teachers, which requires management approval PRIOR to usage, and is authorized on a case-by-case basis. A negative balance may never extend past the annual accrual.

Eligible employees may use Sick Leave for the following:

- their mental or physical illness, injury or health condition; medical diagnosis, care or treatment of their mental or physical illness, injury or health condition; or preventative medical care;
- their family member's mental or physical illness, injury or health condition; medical diagnosis, care or treatment of the family member's mental or physical illness, injury or health condition; or preventative medical care for a family member;
- if they or their family members are a victim of domestic violence or sexual assault: the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault; or
- for closure of their primary workplace by order of a public official due to a public health emergency; for their need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that employees or their family members' presence in the community would jeopardize the health of others because of exposure to a communicable disease, whether or not eligible employees or their family members have actually contracted the communicable disease.

PTO resets August 1<sup>st</sup> for all staff

#### **Instructional Staff**

- Summer- Last 15 days in June through July 31.
- Personal – 3 days (24 hours) per year upon hire and at the start of each fiscal year thereafter.

- Sick – Upon hire, employees accrue 4.62 hours per pay period (every two weeks) and the time may be used in 4-hour increments once accrued. Unused time will carry over to the following year up to the maximum accrual cap of 360 hours.
- Leave in excess of 3 consecutive days must have written approval or medical documentation on file.
- PTO can only be used in 4- or 8-hour periods.

### **Non-Instructional Staff**

- Summer – Month of July.
- Personal – 5 days (40 hours) per year upon hire and at the start of each fiscal year thereafter.
- Sick – Upon hire, employees accrue 4.62 hours per pay period (every two weeks) and the time may be used in 4-hour increments once accrued. Unused time will carry over to the following year up to the maximum accrual cap of 360 hours.

This policy is intended to comply with the Michigan Paid Medical Leave Act.

## **3.4 LACTATION ACCOMMODATIONS**

Ohio Digital Learning School will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their child, in accordance with and to the extent required by applicable law. The break time, if possible and permitted by applicable law, must run concurrently with rest and meal periods already provided. If the break time does not run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

ODLS may not be able to provide additional break time if doing so would seriously disrupt ODLS's operations, subject to applicable law.

ODLS will make reasonable efforts to provide employees with the use of a room or location in close proximity to the employee's work area, other than a bathroom, to express milk in private. This location may be the employee's private office, if applicable. Please consult your supervisor or Insperity human resource specialist with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

### 3.5 WORKERS' COMPENSATION

On-the-job injuries are covered by Ohio Digital Learning School's Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow ODLS procedures may affect the ability of employees to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

Questions regarding workers' compensation insurance coverage should be directed to your supervisor or the Insperity Workers' Compensation Department at 866-250-9661.

### 3.6 MANDATORY JURY DUTY AND WITNESS LEAVE

If you are summoned to jury duty or to appear in court as a witness, Ohio Digital Learning School will continue your pay in accordance with FLSA and applicable law. If you are summoned to jury duty, ODLS will continue your pay for 5 days of jury service per calendar year. If you are required to serve more than 5 working days of jury service in a calendar year, you will be allowed additional time off without pay to complete the jury service. ODLS will continue to pay for this extended period of service in accordance with FLSA and applicable law. You must notify your supervisor as soon as it is known your jury duty will be extended.

To qualify for either jury or witness duty leave, you must submit a copy of the summons to your supervisor as soon as it is received. In addition, you must also submit to your supervisor a related proof of service when the period of jury or witness duty is completed. No adverse employment action will be taken against employees due to their service as either a juror or witness in state or federal courts.

### 3.7 BEREAVEMENT LEAVE

The death of a family member is a time when employees wish to be with their families. If the employee is full-time and loses a close relative, the employee will be allowed paid time off of up to three (3) workdays to assist in attending to obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic/civil union partner, parent, sibling, child, or any other relation required by applicable law. Paid leave days may be taken only on regularly scheduled, consecutive workdays following the day of death. Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, Ohio Digital Learning School may require verification of death.

### 3.8 VOTING LEAVE

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

### 3.9 EMPLOYEE ASSISTANCE PROGRAM

We care about our employees' health and well-being and recognize that employees may be faced with personal challenges. The Employee Assistance Program (EAP) provides confidential support, counseling, as well as customized resources and referrals to help employees and their immediate families with work-life services, health information lines, and legal and financial services referrals. All contact between an employee and the EAP is confidential and designed to safeguard the participant's privacy rights. The EAP's telephone number is 1-866-402-0003.

The Company reserves the right to amend, suspend, or terminate any of the benefits plans it sponsors at any time.

### 3.10 INSPERITY ONLINE SERVICES

Visit Insperty online to access training, secure personal information and work tools. Go to <http://portal.insperity.com> and click CREATE ACCOUNT. Follow the steps below to log in and begin using Insperty Premier™:

Step 1: Enter your last name and date of birth

Step 2: Enter one of the following to identify yourself:

- Your Social Security Number
- Your Individual Taxpayer Identification
- Your Insperty ID (this can be found on your paystub)

Step 3: Enter a username and password of your choice. Then follow the remaining prompts to create the account.

Your personal information is accessible only to you through multiple layers of security and industry-standard data encryption. Since payroll information and other sensitive data are accessible through your account, it is important you do not share your username and password with others.

Contact Insperty's Contact Center toll free at 866-715-3552, Monday through Friday from 7:00 a.m. to 7:00 p.m., CST for questions about Insperty Premier™ and your Insperty benefits.

#### **Employment Verifications**

Requests for employment verifications, for current or former employees, should be directed to Insperity's Contact Center at 866-715-3552, option 5. Insperity will only release your last title and dates of employment, unless you have authorized in writing certain additional information to be provided.

### 3.11 ODLs TRAVEL AND REIMBURSABLE EXPENSES POLICY

**Purpose:** The purpose of this policy is to establish clear guidelines for the reimbursement of travel expenses incurred by staff members when traveling for work-related purposes.

#### **Travel:**

- ODLs employees may be required to travel for school business, and appropriate school-related travel expenses are reimbursable. Employees are asked to make sound economic choices when using taxpayer dollars.
- Employees are encouraged to travel together whenever possible.
- Official work-related vehicle mileage is reimbursed at the IRS Standard Mileage Rate. Trips less than 10 miles round-trip are not reimbursed. Any vehicle used for ODLs purposes must have liability insurance compliant with ORC Section 4509.51.
- Miscellaneous expenses such as parking, airport shuttle/taxi, and mass transit are reimbursable with proof of payment. Original receipts are required. Local travel associated with non-work-related social activities during an extended stay at a school-related event is not reimbursable.
- Mileage will only be reimbursed from the home address on file, which must be within 45 miles of the Ohio border unless otherwise approved by the direct supervisor.

#### **Meals:**

- Meals will be reimbursed when travel requires an overnight stay or at the discretion of the Head of School:
  - Breakfast: Up to \$9.00, including gratuity.
  - Lunch: Up to \$12.00, including gratuity.
  - Dinner: Up to \$24.00, including gratuity.
- Itemized receipts are required for all meal reimbursements. Alcohol is not reimbursable and should not appear on submitted receipts.
- Meals included as part of a conference or meeting's registration fees are not reimbursable.

#### **Lodging:**

- Lodging is reimbursable at a maximum daily rate of \$120, excluding taxes. Exceptions must be approved by the Head of School.
- Lodging is reimbursable if the event begins before 10:00 A.M. and is 150 miles or more from the employee's home.
- Hotel accommodations for an approved professional conference are reimbursable at the full conference rate the night prior if the event is at least 150 miles from home.

#### **Home Office Expenses:**

- Each teacher is provided a home office supply budget of up to \$100 per school year, excluding printer ink/toner and printer/copy paper.
- Office supplies must be purchased on separate receipts restricted to appropriate items.
- Computer-related accessories are generally not reimbursable. Contact the technology manager for approval prior to purchase.
- Expense reports must be submitted within 45 days of the expenses. May and June expenses must be submitted by June 10th.

#### **Phone and Internet:**

- ODLS may provide a phone and phone service to all remote employees.
- Internet service is reimbursed quarterly, up to \$75 per month, upon receipt of internet invoices. Invoices must show the exact cost of internet within bundled services.

#### **Student Outings/Activity Expenses:**

- Expenses for hosting student/parent activities may be reimbursed with prior approval from the teacher's principal.
- Event-specific items must be on original receipts restricted to the event.
- Student cards and gifts are not reimbursable. Gift cards must be administered by the ODLS office.

#### **Mileage Reimbursement:**

- Mileage will be reimbursed based on the shortest route from the home address to the work destination and back, once per day.
- Mileage is reimbursed at the IRS standard rate.
- Mileage for personal errands, detours, or non-work-related travel is not reimbursable.
- Travel between home and the regular work site is not reimbursable.
- Mileage will only be reimbursed from the home address on file, which must be within 45 miles of the Ohio border.

#### **Compliance:**

- All staff must adhere to this policy. Non-compliance may result in denial of reimbursement and potential disciplinary action.

### **3.12 RETIREMENT PLAN – STRS AND SERS**

All employees are required by law to participate in either STRS or SERS. Insperity will make the necessary determination as to what retirement system the employee will be eligible for based on the guidelines set forth by either STRS or SERS.

All STRS and SERS eligible employees will have the state designated percentage of their gross wages deducted and directed to the appropriate retirement system, as applicable. Ohio Learning Digital School will make the appropriate contributions as required by law to either STRS or SERS. Employees may contact the Ohio State Teachers Retirement System (STRS) Ohio's

Member Services Center toll-free at 888-227-7877 or the Ohio School Employees Retirement System (SERS) Member Services Center toll-free at 800-878-5853.

## SECTION 4 - LEAVES OF ABSENCE

### 4.1 PERSONAL LEAVE

If employees are ineligible for any other ODLS leave of absence, Ohio Digital Learning School, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However, a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days, or sick days. Ohio Digital Learning School will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to ODLS in a timely manner, subject to the terms of the plan documents.

When the employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one (1) week before the end of the leave.

Upon completion of the personal leave of absence, ODLS will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by ODLS will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any ODLS-provided Short-Term Disability Leave of Absence.

### 4.2 MILITARY LEAVE

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much

advance notice of their need for military leave as possible so that Ohio Digital Learning School can maintain proper coverage while employees are away.

## 4.3 FAMILY AND MEDICAL LEAVE

### The Leave Policy

Employees may be entitled to a job-protected leave of absence under the Family and Medical Leave Act (FMLA). The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA. This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact Supervisor.

#### I. Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," the employee must:

1. Have been employed by Ohio Digital Learning School for at least 12 months (which need not be consecutive);
2. Have been employed by ODLs for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and
3. Be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

#### II. Entitlements

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

##### A. Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date the employee uses their family and medical leave. Leave may be taken for any one (1), or for a combination, of the following reasons:

- The birth, adoption, or foster care placement of a child with the employee and to care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, child, or parent (but not in-law) who has a serious health condition;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one (1) or more of the essential functions of the employee's job; and/or
- Because of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents employees from performing the functions of their job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

"Qualifying exigencies" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

#### **B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, child, parent, or next of kin of a covered servicemember is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." "Covered servicemembers" also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five (5) years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

#### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA leave may be taken for a period of consecutive days, weeks, or months. Additionally, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Qualifying exigency leave also may be taken on an intermittent basis.

#### **D. No Work While on Leave**

The taking of another job while on FMLA leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

#### **E. Protection of Group Health Insurance Benefits**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

## **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause ODLS substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. ODLS will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

## **G. Notice of Eligibility for, and Designation of, FMLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from ODLS telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of:

1. Their rights and responsibilities in connection with such leave;
2. ODLS's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and
3. The amount of leave, if known, that will be counted against the employee's leave entitlement.

ODLS may retroactively designate leave as FMLA leave with appropriate written notice to employees provided ODLS's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, ODLS and employee can mutually agree that leave be retroactively designated as FMLA leave.

## **III. Employee FMLA Leave Obligations**

### **A. Provide Notice of the Need for Leave**

Employees who take FMLA leave must timely notify ODLS of their need for FMLA leave. The following describes the content and timing of such employee notices.

#### **1. Content of Employee Notice**

To trigger FMLA leave protections, employees must inform their supervisor of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow ODLS to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- A medical condition renders them unable to perform the functions of their job;
- They are pregnant or have been hospitalized overnight;
- They or a covered family member are under the continuing care of a health care provider;
- The leave is due to a qualifying exigency caused by a military member being on covered active-duty or called to covered active duty status to a foreign country; or

- If the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to ODLS's questions to determine if absences are potentially FMLA-qualifying. Employees do not have to share a medical diagnosis.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which ODLS has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

## **2. Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide ODLS notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with ODLS and make a reasonable effort to schedule treatment so as not to unduly disrupt ODLS's operations, subject to the approval of the employee's health care provider. Employees must consult with ODLS prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both ODLS and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, ODLS may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, ODLS may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise ODLS of the reason why such leave is medically necessary. In such instances, ODLS and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting ODLS's operations, subject to the approval of the employee's health care provider.

### **C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three (3) types of FMLA medical certifications: an initial certification, a recertification, and a return-to-work/fitness-for-duty certification.

It is the employee's responsibility to provide ODLS with timely, complete and sufficient medical certifications. Whenever ODLS requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after ODLS's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. ODLS will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. ODLS will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, ODLS (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide ODLS with authorization allowing it to clarify or authenticate certifications with health care providers, ODLS may deny FMLA leave if certifications are unclear.

Whenever ODLS deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If ODLS has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at ODLS's expense. If the opinions of the initial and second health care providers differ, ODLS may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by ODLS and the employee.

### **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, ODLS may require employees to provide recertification of medical conditions giving rise to the need for leave. ODLS will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

### **3. Return-to-Work/Fitness-for-Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide ODLS with medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. ODLS may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active-duty or call-to-covered active-duty status of a military member, ODLS may require employees to provide:

1. A copy of the military member's active-duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and
2. A certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active-duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, ODLS may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, ODLS may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA Leave**

Employees must, to the maximum extent permitted by applicable law, use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA entitlement, subject to state or local law.

Upon written request, ODLS will allow employees to use accrued paid time to supplement any paid disability benefits, workers' compensation, or other monetary benefits.

Leaves of absence taken in connection with a disability leave plan, or workers' compensation injury/illness, or other monetary benefits shall run concurrently with any FMLA leave entitlement.

#### **F. Pay Employee's Share of Health Insurance Premiums**

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless ODLS notifies employees of other arrangements, whenever employees are receiving pay from ODLS during FMLA leave, ODLS will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.

ODLS's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, ODLS will send a letter notifying the employees that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse ODLS for the cost of the premiums ODLS paid for maintaining coverage during their unpaid FMLA leave.

#### **IV. Questions and/or Complaints about FMLA Leave**

If you have questions regarding this FMLA policy, please contact Supervisor. ODLS is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge, or discriminate, threaten, punish, or otherwise retaliate against any person for exercising their rights under the law including requesting FMLA leave, opposing any practice made unlawful by FMLA or for involvement in any investigation or proceeding under or relating to FMLA including cooperating with a WHD investigation. If employees believe their FMLA rights have been violated, they should contact Supervisor immediately. ODLS will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the WHD or may bring private lawsuits alleging FMLA violations.

#### **V. Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state, or local law prohibiting discrimination, or supersede any state or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult ODLS's other leave policies in this handbook or contact Supervisor.

For questions regarding rights or responsibilities under this policy, please call the Insperity Contact Center toll free at 866-715-3552 (select "Benefits"), weekdays between 7 a.m. and 7 p.m. Central time.; For questions regarding 401(k) loan payments, contact Insperity Retirement Services at 888-401-5273. View the Department of Labor Notice to Employees of Rights Under FMLA document located at <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>.

## SECTION 5 - GENERAL STANDARDS OF CONDUCT

### 5.1 WORKPLACE CONDUCT

Ohio Digital Learning School endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense, and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in ODLS's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing, or defacing Ohio Digital Learning School property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of Ohio Digital Learning School's Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening, or disrupting the work of others or other violations of Ohio Digital Learning School's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness, or unexcused absences.
10. Gambling on ODLS property.
11. Willful or careless destruction or damage to ODLS assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of Ohio Digital Learning School's Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of Ohio Digital Learning School policy.

Where appropriate, supervisors will follow a process of progressive employee discipline. Before or during application of any discipline, employees may be given an opportunity to relate their version of the incident or problem and provide an explanation. Examples of progressive employee discipline include:

- Verbal Counseling - A conversation with an employee explaining that the employee's conduct or poor performance is unacceptable, and repeated or continued unacceptable conduct or performance will result in more severe disciplinary action. A record of the notice of the verbal counseling may be made and retained in the employee's personnel file.
- Written Counseling - A written document or memo that describes the unacceptable conduct or performance of the employee and specifies needed changes or improvements. A copy of the written counseling generally will be retained in the employee's personnel file.
- Termination - If an employee fails to follow acceptable conduct or performance standards, the Company may terminate the employee's employment.

Depending on the specific circumstances, the Company may suspend or terminate an employee without prior discipline, or without following a particular order of discipline.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and Ohio Digital Learning School reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. ODLS will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Ohio Digital Learning School will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

## 5.2 PUNCTUALITY AND ATTENDANCE

Regular attendance is important to the smooth operation of ODLS. If you are late or absent, it places a burden on other employees and may impact productivity, customer satisfaction and team morale.

You are expected to be reliable and punctual by reporting to work on time and as scheduled. If you know that you will be absent or late arriving for work, notify your supervisor directly as soon as possible. In most circumstances, you should notify your supervisor within the first 30 minutes of your work shift each day of your absence, unless you have been granted a leave of absence. In the event of a sickness or accident while performing your duties, notify your supervisor immediately.

If you are absent for three or more consecutive workdays due to personal illness, you may be required to provide a statement from your healthcare provider, unless state or local law provides otherwise, before you will be permitted to return to work. Failure to properly report your absences may be considered a voluntary resignation of your position.

## 5.3 USE OF COMMUNICATIONS AND COMPUTER SYSTEMS

Ohio Digital Learning School's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other ODLS policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of Ohio Digital Learning School systems.

Ohio Digital Learning School may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when ODLS deems it appropriate to do so. The reasons for which ODLS may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that ODLS operations continue appropriately during the employee's absence.

Further, Ohio Digital Learning School may review Internet usage to ensure that such use with ODLS property, or communications sent via the Internet with ODLS property, are appropriate. The reasons for which ODLS may review employees' use of the Internet with ODLS property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that ODLS operations continue appropriately during the employee's absence.

ODLS may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

ODLS's policies prohibiting harassment, in their entirety, apply to the use of ODLS's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since ODLS's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Ohio Digital Learning School intends to prevent computer viruses and unauthorized use of copyrighted materials belonging to entities other than the Company. You should obtain prior approval before downloading any software. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the Company, up to and including immediate termination or legal action by the copyright owner.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

## 5.4 USE OF SOCIAL MEDIA

Ohio Digital Learning School respects the right of any employee to maintain a blog or web page or to participate in a social networking on or through websites or services such as X (formerly Twitter), Facebook, Threads, LinkedIn, YouTube, Instagram, TikTok, SnapChat, or similar sites/services (collectively "social media"). However, to protect ODLS interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not use social media during work time or at any time with ODLS equipment or property.

All rules regarding confidential and proprietary business information apply in full to social media. Any information that cannot be disclosed through a conversation, a note, or an e-mail also cannot be disclosed through social media.

When using social media, if the employee mentions ODLS and also expresses either a political opinion or an opinion regarding ODLS's actions that could pose an actual or potential conflict of interest with ODLS, and it is either implicit or explicit that the poster is affiliated with ODLS, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is a personal opinion and not ODLS's position. This is necessary to preserve ODLS's goodwill in the marketplace.

Employees may not use ODLS's logos or trademarks for commercial purposes or to endorse any product or service.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through social media. For example, posted material that is discriminatory, obscene, defamatory, libelous, or violent is forbidden. ODLS policies apply equally to employee social media usage.

Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

## 5.5 PERSONAL AND COMPANY-PROVIDED PORTABLE COMMUNICATION DEVICES

Ohio Digital Learning School-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through ODLS's networks, and the PCD must be provided for inspection and review upon request.

All conversations, text messages, and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a ODLS-provided or personal device, employees must comply with applicable ODLS guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use, and operation of vehicles. Using a ODLS-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, ODLS information and personal data (such as contacts, e-mails, and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of ODLS information. This is the only way currently possible to ensure that all ODLS information is removed from the device at the time of termination. The removal of ODLS information is crucial to ensure compliance with ODLS's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a ODLS-issued device, ODLS's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

### **Portable Communication Device Use While Driving**

Employees who drive on ODLS business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving are prohibited in all circumstances.

## **5.6 CAMERA PHONES/RECORDING DEVICES**

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, as well as inappropriate disclosure of confidential information, the use of any type of phone or video recording device, including but not limited to smart devices (phone, watches, glasses), anywhere on ODLS property or while performing work for ODLS, including to record conversations or activities of other employees or management, is strictly prohibited, unless the device was provided by ODLS and is used solely for legitimate authorized business purposes.

## **5.7 INSPECTIONS**

To the maximum extent permitted by applicable law, Ohio Digital Learning School reserves the right to require employees while on ODLS property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on ODLS or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to ODLS or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

## 5.8 SMOKING

Smoking, including the use of e-cigarettes, is prohibited on ODLS premises and in all ODLS vehicles.

## 5.9 PERSONAL VISITS AND TELEPHONE CALLS

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in Ohio Digital Learning School facilities other than the reception areas.

## 5.10 SOLICITATION AND DISTRIBUTION

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing their work tasks for Ohio Digital Learning School. Solicitation of any kind by non-employees on ODLS premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of ODLS is prohibited at all times. Distribution of literature by non-employees on ODLS premises is prohibited at all times.

## 5.11 CONFIDENTIAL INFORMATION

During the course of work, employees may become aware of confidential information about Ohio Digital Learning School's business, including but not limited to information regarding ODLS finances, pricing, products, and new product development, software, and computer programs, marketing strategies, suppliers, and customers and potential customers. Employees also may become aware of similar confidential information belonging to ODLS's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to Ohio Digital Learning School's competitors. Any employee who improperly copies, removes (whether physically or electronically), uses, or discloses confidential information to anyone outside of ODLS may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

## 5.12 CONFLICT OF INTEREST AND BUSINESS ETHICS

It is Ohio Digital Learning School's policy that all employees avoid any conflict between their personal interests and those of ODLS. The purpose of this policy is to ensure that ODLS's honesty and integrity, and therefore its reputation, are not

compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of ODLS.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with ODLS, by any employee who is in a position to directly or indirectly influence either ODLS's decision to do business, or the terms upon which business would be done with such organization;
2. Holding any interest in an organization that competes with ODLS;
3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with ODLS or which competes with ODLS; and/or
4. Profiting personally, e.g., through commissions, loans, expense reimbursements, or other payments, from any organization seeking to do business with ODLS.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and ODLS.

### 5.13 USE OF FACILITIES, EQUIPMENT AND PROPERTY, INCLUDING INTELLECTUAL PROPERTY

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of ODLS's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, ODLS is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

## 5.14 HEALTH AND SAFETY

The health and safety of employees and others on ODLS property are of critical concern to Ohio Digital Learning School. ODLS intends to comply with all health and safety laws applicable to our business. To this end, ODLS must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on ODLS's premises, or in a product, facility, piece of equipment, process, or business practice for which ODLS is responsible should be brought to the attention of management immediately.

Periodically, ODLS may issue rules and guidelines governing workplace safety and health. ODLS may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

## 5.15 HIRING RELATIVES/EMPLOYEE RELATIONSHIPS

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Ohio Digital Learning School may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of ODLS. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. ODLS generally will attempt to identify other available positions, but if no alternate position is available, ODLS retains the right to decide which employee will remain with ODLS.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

## 5.16 EMPLOYEE DRESS AND PERSONAL APPEARANCE

Ohio Digital Learning School is committed to providing a work environment that allows the majority of its employees to work from home. With that in mind this policy applies to times you are in the office or representing the school. Dress attire should be appropriate to the business/school function you are attending.

### Administrative Office

Traditionally, the administrative office observes “Casual Fridays.” This is when employees are permitted to wear denim slacks to work. Monday – Thursday at the office is “Business Casual” and denim slacks are not permitted.

### Special Events

Information Sessions, Fun Days, Discovery Days, and Class Outings – these events will require you to dress accordingly. If you have any doubt about appropriate attire please contact the events coordinator or your Lead Teacher, Principal or Head of School for clarification.

### Examples of Inappropriate Business Casual Attire:

- Denim Jeans
- Shorts
- Sweatpants, sweatshirts, athletic attire (including shoes), printed logo t-shirts or jerseys, baseball style hats
- Halters
- Clothing exposing midriff
- Flip-flops or other thong sandals (dress sandals are permitted)

### Examples of Inappropriate Casual Attire:

- All items listed above, except denim
- Denim that is ripped, torn, patched or not in good taste
- Athletic shoes may be worn provided they are clean and well kept
- Jewelry should be kept to a minimum based on the event.

## 5.17 PUBLICITY/STATEMENTS TO THE MEDIA

All media inquiries seeking ODLS's official position as to any issue of ODLS must be referred to the President. Only the President is authorized to make or approve public statements on behalf of ODLS. No employees, unless specifically designated by the President, are authorized to make those statements on behalf of ODLS. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of ODLS must first obtain approval from the President.

## 5.18 OPERATION OF VEHICLES

All employees authorized to drive ODLS-owned or leased vehicles or personal vehicles in conducting ODLS business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on ODLS property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

ODLS-owned or leased vehicles may be used only as authorized by management.

### **Portable Communication Device Use While Driving**

Employees who drive on ODLS business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employees are driving, and permitted by law, they must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

## 5.19 END OF EMPLOYMENT

Should any employees decide to leave ODLS, we ask that they provide a Supervisor with at least 2 weeks advance notice of departure. Thoughtfulness will be appreciated. Any property issued to you by ODLS such as software, computer equipment, databases, files, cell phone, pager, keys, parking passes, credit card(s) or any other equipment must be returned at the time of termination. Employees also must return all of ODLS's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay ODLS (through payroll deduction, if lawful) for any lost or damaged ODLS property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

## 5.20 EXIT INTERVIEWS

Employees who resign are requested to participate in an exit interview with Management, if possible.

## 5.21 WEAPONS

Ohio Digital Learning School strives to provide a safe and secure workplace for employees, clients, customers and visitors. The Company has zero tolerance for, and forbids the possession of any type of weapon, firearm, explosive and/or ammunition while on company property or conducting company business. For purposes of this policy, company property includes, but is not limited to, all company facilities, company-provided vehicles and equipment that are either leased or owned by the Company or a company client.

Possession of firearms or other weapons may be cause for discipline, including, but not limited to, immediate termination of employment. In enforcing this policy, Ohio Digital Learning School reserves the right to request inspections of any employee and their personal effects while on company property, to the extent allowable under applicable law. Any employee who refuses to allow an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons.

In the event an employee lawfully possesses a firearm, the employee can store the firearm in the employee's personal vehicle while on company-provided parking areas; however, the firearm must be stored in the employee's locked vehicle, or locked to the vehicle, and hidden from plain view.

Employees share the responsibility of identifying violators of this policy. If you either witness or suspect another individual of violating this policy you should immediately report this information to their onsite supervisor.

## 5.22 FERPA AND CONFIDENTIALITY OF STUDENT INFORMATION

As a virtual school Ohio Digital Learning School has the vital interest in protecting the confidentiality of student information. Not only is this requirement of a Federal Law known as FERPA (Family Educational Rights Act and Privacy Act), it is also a proper business imperative because parents and customers expect that will make only proper use of student information. Employees shall ensure the confidentiality of all student records, as required by state and federal law, including the federal Family Educational Rights and Privacy Act (20 U.S.C. 1232g et seq.) ("FERPA"). Any personally identifiable information about a student that is disclosed to employee shall be used solely for the stated purposes of the disclosure and shall not be redisclosed to any other person without the prior written consent of the student's parent (or of the student if he/she is age 18 or older). Redisclosure of such information by employee without the required prior written consent will result in disciplinary action, up to and including termination.

Student Records can include (but are not limited to):

- Student grades;
- Exams and evaluations;

- Identification information (Social Security Number and Date of Birth);
- Individualized Education Plans (IEPs);
- Discipline records;
- And any other similar records that are subject to confidentiality

ODLS respects and abides by all FERPA laws. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by ODLS. We are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. ODLS may charge a fee for copies.
- Parents or eligible students have the right to request that ODLS correct records which they believe to be inaccurate or misleading. If ODLS decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if ODLS still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information. Generally, ODLS personnel must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
  - School officials with legitimate educational interest;
  - Other schools to which a student is transferring;
  - Specified officials for audit or evaluation purposes;
  - Appropriate parties in connection with financial aid to a student;
  - Organizations conducting certain studies for or on behalf of ODLS;
  - Accrediting organizations;
  - To comply with a judicial order or lawfully issued subpoena;
  - Appropriate officials in cases of health and safety emergencies; and
  - State and local authorities, within a juvenile justice system, pursuant to specific state law.

ODLS may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, ODLS must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that ODLS not disclose directory information about them. ODLS personnel must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.

## 5.23 OUTSIDE EMPLOYMENT

Employees may in some cases need or wish to hold additional jobs. Outside employment is not permitted if it interferes or conflicts with the interests of the school. Employees must notify the Head of School for approval of all outside employment. Employees will not be compensated during an absence which results from an injury on the additional job. Employees may not

use ODLS property including, but not limited to, computers, phones, and contacts, for outside employment, including self-employment.

All employees will be judged by the same performance standards and will be subject to scheduling demands, regardless of any existing outside work requirements. If it is determined that an employee's outside work conflicts or interferes with performance, safety or their ability to meet the requirements of ODLS as modified from time to time, the employee may be asked to terminate the outside employment in order to remain with ODLS.

Employees also may not receive any income or material gain from any individual or entity for materials produced or services rendered while performing their jobs with ODLS.

#### 5.24 RESIDENCY

ODLS employees are required to reside either in the state of Ohio or within 45 miles of Ohio's border and to perform their job duties from such residence unless directed otherwise by the Head of School or his/her designee. Falsification or misrepresentation of an employee's residence is grounds for termination. Employees who move outside of Ohio and are no longer within 45 miles of the Ohio border must notify the Head of School immediately upon relocating. The employee may remain employed with ODLS through the end of the current semester and will be considered to have voluntarily resigned his/her position at that time. Employees will continue to be required to attend all meetings that he/she would otherwise be required to attend. ODLS will reimburse travel expenses only for travel that is no more than 45 miles outside of Ohio's border. Any travel expenses that the employee incurs as a result of living outside of the established residency is the employee's responsibility (i.e., auto, air, train, hotel, meals, etc.).

#### 5.25 CHILD CARE

The Ohio Digital Learning School strives to maintain a professional work environment yet understands the need for an atmosphere that is family oriented. ODLS values the flexibility that it can provide to its employees due to the virtual setting utilized by the school. Therefore, ODLS desires to implement a childcare policy that encompasses the family-friendly values of ODLS while maintaining the degree of professionalism necessary to serve the families of ODLS.

Employees of ODLS must provide undivided attention to the ODLS families when performing their duties and responsibilities. Childcare needs must not interfere with such duties and responsibilities.

1. Employees may not bring any child/children to any marketing, promotional or testing situations presented by ODLS and/or K12 where such employee's participation is expected as part of their regular duties.
2. Employees may not bring any child/children to a staff meeting. If an employee feels it is necessary to bring such child/children in violation of this provision, then prior written approval from the Head of School must be obtained and the employee will have to provide their own childcare. No childcare will be provided by ODLS for children during staff meetings.
3. Employees may bring their child/children to school outings and events, as long as one of the following is true:

a.The Employee’s child/children will be supervised by an appropriate child care provider (other than the Employee or any other ODLS employee), or

b.The child is an ODLS student and is participating in an age appropriate school outing/event and more than one ODLS employee is overseeing the outing/event.

4. An ODLS student or parent should never feel that she/he is being disrupted by an Employee’s child or childcare schedule. ODLS’s teacher agreement states “Employee is required to give his/her full attention to the duties and responsibilities described herein or as determined by the School, between 8:00 a.m. and 5:00 p.m. each non-holiday weekday, excluding vacation, sick, or other approved leave, and during other hours as necessary to fulfill the Employee’s responsibilities.”

5. ODLS will not be responsible for any costs related to childcare. For example, if an Employee needs to drive extra miles to take a child to a care provider in order to attend an outing, the extra mileage cannot be expensed to ODLS.

## 5.26 A FEW CLOSING WORDS

This handbook is intended to give employees a broad summary of things they should know about Ohio Digital Learning School. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Ohio Digital Learning School, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about ODLS or its personnel policies and practices.

## SECTION 6 - INDIANA ADDENDUM

### 6.1 INDIANA: FAMILY MILITARY LEAVE

Employees who have been employed by Ohio Digital Learning School for at least 12 months, have worked at least 1,500 hours during the 12-month period immediately preceding the day the leave begins, and are the spouse, parent, grandparent, child or sibling of an individual ordered to active duty, are eligible for an unpaid leave of absence for up to 10 days each calendar year.

Leave may be taken during any of the following periods:

- during the 30 days before active duty orders are in effect;
- during a period in which the military family member ordered to active duty is on leave while active duty orders are in effect;
- during the 30 days after the active duty orders are terminated.

Employees may elect to substitute any accrued paid time off (except for paid medical or sick leave) for leave provided under this policy. If applicable, health care benefits will be continued at the employee's expense during the period of leave.

Employees must provide written notice to ODLS at least 30 days in advance; notice must include a copy of the active duty orders (if available) and an indication of the date the leave will begin. If the active duty orders are issued less than 30 days before the date the requested leave is to begin, written notice must be provided as soon as possible under such circumstances. ODLS reserves the right to require verification of eligibility for this leave. Failure to provide such verification within a reasonable time after it was requested may result in the absence from employment being considered unexcused.

Upon returning from leave, in most cases the employee will be restored to the position they held before the leave began or to an equivalent position.

### 6.2 CIVIL AIR PATROL LEAVE - IN

Ohio Digital Learning School provides unpaid leave time to eligible employees to serve as a member of the Civil Air Patrol on the request of the state or its political subdivisions. You may choose to take accrued paid time off for the leave. You must give as much advance notice as possible and provide certification from the Civil Air Patrol authority in advance, unless you are called for emergency service.

## SECTION 7 - MICHIGAN ADDENDUM

### 7.1 MICHIGAN: SOCIAL SECURITY NUMBER PRIVACY ACT

It is the policy of Ohio Digital Learning School to ensure to the extent practicable the confidentiality of employees' Social Security Numbers in accordance with Michigan law.

ODLS will not intentionally do any of the following acts which result in a prohibited disclosure of employees' Social Security Numbers. Violation of this policy will result in discipline up to and including discharge.

1. Publicly display more than four (4) sequential digits of a Social Security Number
2. Use more than four (4) sequential digits of a Social Security Number as a primary account number or use more than 4 sequential digits of a Social Security Number on any identification badge or card, membership card, permit or license, except where permitted by law.
3. Require employees to use or transmit more than four (4) sequential digits of their Social Security Numbers over the internet or on a computer system or network or to gain access to the internet, computer system or network unless the connection is secure or the transmission is encrypted. Similarly, ODLS will not require employees to use or transmit more than four (4) sequential digits of their Social Security Numbers to gain access to the internet or a computer system unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification or authentication device is also required.
4. Include more than four (4) sequential digits of Social Security Numbers on the outside of envelopes or packages or visible internal areas.
5. Include more than four (4) sequential digits of Social Security Numbers in documents or information mailed to individuals, except as permitted by law.

ODLS limits access to Social Security Numbers to those employees and outside consultants whose job duties require that they use this information in connection with ODLS business. The individuals who have access to Social Security Numbers are those who work in the following areas:

*Human Resources*

*Benefits Administration*

*Computer and Information Technology*

*Executive Management*

*Legal Department*

*Individuals who, though not employed by ODLS provide legal, tax, benefits, management or other consulting services for ODLS.*

ODLS will properly dispose of documents containing Social Security Numbers by ensuring that all such materials are shredded or otherwise destroyed prior to discarding such information. Data stored in electronic format will be rendered irretrievable

before computers are discarded or destroyed.

## 7.2 MICHIGAN: VICTIMS OF CRIME LEAVE

Employees who are a victim or victim's representative, called to serve as a witness in a judicial proceeding, must notify their supervisor as soon as possible.

Employees will not be compensated for time away from work to participate in a court case, but may use available vacation and personal time to cover the period of absence.

Employees testifying as the victim or representative of a victim in a judicial proceeding will not be disciplined for their absence.

## SECTION 8 - ACKNOWLEDGMENTS

### 8.1 HANDBOOK ACKNOWLEDGMENT

I acknowledge receipt of Ohio Digital Learning School's Employee Handbook ("Handbook"). I understand this handbook contains information regarding the Company's rules and benefits which affect me as an employee.

I understand the Handbook is not a written employment contract for any specific term. My employment with Insperity is at-will. My employment with the Company is at-will unless an authorized employment agreement with Ohio Digital Learning School provides otherwise.

I further understand that only Company authorized and designated Leadership personnel has any authority to change my at-will status or enter into any agreement guaranteeing employment with the Company for any specific period of time. I also understand that if any agreement is made, it will not be authorized and enforceable unless it is in writing and signed by both parties.

I also understand that an agreement made by designated Company Leadership personnel of Ohio Digital Learning School is not binding on Insperity unless it is agreed to in writing by either the president or senior vice president of Insperity.

I understand, if requested by Ohio Digital Learning School, I must repay the Company any vacation/PTO used but not accrued at the time my employment ends, and I hereby authorize the Company to deduct such amounts from my final paycheck to the extent permitted by law. I also agree that if requested, I will complete a new deduction authorization form to facilitate such deductions.

I understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to the onsite supervisor.

I further understand the Company reserves the right to modify the policies and benefits in the Handbook at any time without notice.

My signature below acknowledges that I have received the Handbook and understand it is my responsibility to read and comply with all policies contained in this Handbook, including state specific addendums (if any), and any revisions made to it.

Employee Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Insperity Employee ID Number: \_\_\_\_\_

**Please sign and return one acknowledgment to your supervisor and retain the other for your records. A copy of this signed acknowledgment should be sent to Insperity.**

Page	Now	Change
35	<p><b>Instructional Staff</b></p> <ul style="list-style-type: none"> <li>• Summer- Last 15 days in June through July 31.</li> <li>• Personal – 3 days (24 hours) per year upon hire and at the start of each fiscal year thereafter.</li> <li>• Sick – Upon hire, employees accrue 4.62 hours per pay period (every two weeks) and the time may be used in 1-hour increments once accrued. Unused time will carry over to the following year up to the maximum accrual cap of 360</li> </ul>	<ul style="list-style-type: none"> <li>• Sick – Upon hire, employees accrue 4.62 hours per pay period (every two weeks) and the time may be used in 4-hour</li> <li>• Leave in excess of 3 consecutive days must have written approval or medical documentation on file.</li> </ul>
6	<p>On behalf of Ohio Digital Learning School, let me extend a warm and sincere welcome to employees commencing with us. For employees who have been with us, thanks for your past and continued service. I extend my personal best wishes for success and happiness here at Ohio Digital Learning School. We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.</p>	<p><b>We would like to</b> extend a warm and sincere welcome to employees commencing with us. For employees who have been with us, thanks for your past and continued service. <del>I extend my personal best wishes for success and happiness here at Ohio Digital Learning School.</del> We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.</p>
12	<p><b>1.7 MISSION</b> ODLS provides alternative pathways that empower students to take charge of their own education, personal growth, and success. We embrace a culture of respect, open-mindedness, and change.</p>	<p><b>1.7 MISSION</b> <b>ODLS provides alternative pathways that empower students to take charge of their own education, personal growth, and success.</b> <b>We embrace a culture of respect, open-mindedness, and change.</b></p>
12	<p><b>1.8 VISION</b> Providing a unique and supportive learning environment for ALL learners. Core Values: <b>RESPECT</b> We will all respect each individual for who they are and celebrate uniqueness. We will address individuals calmly and politely. <b>GIVING ONE ANOTHER A CHANCE</b> Everyone has a right to participate and have a go. We think about others and make sure other people on</p>	<p><b>1.8 VISION</b> <b>Inspire, Educate, Celebrate.</b> <b>Providing a unique and supportive learning environment for ALL learners.</b></p>

	<p>our team have had a chance to contribute, share their ideas, and have their ideas considered in class.</p> <p><b>EMBRACING CHANGE</b></p> <p>We believe change can be a positive opportunity for creating a better self, school, and society</p> <p><b>STUDENT ACCOUNTABILITY</b></p> <p>ODLS Students will hold themselves accountable to attend school and complete coursework, working to the best of their individual ability.</p>	
12-13	<p><b>1.9 CORE VALUES</b></p> <p>The Ohio Digital Learning School’s core values are passion, accountability, and courage.</p> <p>Every staff member will be passionate about the unique population and individual needs of the students we serve. That passion will be instilled in the student culture through daily interactions with school staff both on- and offline and while engaging live daily class sessions with content teachers. There will be a culture of accountability. Staff will be accountable to students and families to provide an excellent education. Students and families will be accountable to engage and actively participate in the education process. Students will be taught to hold themselves accountable to their goals. It takes courage for our students to face the outside circumstances that have impacted their educational path and to continue to pursue their high school diploma despite those obstacles. The staff will provide a holistic approach to enable continued engagement and commitment to educational goals.</p>	<p><b>1.9 CORE VALUES</b></p> <p><b>RESPECT:</b></p> <ul style="list-style-type: none"> <li>We will all respect each individual for who they are and celebrate uniqueness. We will address individuals calmly and politely.</li> </ul> <p><b>GIVING ONE ANOTHER A CHANCE:</b></p> <ul style="list-style-type: none"> <li>Everyone has a right to participate and have a go. We think about others and make sure other people on our team have had a chance to contribute, share their ideas, and have their ideas considered in class.</li> </ul> <p><b>EMBRACING CHANGE:</b></p> <ul style="list-style-type: none"> <li>We believe change can be a positive opportunity for creating a better self, school, and society.</li> </ul> <p><b>STUDENT ACCOUNTABILITY:</b></p> <ul style="list-style-type: none"> <li>ODLS students will hold themselves accountable to attend school and complete coursework, working to the best of their individual ability.</li> </ul>
16	<p>Ohio Digital Learning School may allow employees to work remotely if their job duties and work performance are determined to be eligible for remote work. Eligibility will be decided on a case-by-case basis by ODLS. Employees also may be required to</p>	<p><del>Ohio Digital Learning School may allow employees to work remotely if their job duties and work performance are determined to be eligible for remote work. Eligibility will be decided on a case-by-case basis by ODLS. Employees also may be required to</del></p>

	work remotely during periods of public health emergencies if government orders and mandates recommend such work.	<del>work remotely during periods of public health emergencies if government orders and mandates recommend such work.</del>
16	<b>Hours of Work</b> Employees will work full time from home. Scheduled hours of work will be set by the employees' manager or supervisor. Employees should maintain regular contact with their supervisors and managers.	Employees will work full time from home. Scheduled hours of work are 8:00am – 4:00pm, unless stated otherwise by the employees' supervisor. Employees should maintain regular contact with their supervisors and managers.
27	ODLS will supply the Employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities.	<del>ODLS will supply the Employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities.</del>
30	Fire/Police/Ambulance 911 Suicide Hot Line 988 Insperity Contact center 1-866-715-3552 School Operator 1-855-827-3613	Fire/Police/Ambulance 911 Suicide <b>Hotline</b> 988 Insperity Contact center 1-866-715-3552 <b>K12 Operator 1-855-827-3613</b> <b>ODLS Office 419-740-9007</b>
39	Each teacher is provided a home office supply budget of up to \$100 per school year, excluding printer ink/toner and printer/copy paper. Paper is reimbursable up to \$5.00 per ream. Office supplies must be purchased on separate receipts restricted to appropriate items.	<b>Each teacher is provided a home office supply budget of up to \$100 per school year.</b> <del>Paper is reimbursable up to \$5.00 per ream.</del>
59		<b>5.21 needs moved to the end of the section</b>

## **Instructional staff Employment Agreement for Ohio Digital Learning School**

The Board of Directors (“Board”) of the Ohio Digital Learning School (“School”) agrees to employ \_\_\_\_\_ (hereinafter referred to as the “Employee”), and Employee agrees to serve the School in the position of \_\_\_\_\_ commencing on August 1, 2026 (the “Commencement Date”). This Agreement is contingent upon final approval by a majority of the ODLS Board members during a scheduled Board meeting.

Subject to the limitation of at-will employment, this Agreement shall remain in force from the Commencement Date until the thirty-first (31) day of July 2027 (the “Termination Date”), or unless otherwise terminated, whichever occurs first.

Salary. For the 2026–27 School Year, Employee shall be paid at a rate of \$\_\_\_\_\_ per year, in accordance with the usual payroll practices of the School and subject to all customary payroll deductions.

Summer Recess. As an Instructional staff employee, Employee is entitled to summer recess of 15 days of June and during the entire month of July during which Employee will not be required to perform any job duties or responsibilities. However, at the discretion of the HOS, Employee may be asked to perform limited service for a period of a few days during summer recess, which will result in an extension of the summer recess for the same number of days. All administratively-driven requests to work during summer recess will be in writing and no extension of summer recess will be granted unless previously authorized and approved by the HOS, in writing.

Mandatory Qualifications. Employee’s employment is contingent upon Employee meeting certain qualifications for his/her respective position as specified herein, within the job description, per school policy, and/or applicable law. In addition, the School must receive a satisfactory report from Employee’s Criminal Background Checks as required by the Ohio Department of Education and Workforce and applicable Ohio law. Should Employee fail to satisfy any of the qualifications deemed necessary for the position by the School, this Agreement may become null and void at the sole discretion of the School and Employee will no longer be entitled to compensation or any other benefits provided for in this Agreement as of the date the School determines Employee is not qualified.

Incorporation of Attachments into Agreement. Employee understands that Exhibits A, B, C and D attached hereto are incorporated within this Agreement and made a part hereof. This Agreement supersedes any and all employment and/or other agreements between the parties as of the Commencement Date of this Agreement. Employee acknowledges that he/she has not relied upon any promise(s) made by any member of the School, and/or by any individual connected with the School. This Agreement constitutes the entire agreement between the parties with respect to the terms and conditions of employment of the Employee as stated herein. This Agreement may not be amended except by written instrument executed by the parties hereto or as otherwise provided

herein. This Agreement is not a valid obligation upon the School until the Employee's employment has been approved by the Board.

"ANY PERSON WHO KNOWINGLY MAKES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE."

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be duly executed as of the Commencement Date.

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

Head of School, as agent for the Board of Directors of School and as authorized by a proper resolution of the Board

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

Employee Signature

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

Employee Printed Name

## **Exhibit A**

### **GENERAL EMPLOYMENT TERMS AND CONDITIONS**

#### **I. DUTIES, RESPONSIBILITIES AND QUALIFICATIONS**

Employee shall report to the Head of School (“HOS”) or designee and will perform the duties set forth in this Agreement and such other duties as may be assigned from time to time by the HOS or designee. Employee is expected to devote their full expertise, time, and effort during work hours to facilitate the educational development of students in accordance with School policies and directives. Employee agrees to abide by all School policies, including the Employee Handbook and any future updates. In-Person State Testing Responsibilities. Employee understands and agrees that participation in in-person state testing activities is an essential function of employment with the School. Employee may be required to travel to assigned testing locations throughout the State of Ohio to administer, proctor, monitor, support, and/or supervise required state testing activities in accordance with School policies and state testing regulations. Employee acknowledges that testing responsibilities, including travel time and on-site support, may constitute up to twenty-five percent (25%) of Employee’s assigned job duties during certain periods of the school year. Employee agrees to complete all required testing trainings, maintain all required testing certifications or qualifications, and comply with all testing security procedures and protocols established by the School and the State of Ohio.

#### **II. COMPENSATION AND BENEFITS**

Employee acknowledges and agrees that he/she is a salaried exempt employee of the School unless otherwise designated. The School may provide benefits including sick leave, holidays, health insurance, family and medical leave, and other benefits in accordance with School policy and applicable law. The Board reserves the right to amend benefits and coverage levels.

#### **III. TERMINATION**

Employment with the School is considered at-will. Either party may terminate employment at any time, with or without cause or notice, unless otherwise prohibited by law. Upon termination, Employee agrees to return all School property, records, technology, student information, and materials within seven (7) calendar days.

#### **IV. EVALUATION**

The Head of School or designee may complete evaluations of Employee performance during the contract period. Failure to complete an evaluation shall not constitute a breach of this Agreement.

#### **V. MISCELLANEOUS**

This Agreement shall be governed by the laws of the State of Ohio. If any provision is deemed unenforceable, the remaining provisions shall remain in full force and effect. Employee may be required to travel as necessary for professional development, student testing, and other School-related purposes.

## Exhibit B

### TERMINATION CERTIFICATION

This is to certify that I have returned any and all originals and copies of all documents, records, personally identifiable student information, equipment, files, software, curriculum, and other items (“Instructional Property”) provided to Employee by or on behalf of the School.

I further certify that I did not and will not use the Instructional Property for any purpose not expressly authorized under this Agreement.

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

Employee Signature: \_\_\_\_\_

Employee Printed Name: \_\_\_\_\_

## Exhibit D

### Ohio Digital Learning School Agreement to Arbitrate

#### 1. Agreement to Arbitrate

ODLS and Employee agree to submit to confidential, final, and binding arbitration any dispute, claim, or controversy arising from or relating to Employee's employment or termination of employment, except as otherwise excluded below.

#### 2. Claims Excluded from the Agreement

Claims for workers' compensation, unemployment compensation benefits, or requests for extraordinary relief are excluded from arbitration.

#### 3. Arbitration Procedures

The parties will endeavor to mutually agree upon an arbitrator. If no agreement is reached, arbitration shall proceed pursuant to the rules of the American Arbitration Association (AAA).

#### 4. Arbitration as Exclusive Means for Resolution

The parties agree that arbitration shall be the sole and exclusive means for resolution of covered disputes and waive the right to trial by jury.

#### 5. Governing Law

This Agreement shall be governed by the Federal Arbitration Act and the laws of the State of Ohio.

Employee Signature: \_\_\_\_\_

Employee Name (please print): \_\_\_\_\_

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

Agreed on behalf of ODLS: \_\_\_\_\_

Head of School, as agent for the Board of Directors of the School

## **Non Instructional staff Employment Agreement for Ohio Digital Learning School.**

The Board of Directors (“Board”) of the Ohio Digital Learning School (“School”) agrees to employ \_\_\_\_\_ (hereinafter referred to as the “Employee”), and Employee agrees to serve the School in the position of \_\_\_\_\_ commencing on August 1, 2026 (the “Commencement Date”). This Agreement is contingent upon final approval by a majority of the ODLS Board members during a scheduled Board meeting.

Subject to the limitation of at-will employment, this Agreement shall remain in force from the Commencement Date until the thirty-first (31) day of July 2027 (the “Termination Date”), or unless otherwise terminated, whichever occurs first.

Salary. For the 2026–27 School Year, Employee shall be paid at a rate of \$\_\_\_\_\_ per year, in accordance with the usual payroll practices of the School and subject to all customary payroll deductions.

Summer Recess. As an Employee, Employee is entitled to summer recess during the entire month of July during which Employee will not be required to perform any job duties or responsibilities. However, at the discretion of the HOS, Employee may be asked to perform limited service for a period of a few days during summer recess, which will result in an extension of the summer recess for the same number of days. All administratively-driven requests to work during summer recess will be in writing and no extension of summer recess will be granted unless previously authorized and approved by the HOS, in writing.

Mandatory Qualifications. Employee’s employment is contingent upon Employee meeting certain qualifications for his/her respective position as specified herein, within the job description, per school policy, and/or applicable law. In addition, the School must receive a satisfactory report from Employee’s Criminal Background Checks as required by the Ohio Department of Education and Workforce and applicable Ohio law. Should Employee fail to satisfy any of the qualifications deemed necessary for the position by the School, this Agreement may become null and void at the sole discretion of the School and Employee will no longer be entitled to compensation or any other benefits provided for in this Agreement as of the date the School determines Employee is not qualified.

Incorporation of Attachments into Agreement. Employee understands that Exhibits A, B, C and D attached hereto are incorporated within this Agreement and made a part hereof. This Agreement supersedes any and all employment and/or other agreements between the parties as of the Commencement Date of this Agreement. Employee acknowledges that he/she has not relied upon any promise(s) made by any member of the School, and/or by any individual connected with the School. This Agreement constitutes the entire agreement between the parties with respect to the terms and conditions of employment of the Employee as stated herein. This Agreement may not be amended except by written instrument executed by the parties hereto or as otherwise provided

herein. This Agreement is not a valid obligation upon the School until the Employee's employment has been approved by the Board.

"ANY PERSON WHO KNOWINGLY MAKES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE."

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be duly executed as of the Commencement Date.

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

Head of School, as agent for the Board of Directors of School and as authorized by a proper resolution of the Board

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

Employee Signature

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

Employee Printed Name

## **Exhibit A**

### **GENERAL EMPLOYMENT TERMS AND CONDITIONS**

#### **I. DUTIES, RESPONSIBILITIES AND QUALIFICATIONS**

Employee shall report to the Head of School (“HOS”) or designee and will perform the duties set forth in this Agreement and such other duties as may be assigned from time to time by the HOS or designee. Employee is expected to devote their full expertise, time, and effort during work hours to facilitate the educational development of students in accordance with School policies and directives. Employee agrees to abide by all School policies, including the Employee Handbook and any future updates. In-Person State Testing Responsibilities. Employee understands and agrees that participation in in-person state testing activities is an essential function of employment with the School. Employee may be required to travel to assigned testing locations throughout the State of Ohio to administer, proctor, monitor, support, and/or supervise required state testing activities in accordance with School policies and state testing regulations. Employee acknowledges that testing responsibilities, including travel time and on-site support, may constitute up to twenty-five percent (25%) of Employee’s assigned job duties during certain periods of the school year. Employee agrees to complete all required testing trainings, maintain all required testing certifications or qualifications, and comply with all testing security procedures and protocols established by the School and the State of Ohio.

#### **II. COMPENSATION AND BENEFITS**

Employee acknowledges and agrees that he/she is a salaried exempt employee of the School unless otherwise designated. The School may provide benefits including sick leave, holidays, health insurance, family and medical leave, and other benefits in accordance with School policy and applicable law. The Board reserves the right to amend benefits and coverage levels.

#### **III. TERMINATION**

Employment with the School is considered at-will. Either party may terminate employment at any time, with or without cause or notice, unless otherwise prohibited by law. Upon termination, Employee agrees to return all School property, records, technology, student information, and materials within seven (7) calendar days.

#### **IV. EVALUATION**

The Head of School or designee may complete evaluations of Employee performance during the contract period. Failure to complete an evaluation shall not constitute a breach of this Agreement.

#### **V. MISCELLANEOUS**

This Agreement shall be governed by the laws of the State of Ohio. If any provision is deemed unenforceable, the remaining provisions shall remain in full force and effect. Employee may be required to travel as necessary for professional development, student testing, and other School-related purposes.

## Exhibit B

### TERMINATION CERTIFICATION

This is to certify that I have returned any and all originals and copies of all documents, records, personally identifiable student information, equipment, files, software, curriculum, and other items (“Instructional Property”) provided to Employee by or on behalf of the School.

I further certify that I did not and will not use the Instructional Property for any purpose not expressly authorized under this Agreement.

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

Employee Signature: \_\_\_\_\_

Employee Printed Name: \_\_\_\_\_

## Exhibit D

### Ohio Digital Learning School Agreement to Arbitrate

#### 1. Agreement to Arbitrate

ODLS and Employee agree to submit to confidential, final, and binding arbitration any dispute, claim, or controversy arising from or relating to Employee's employment or termination of employment, except as otherwise excluded below.

#### 2. Claims Excluded from the Agreement

Claims for workers' compensation, unemployment compensation benefits, or requests for extraordinary relief are excluded from arbitration.

#### 3. Arbitration Procedures

The parties will endeavor to mutually agree upon an arbitrator. If no agreement is reached, arbitration shall proceed pursuant to the rules of the American Arbitration Association (AAA).

#### 4. Arbitration as Exclusive Means for Resolution

The parties agree that arbitration shall be the sole and exclusive means for resolution of covered disputes and waive the right to trial by jury.

#### 5. Governing Law

This Agreement shall be governed by the Federal Arbitration Act and the laws of the State of Ohio.

Employee Signature: \_\_\_\_\_

Employee Name (please print): \_\_\_\_\_

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

Agreed on behalf of ODLS: \_\_\_\_\_

Head of School, as agent for the Board of Directors of the School

Dept	First	Last	Bonus	Salary	Raise @ 2%	Total New Pay
ELA	Heidi	Anderson	\$ 2,720.35	\$42,863.45	\$ 857.27	\$43,720.72
	Savannah	Bodhi	\$ 2,002.24	\$42,078.40	\$ 841.57	\$42,919.97
SE	Christina	Campbell	\$ 1,813.57	\$45,671.75	\$ 913.44	\$46,585.19
SE	Eboni	Crump	\$ 1,994.93	\$44,341.50	\$ 886.83	\$45,228.33
ELA	Abby	Doup	\$ 2,901.71	\$41,000.00	\$ 820.00	\$41,820.00
Math	Hope	Ebert	\$ 2,176.28	\$44,584.32	\$ 891.69	\$45,476.01
SE	Laura	Edwards	\$ 2,357.64	\$44,341.50	\$ 886.83	\$45,228.33
Math	Brandon	Evans	\$ 2,720.35	\$44,584.32	\$ 891.69	\$45,476.01
Math	Millie	Farley	\$ 1,450.86	\$41,000.00	\$ 820.00	\$41,820.00
SE	Courtney	Fluharty	\$ 1,632.21	\$44,341.50	\$ 886.83	\$45,228.33
SC	Jeff	Forbes	\$ 2,450.28	\$48,934.01	\$ 978.68	\$49,912.69
SS	Gala	Gates	\$ 2,539.00	\$43,496.90	\$ 869.94	\$44,366.84
SC	Gina	Grasta	\$ 1,633.52	\$45,000.00	\$ 900.00	\$45,900.00
ELA	Lindsay	Herrmann	\$ 1,994.93	\$43,950.36	\$ 879.01	\$44,829.37
SE	Chris	Hooker	\$ 2,357.64	\$42,000.00	\$ 840.00	\$42,840.00
SC	Janson	Jacobsen	\$ 2,994.78	\$49,954.01	\$ 999.08	\$50,953.09
Math	Margaret	Kennedy	\$ 2,901.71	\$44,693.06	\$ 893.86	\$45,586.92
ELC	Blythe	Kilcoyne	\$ 1,994.93	\$40,000.00	\$ 800.00	\$40,800.00
SE	Cara	King	\$ 2,176.28	\$43,050.00	\$ 861.00	\$43,911.00
Sci	Kerrie	Kruichuk	\$ 3,083.07	\$43,496.90	\$ 869.94	\$44,366.84
SE	Kristen	Lahetta	\$ 1,088.14	\$46,813.54	\$ 936.27	\$47,749.81
ELC	Rita	Leaders	\$ 2,539.00	\$44,584.32	\$ 891.69	\$45,476.01
SE	Maggie	Lynch	\$ 2,176.28	\$44,341.50	\$ 886.83	\$45,228.33
SC	Ann	Mangan	\$ 2,178.02	\$53,211.93	\$ 1,064.24	\$54,276.17
ELC	Julie	McCullough	\$ 1,994.93	\$43,496.90	\$ 869.94	\$44,366.84
Math	Nick	Millhouse	\$ 2,176.28	\$43,050.00	\$ 861.00	\$43,911.00
ELC	Lis	Pham	\$ 3,264.43	\$43,496.90	\$ 869.94	\$44,366.84
SS	Shawna	Pope	\$ 2,539.00	\$44,584.32	\$ 891.69	\$45,476.01
	Shalawn	Ricks	\$ 1,001.12	\$70,000.00	\$ 1,400.00	\$71,400.00
SS	Susan	Rife-Roark	\$ 3,083.07	\$43,496.90	\$ 869.94	\$44,366.84
SC	Jerry	Rohrer	\$ 816.76	\$43,000.00	\$ 860.00	\$43,860.00
ELA	Sarah	Ross	\$ 2,176.28	\$43,180.18	\$ 863.60	\$44,043.78
SE	Kristina	Rowland	\$ 3,083.07	\$43,050.00	\$ 861.00	\$43,911.00
ELC	Natalie	Sanford	\$ 2,720.35	\$45,017.18	\$ 900.34	\$45,917.52

ELA	Stacey	Shells	\$ 1,450.86	\$41,000.00	\$ 820.00	\$41,820.00
SC	Emily	Slater	\$ 2,450.28	\$42,224.00	\$ 844.48	\$43,068.48
Sci	Kayla	Sullivan	\$ 2,176.28	\$41,000.00	\$ 820.00	\$41,820.00
Sci	Eric	VonGunte	\$ 1,994.93	\$43,180.18	\$ 863.60	\$44,043.78
SE	Kristina	Ward	\$ 2,176.28	\$44,784.92	\$ 895.70	\$45,680.62
SC	Vicki	Wheatley	\$ 816.76	\$40,000.00	\$ 800.00	\$40,800.00
SE	Taylor	Wiedemar	\$ 2,176.28	\$44,341.50	\$ 886.83	\$45,228.33
SE	Brooke	Wintz	\$ 1,813.57	\$46,528.63	\$ 930.57	\$47,459.20
ELC	Savannah	Woodruff	\$ 816.11	\$19,999.20	\$ 399.98	\$40,399.98
Ops	Burke, Renee Ianiro,		\$2,500.00	\$39,998.40	\$799.97	\$40,798.37
Ops	Rachel Marie Jamiel,		\$2,250.00	\$41,000.00	\$820.00	\$41,820.00
Ops	Cassay Renee Morency,		\$2,250.00	\$42,764.80	\$855.30	\$43,620.10
Ops	Darian Parker,		\$2,250.00	\$43,180.18	\$863.60	\$44,043.78
Ops	Brianna Rickard,		\$1,000.00	\$40,000.00	\$800.00	\$40,800.00
Ops	Will Allen John West,		\$2,250.00	\$42,224.00	\$844.48	\$43,068.48
Ops	Katherine Wood,		\$2,250.00	\$41,246.40	\$824.93	\$42,071.33
Ops	Lisa Ann		\$2,250.00	\$41,000.00	\$820.00	\$41,820.00





## **Money Management Policy (Lending, Borrowing, & Investing)**

### **General**

It is the policy of the Board of Directors of the School to manage public funds in a prudent manner. The Board has other policies that help ensure the board meets its fiduciary obligations. This policy specifically addresses the manner in which the Board will provide reasonable returns with the maximum security, safety, and preservation of principal while meeting the cash flow demands of the School and conforming to all applicable laws.

### **Lending**

According to Ohio Auditor of State Bulletin 2021-002 community schools do not have legal authority to lend public money. Therefore the Board of Directors of the School strictly prohibits the lending of public funds.

### **Borrowing**

#### *Authority:*

Ohio Rev. Code § 3314.08(G)(1)(a) permits a community school to borrow money to pay any necessary and actual expenses of the School in anticipation of the receipt of any portion of the payments to be received by the school pursuant to section 3317.022 of the Revised Code. The School may sign notes to evidence such borrowing. The proceeds of the notes shall be used only for the purposes for which the anticipated receipts may be lawfully expended by the School.

Ohio Rev. Code § 3314.08(G)(1)(b) permits a community school to borrow money for a term not to exceed fifteen years for the purpose of acquiring facilities.

Therefore, the School may incur debt only when:

- Authorized by a resolution of the Board which shall be recorded in meeting minutes;
- The borrowing is for necessary and actual expenses of the School in anticipation of the receipt of any portion of the payments to be received by the School or for purposes of acquiring facilities; and
- The loan terms are consistent with prudent fiscal management and legal requirements.

*Reporting and Oversight:*

- The School's fiscal officer shall maintain records of all loan documents, repayment schedules, and interest obligations.
- Borrowing activity shall be contemplated in the School's budget, forecast, and financial statements and reported in the School's annual audit.
- The Board of Directors shall regularly monitor outstanding debt.

**Investing***Prudence:*

The Fiscal Officer shall routinely evaluate the cash balance of the School to determine if it might be beneficial to invest funds or otherwise place funds in accounts that bear interest. Investments will be made with judgment and care - under circumstances then prevailing which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived. The standard of prudence to be used by the Fiscal Officer and Board shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. Acting in accordance with this Policy and exercising due diligence shall relieve the Fiscal Officer of responsibility for a security's credit risk or market price changes, provided deviations from expectations are reported to the Board in a timely fashion and appropriate action is taken to control adverse developments.

*Objectives*

The primary objectives, in priority order, of the School's investment activities shall be:

1. Safety: Safety of principal is the foremost objective of the investment program. Investments of the School shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
2. Liquidity: The School's investment portfolio will remain sufficiently liquid to enable the School to meet all operating requirements which might be reasonably anticipated.
3. Return on Investment: The School's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account this Policy and the cash flow characteristics of the portfolio.

### *Ethics and Conflict of Interest*

Persons involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the School's investing, or which could impair their ability to make impartial investment decisions. Employees and investment consultants shall disclose to the Board any material financial interests in financial institutions that conduct business within the School and any material personal financial or investment positions that could be related to, or affected by, the performance of the School's investments.

### *Authorized Financial Dealers and Institutions*

The Fiscal Officer will ensure that the financial institutions and approved security broker/dealers selected by creditworthiness are authorized to provide investment services and qualify under O.R.C. §135.14(M)(1). These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 and are registered with the Ohio Department of Commerce to do business in Ohio.

### *Authorized Investments*

The School is empowered to invest in the following types of securities:

1. United States Treasury bills, notes, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal and interest by the United States.
2. Bonds, notes, debentures, or other obligations or securities issued by a United States federal government agency or instrumentality.
3. Interim deposits in duly authorized depositories of the School, provided those deposits are properly insured or collateralized as required by law.
4. Bonds and other obligations of a state in the United States.
5. No-load money market mutual funds consisting exclusively of securities described in paragraphs 1 and 2 of this Section and repurchase agreements secured by such obligations, provided all such investments under this Section 5 shall be made with a qualified financial advisor eligible to be a depository for public funds of Ohio subdivisions and provided that any such fund meets the requirements of O.R.C. Chapter 135, including that such fund not include any investment in a "derivative".
6. Ohio's Subdivision Fund, STAROhio.
7. Overnight or term (not exceeding 30 days) repurchase agreements meeting the requirements of O.R.C. §133.14(C), with a bank or savings and loan association eligible to be a depository for public funds of Ohio subdivisions or a member of the National Association of Securities Dealers.

*Prohibited Investment Practices*

In addition to any other prohibitions in law, the School will not:

1. Contract to sell securities that have not yet been acquired on the speculation that prices will decline.
2. Make any investment in "derivatives" as defined in O.R.C. §135.14(C).
3. Invest in a fund established by another public body for the purpose of investing public money of other subdivisions unless the fund is either (a) STAROhio, or (b) a fund created solely for the purpose of acquiring, constructing, owning, leasing, or operating municipal utilities as authorized under O.R.C. §715.02 or Article XVIII, §4 of the Ohio Constitution.
4. Enter into reverse repurchase agreements.
5. Leverage current investments as collateral to purchase other assets.
6. Invest in stripped principal or interest obligations of otherwise eligible obligations.

*Internal Controls*

The Fiscal Officer will utilize procedures for the operation of the School's money management program in accordance with this Policy. These procedures shall be designed to prevent loss of the School's funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions.

*Reporting*

The Fiscal Officer shall maintain a current inventory of all investments including:

1. Description of each security
2. Cost
3. Par value
4. Dates (beginning, settlement and maturity)
5. Rates
6. Seller

The Fiscal Officer shall maintain available for inspection a list of all investments and a report on investment activity and returns.

## Admission, Enrollment, & Residency Policy

The School offers grades nine through twelve and admission to the School is open to any student who is between ages 14-21 and is at least one grade level behind or experiencing crises that interfere with academic progress such that they are prevented from continuing their traditional education program, who resides in any district in the State of Ohio and who is entitled to attend school per ORC Section 3313.64 or 3313.65.

### No Discrimination:

The School does not discriminate in admissions based on race, religion, creed, color, disability, gender, sex, national origin, economic status or sexual orientation.

Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

The School will not limit enrollment on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability.

Should the racial composition of the School's enrollment violate a Federal desegregation order, the School shall take corrective measures to comply with desegregation.

### Capacity & Lottery:

The school shall limit enrollment at the school to 1,953 students. When the number of applicants for admission exceeds the School's capacity, admissions will be determined by a lottery of applicants. Preference shall be given to students attending the school the previous year, to students who reside in the district in which the school is located, and to siblings of students attending the school the previous year.

### Enrollment:

To enroll, parents/guardians must submit the following to the School:

- Completed registration form
- Student's birth certificate
- Photo identification of parent/guardian enrolling the student
- Student's current immunization record (must be presented within fourteen days of enrollment)
- Custody paperwork, if applicable
- **Proof of Residency/Address Verification** - one (1) of the following in the parent/guardian/student name, showing the complete address, and date:
  - A deed, mortgage, lease, current home owner's or renter's insurance declaration page, or current real property tax bill;
  - A utility bill or receipt of utility installation issued within ninety days of enrollment;
  - A paycheck or paystub issued to the parent or student within ninety days of the date of enrollment that includes the address of the parent's or student's primary residence;

- The most current available bank statement issued to the parent or student that includes the address of the parent's or student's primary residence;
- Notifications from Social Security and/or Job and Family Services dated within thirty days.
- Notarized affirmation from parent(s) of current resident address.
- PNC/Pinnacle address verification with green category of verification.
- When a student loses permanent housing and becomes a homeless child or youth, as defined in 42 U.S.C. 11434a, or when a child who is such a homeless child or youth changes temporary living arrangements, the district in which the student is entitled to attend school shall be determined in accordance with division (F)(13) of section 3313.64 of the Revised Code and the McKinney-Vento Homeless Assistance Act," 42 U.S.C. 11431 et seq

**Annual Verification/Monthly Review/Update Information:**

Upon the enrollment of each student and on an annual basis, the School shall verify to the Ohio Department of Education the school district in which the student is entitled to attend school under section 3313.64 or 3313.65 of the Ohio Revised Code.

Parents/guardians/students 18 years of age and older are required to provide the school with one of the above-specified documents as Proof of Residency/Address Verification annually and at any time a change of address, residency or custody changes, or at other time upon request of the School.

## Artificial Intelligence Policy

### Purpose

To support students and educators in the use of artificial intelligence (AI) for educational and operational purposes, the Board of Directors of the School adopts this policy on the use of AI. The purpose of this policy is to prepare students for success, encourage innovation for classroom instruction, and embrace opportunities for operational efficiency, while providing for consistent expectations, standards, and approval processes for safe and responsible implementation and integration of AI. This applies to multiple use cases, applications, and integration of AI, including generative AI.<sup>1</sup>

### Definitions

- **Artificial intelligence (AI):** A machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. Artificial intelligence systems use machine- and human-based inputs to perceive real and virtual environments; abstract such perceptions into models through analysis in an automated manner; and use model inference to formulate options for information or action.<sup>2</sup>
- **Generative AI:** Any internet-based generative artificial intelligence programs that make use of large language model algorithms to make something new. AI used for auto-complete, minor text predictions, and/or grammar/spelling/punctuation suggestions, commonly found in most word-processing applications, is not considered generative AI.<sup>3</sup>
- **AI tool:** AI applications, algorithms, or systems that make use of AI to generate outputs based on human inputs, with an emphasis on generative AI.<sup>4</sup>

### AI Literacy

The Board recognizes the importance of preparing students and educators for the successful integration of innovative technologies. Accordingly, it is the policy of the Board that the School responsibly integrate AI by building AI literacy for all students and educators, including integration of AI into relevant curriculum, professional learning opportunities, and safe and responsible usage.

<sup>1</sup> [O.R.C. 3301 24 \(A\) and \(B\); Ohio Department of Education-AI in Education- Model Policy](#)

<sup>2</sup> [15 U.S. Code § 9401, Sec. 3](#)

<sup>3</sup> [O.A.C. 3342-3-01.8\(B\)\(15\)](#)

<sup>4</sup> [Ohio School Boards Association \(OSBA\), Sample Policy EDEC: Artificial Intelligence](#)

## Stakeholder Engagement

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Educators and staff should be given the opportunity to explore and gain experience with applications and integrated approaches to achieving School priorities.

The School will strive to inform and engage parents and community members about the skills students need for the future workforce and how AI is being used in the classroom. Educational resources may be provided to empower families to understand the potential risks associated with the unsupervised or unregulated use of AI tools. As needed AI updates, including use of tools and opportunities for feedback, may be integrated into the existing family and community engagement strategy.

## Data Privacy And Security

The School is committed to protecting the privacy and security of protected data. The School's adoption and implementation of AI tools will contemplate existing data privacy and security policies that include, but are not limited to, Personally Identifiable Information (PII), FERPA, and any other relevant state of Ohio and federal laws. AI tools adopted by the School should aim to access, store, or process data in a secure, transparent, and ethical manner. School-adopted AI systems will be vetted for data encryption, access control, and responsible data use.

Users must also follow the Terms of Service, including appropriate age limits.

## Procurement and Evaluation of AI Tools

The adoption of AI-enabled tools should be conducted in accordance with existing procurement policies and in alignment with the School's core values, goals, and priorities. Selection procedures should account for an AI tool's adherence to data privacy and security policies. Evaluation of tools should also address alignment to instructional and operational goals, accessibility, and cost. All third-party vendors providing AI tools must comply with School standards, state and federal law for data protection, ethical use, and accessibility.

## Ethical Use of AI

It is the policy of the School that the implementation of AI be safe, responsible, and keep people at the core of every AI-related decision. AI implementation should be human-centered and should empower students, educators, and communities. AI should be used as a tool to support learning and teaching, not a substitute for student effort or the role of the educator. Accordingly, users should critically analyze AI output, respect safeguards and rules, and be transparent about its use.

## Acceptable Use

The School recognizes that responsible and appropriate uses of AI by students and educators will vary depending on the context, including but not limited to grade level, subject, and/or the nature of the activity or assignment.

Expectations for acceptable student uses should be clearly articulated by educators in alignment with policy and guided by the specific requirements for an assignment or activity. This includes specifying AI use expectations in course syllabi and assignment instructions as relevant. These expectations should clearly articulate the expectations of use, types of relevant assignments where AI use is acceptable, and required format for references.

Educators should consider the impact on learning objectives and assessment of student learning when designing related instruction and classroom activities. No assignment shall require the use of an AI tool that is not either free and easily accessible or is not provided by the School. AI tools approved for use should be clearly communicated. Individual teachers/staff may limit which AI tools are approved for particular assignments.

Expectations for educator, staff, and third-party use should align with School priorities and policies. Educator use should be in alignment with the Licensure Code of Conduct for Ohio's Educators. Educators and staff shall model appropriate acceptable use practices when using AI tools for instructional and operational uses.

Use of tools that have not been approved is not permitted.

All users are expected to employ AI tools solely for educational and related operational purposes, upholding values of respect and academic integrity, and in alignment with other related School policies. Using AI tools for bullying, harassment, and any form of intimidation is strictly prohibited and should be addressed in alignment with existing student and employee behavior and discipline policies.

Students and staff with concerns regarding inappropriate use that violates School policies and/or applicable state or federal laws should contact the School Leader or other designated staff member.

### **Academic Integrity**

The Board recognizes that the responsible use of AI requires the highest standards of academic integrity with clear expectations for students, educators, and staff regarding the ethical use of AI tools.

AI-enabled tools may be used to support student work (such as brainstorming or feedback), but AI-generated work must not replace student work. Students are expected to complete assignments and assessments in a manner that reflects their own understanding and effort, critically analyze AI-generated content and not misrepresent it as original work, and use proper citations and references for AI-assisted work according to existing policies and expectations relevant to assignments (i.e., APA or MLA style formats).

The School will investigate and address suspected misuse in alignment with the School's Acceptable Use and Academic Integrity Policies.

### **Implementation And Review**

The School will monitor developments in AI technology and update policies to address emerging risks. As needed based on developments, the Board will review this policy for

effectiveness; alignment to School, educator, and student needs; considerations of ongoing

innovation; related data privacy and management policies; and impact on students including learning outcomes.

**Non-Consensual Intimate Imagery**

The School is committed to providing an educational and employment environment that is free from non-consensual intimate imagery (NCII), a form of technology-facilitated sexual harassment. In potential cases where NCII may be used for the purposes of sexual extortion, the School may consider how Braden's Law might apply.

## Attendance, Truancy, and Automatic Withdrawal Policy

### Value Statement

Attendance at school is key to achievement. Students are expected to attend school regularly and on time. Absences from school for any reason, whether excused or unexcused, take away from instructional time and have an adverse effect on student learning. Parents/guardians are encouraged to partner with the School to ensure attendance and timeliness.

### Definitions

**Compulsory school age:** A child between 6 and 18 years of age is "of compulsory school age" and must attend school each day. A child under 6 years of age who has been enrolled in kindergarten also shall be considered "of compulsory school age."

**Average Daily Attendance (ADA):** A schoolwide measurement that shows the total hours all students attended school divided by the total hours all students could have attended the school year. It is an indicator of how many students typically show up each day. Average Daily Attendance tends to mask chronic absence and can make it difficult to see when a school has an attendance issue.

**Chronic Absence:** A student shall be considered "chronically absent" when missing at least ten percent (10%) of the minimum number of hours required in the school year. Student absences from school, whether excused, medically excused, unexcused, or out-of-school suspensions, take away from instructional time and have an adverse effect on student learning.

**Excused Absence:** The Board acknowledges there are times when a student simply cannot be at school. The Board considers the following factors to be reasonable excuses for time missed at school:

1. Illness of the student
2. Illness in the family
3. Quarantine in the home
4. Death of a relative
5. Medical, behavioral, or dental appointment.  
Coming to school before and/or after the appointment is encouraged.
6. Observance of religious holidays. See "Religious Expression Days Policy"
7. Pre-enlistment reporting to military enlistment processing station, unless used to help fulfill graduation requirements and will be counted as "present" for school
8. Absences due to a child's placement in foster care or change in foster care placement or any court proceedings related to the child's foster care status
9. Absences due to a student experiencing homelessness, defined as a student who lacks a fixed, regular, and adequate nighttime residence
10. Absences due to deployment activities of a parent, legal guardian, or custodian
11. Emergency or other set of circumstances in which the judgment of the school administration constitutes a good and sufficient cause for absence from school

Parents/guardians are required to notify the School of any absence prior to the start of the school day. Similarly, parents/guardians are required to notify the School in advance of early pick-up. The School shall document/record absences (even if no writing was provided by the parent).

Parents/guardians are encouraged to make any doctor, dentist, etc. appointments for times other than school hours.

**Religious Expression:** A student may have up to three days excused for religious expression. See the School's Religious Expression Days Policy for full details.

**Postsecondary Visitation:** Students are encouraged to explore postsecondary options (such as technical college or university), and sometimes this must happen during the school day. Parents and guardians must coordinate with school administration to receive approval before a visit, in which case the student will be considered as "present" for school for up to three days each school year.

**Extracurricular Activities:** School administration may determine circumstances under which a student participating in extracurricular activities may be considered "present".

**Habitual Truancy:** A student shall be considered "habitually truant" when the student is absent without legitimate excuse for 30 or more consecutive hours, 42 hours or more in one school month, or 72 hours or more in a school year unless the school determines the student and student's family are making satisfactory progress in improving the student's attendance at school. However, if the student and the student's family cease to continue making progress in improving the student's attendance, a complaint in the juvenile court shall be filed.

**Out-of-School Suspension:** A disciplinary action that removes or excludes a student from their usual educational setting. This is different from in-school suspension, which may include an alternative learning opportunity for a student in a different setting and still may be counted as present.

**No student shall be suspended, expelled, or otherwise prevented from attending school based solely on the number of absences; rather, the School will be proactive in engaging students.**

### **Automatic Withdrawal by School**

In accordance with Ohio Revised Code 3314.03(A)(1)(6)(b), a student will be automatically withdrawn from the School if the student without a legitimate excuse fails to participate in seventy-two consecutive hours of the learning opportunities offered to the student.

### **Withdrawal by Student**

When a student of compulsory school age withdraws from the School, the School shall attempt to ascertain the reason for the withdrawal. If the reason for the withdrawal is for a reason other than a change in residence and is not enrolled in another program, the School shall notify and the juvenile court in the county in which the School is located. The notice shall be given within two weeks after the withdrawal and failure to enroll in another program permitted by law.

### **Multi-Tiered System of Supports**

The School is committed to a problem-solving approach to improving attendance and uses legal action as a last resort. When absences are the result of community and school challenges, a punitive approach is not likely to be effective and can undermine partnering with students and families to identify and address the underlying reasons for absence. Instead, the Board endorses an integrated

multi-tiered system of supports that is inclusive of universal prevention and early intervention before students become chronically absent. A continuum of supports will be in place with different types of evidence-informed instruction and interventions to meet the diverse needs of students and address the range of barriers that prevent students from participating and engaging in learning. More intensive supports are provided for students with greater numbers of absences, along with resources to help students and their families address the root causes of the absences. The School will work with students at risk of becoming chronically absent and their families to improve the students' attendance at school.

These components will inform the School's use of an integrated multi-tiered system of supports:

**Universal Screening:** School teams will regularly review attendance data alongside other student data using an early warning system. This proactive, systematic process helps identify areas of need early on, allowing for timely interventions.

**Data-Based Decision-Making:** Collecting, analyzing, and using various forms of data to inform student needs and allocate resources. This approach ensures that decisions are grounded in evidence and tailored to the specific needs of students.

**Continuum of Supports:** Organizing evidence-based academic and non-academic instruction and supports across three tiers:

Core: Universal attendance messaging and engagement practices provided to all students and families to establish the expectation of daily attendance.

Targeted: Early intervention for students who miss 5% - 19% of instructional time. The School will begin communication and supportive outreach as soon as absence patterns indicate a concern.

Intensive: Individualized supports provided to students missing 20% or more of instructional time.

This structure allows for a range of interventions to address the diverse needs of students and prevent chronic absenteeism before it affects achievement.

**Progress Monitoring:** Ongoing and frequent collection of data to assess student performance and evaluate the effectiveness of instruction and supports. This continuous feedback loop helps in adjusting strategies to better support students and improve attendance.

**Team-Based Problem Solving:** A collaborative, responsive, and systematic process for understanding and addressing complex problems impacting students. This approach involves personalized outreach to students and families, intentional engagement strategies, and ongoing progress monitoring.

**Shared Leadership:** A collaborative approach to providing strong, ongoing leadership for implementing an integrated multi-tiered system of supports, including infrastructure, professional development, and monitoring. This ensures that staff have the skills and support to create strong foundations for learning. The School believes that all adults have an opportunity and responsibility

to support attendance, and the School will provide regular and embedded professional development opportunities to support this understanding and drive action.

**Professional Capacity:** Ensuring staff members are knowledgeable, organized, and equipped to deliver effective instruction using an integrated multi-tiered system of supports. The School will continually review and evaluate practices and skills to ensure they align with attendance

improvement for all students.

**Communication and Collaboration:** Essential processes to promote and support engagement and shared responsibility for creating conditions for effective instruction for all students through a strengths-based lens among all teaching and non-teaching staff, administrators, families, caregivers, and students. This reinforces the importance of attendance and fosters a supportive community.

### **Prevention & Intervention Strategies**

The School will implement prevention strategies to reduce the likelihood of students becoming chronically absent. Prevention and Intervention strategies may include the following:

- Establishing intervention team/s to work with students at risk of becoming chronically absent and their families
- Communicating clear attendance expectations
- Educating students and parents on the importance of regular attendance and the detriments of absences
- Adopting positive school climate initiatives, including attendance incentives/recognition
- Hosting family engagement activities
- Monitoring early warning data,
- Providing Transportation assistance
- Consulting/partnering with public, nonprofit, or private entities to provide assistance to students and their families in reducing absences
- Providing resources to help students and families address the root causes of absences
- Connecting families with wraparound services such as counseling, social workers, healthcare, housing, or food support

### **Tiered Interventions and Supports**

Interventions will increase depending upon the students number of absences and whether improvement has been shown. Interventions may include, but are not limited to, the following as are applicable and best suited to individual student needs:

1. Counseling or other connections to social services.
2. Requesting or requiring a parent, guardian, or other person having care of the student to attend parental involvement programs, including programs adopted under section 3313.472 or 3313.663 of the Ohio Revised Code
3. Requesting or requiring a parent, guardian, or other person having care of the student to attend truancy prevention mediation programs
4. Taking legal action under section 2919.222, 3321.20, or 3321.38 of the Ohio Revised Code
5. Seeking juvenile court involvement to have a student informally enrolled in an alternative to adjudication. (If the School chooses to have students informally enrolled in an alternative to adjudication, the School shall develop a written policy regarding the use of and selection process for offering alternatives to adjudication to ensure fairness.)

### **Parent/Guardian Notification Procedures**

When a student reaches      hours of missed instructional time (which does not exceed five percent of the minimum number of hours required in the school year), the School will begin notification procedures.

- Initial notification may be by automated call/text/email within three school days after exceeding the hours listed above.

- Follow up personal contact from School staff will occur within **seven school days** after exceeding the hours listed above.

### **Data and Accountability**

The School shall create and maintain real-time attendance reports that allow staff to access and use attendance data throughout the year. Such data shall be disaggregated and used to identify:

- Patterns and trends for the development of annual student attendance
- Engagement goals and strategies for inclusion in the School's strategic and/or improvement plan and individual school improvement plans

School administration shall periodically report to the Board on the School's attendance and efforts to improve student attendance and meeting attendance goals.

School administration shall review chronic absence data to:

- Identify positive School-wide messaging and expectations that make regular attendance a priority
- Determine what systems of support and resources are needed to engage chronically absent students, students at risk of becoming chronically absent, and their families,
- Use attendance data to promote continuous improvement, and
- Assess the effectiveness of attendance improvement strategies and the impact on educational outcomes.

### **Collaboration**

The Board of Directors recognizes the importance of collaboration in order to help students attend school and to meet their wide-ranging needs. On the date the Board of Directors held a meeting to approve this policy it provided public notice of the meeting and provided an opportunity to consult on the development of this policy with parents, guardians, and others having care of students, school employees and volunteers, community members, local juvenile courts, and relevant state and local agencies.. The School will continue to work with local agencies regarding increasing attendance. Families, school employees and volunteers, community members, local juvenile courts, and all agencies and stakeholders are encouraged to bring any concerns or comments regarding this policy to the attention of the School at any time.

**Ohio Digital Learning School**  
**RESOLUTION ADOPTING A CYBERSECURITY PROGRAM**  
**IN COMPLIANCE WITH OHIO REVISED CODE § 9.64**

WHEREAS, the Ohio Auditor of State has indicated that community schools are political subdivisions for purposes Ohio Revised Code § 9.64 and therefore subject to the requirements of Ohio Revised Code § 9.64;

WHEREAS, the Board of Directors (“Board”) of the School is the legislative authority of the School for purposes of Ohio Revised Code § 9.64;

WHEREAS, Ohio Revised Code § 9.64 requires subject legislative authorities to adopt a cybersecurity program that safeguards the political subdivision/School’s data, information technology, and information technology resources to ensure availability, confidentiality, and integrity;

WHEREAS, the Board recognizes the importance of protecting student data, personnel information, operational systems, and other sensitive information from cybersecurity threats, incidents, and disruptions;

WHEREAS, the School’s Information Technology provider (“Provider”) provides information technology services to the School which includes implementation of a cybersecurity program for the School;

WHEREAS, the Provider’s cybersecurity program is designed to safeguard the School’s data, information technology, and information technology resources and to ensure availability, confidentiality, and integrity. The program is consistent with generally accepted best practices for cybersecurity. The program includes cybersecurity risk identification and management; threat detection and reduction; incident response, including communication; recovery and repair; post-incident analysis; and training.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors adopts the aforementioned cybersecurity program in compliance with Ohio Revised Code § 9.64.

FURTHER BE IT RESOLVED, the Board authorizes the School’s administration and Provider, to implement, administer, and maintain the program on behalf of the School. The Board authorizes and directs Provider in collaboration with the School’s administration to revise the program to make improvements and adapt to evolving technologies, so long as the program continues to meet the requirements of Ohio Revised Code § 9.64.

\_\_\_\_\_

I certify that, at a properly noticed public meeting held on \_\_\_\_\_,  
the foregoing resolution was duly adopted by the Board of Directors of the School.

By: \_\_\_\_\_  
Signature Date Signed  
\_\_\_\_\_  
Title



# LEGAL UPDATE

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For Ohio Community School Boards



## POLICY UPDATES

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Several new policies and updates to existing policies will be required to be board-adopted this summer. Be sure in the coming months your board has adopted the following:

- Newly required **Artificial Intelligence Policy** governing staff and student use of AI must be adopted by July 1st.
- Political subdivisions (including community schools) must adopt by July 1st a **Cybersecurity Program** that safeguards data and IT to ensure availability, confidentiality, and integrity.
- By August 1st an updated **Attendance Policy** that shifts away from punitive truancy triggers focused on strict hourly definitions and instead emphasizes early intervention, tiered supports, family-focused intervention, and collaboration with juvenile courts.



### Sunshine Law Training

If board members, treasurers, administrators, and others performing supervisory or administrative services for your school have not participated in Public Records and Open Meetings training this fiscal year, please reach us to schedule training. If you do not participate in such training between July 1, 2025 and June 30, 2026 your school will be out of compliance.



May 10-16 is National Charter Schools Week. Annually this is a week to celebrate the contributions charters make to public education, innovation, and student success. The 2026 theme highlights how charters prepare the workforce of tomorrow by equipping students with the knowledge, skills, and real-world experiences they need to thrive in college, careers, and life. Across the country, public charter schools are opening doors to opportunities by connecting students to hands-on learning and building strong pathways to their future. More information can be found [here](#).

## Question & Answer:

### **Q: Isn't our board supposed to approve a financial forecast now that it is May?**

Last summer Ohio's budget bill changed the timing and requirements for school forecasts. Rather than 5-year projections of operational revenues and expenditures, schools are now be required to submit appropriations, revenue, and fund balance assumptions contained in the board-adopted budget for the current fiscal year and projections of expenditures, revenues, and fund balance for the following 3 fiscal years. The two annual forecast due dates were also changed from October and May to August 31<sup>st</sup> and last day of February.



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**Regional Representative’s Report:**

- As a friendly reminder, due dates for the deliverables pertaining to goals 5A and 5B in ODL’s Performance and Accountability Plan are due to OCCS (Kristin Pallitta) by June 30th. The outcomes, based on the reported information, are reported in the school’s Annual Progress Report. Those goals are:
  - a) Provide students with weekly college and career advising from a school counselor, as reported to the Sponsor by June 30.
  - b) Ensure the Board of Directors annually completes a survey to rate the performance of the governing board and management company, also reported by June 30.
- The Sponsor Performance Review (SPR) worksheet was finalized following completion of the 3rd Trimester Worksheets, thanks to the support and collaboration of Ms. Houghton. This outcome is due to consistent leadership involvement, careful policy oversight, and ongoing attention to compliance across the school year. Thank you for your support with this important process.

**COMPLIANCE AND TECHNICAL ASSISTANCE**

**Semi-Annual Report on Incidences of Bullying and Harassment**

[State law](#) requires the school’s administration to provide the president of the governing board with a written summary of all reported incidents of bullying and harassment semiannually and to post the summary on the school’s website. The final report of the school year should be presented to the governing board before **June 30**.

**Student Wellness and Success Funds and Disadvantaged Pupil Impact Aid**

[State law](#) requires that all Student Wellness and Success Funds must be spent by **June 30** of the following fiscal year in which they were allocated.

- Any unexpended funds from fiscal year 2025 must be repaid to ODEW after June 30, 2026.
- [State law](#) does not specify the timeline in which Disadvantaged Pupil Impact Aid must be spent.
- At the end of each fiscal year, schools must submit a report to ODEW describing the Disadvantaged Pupil Impact Aid and Student Wellness and Success Funds initiatives on which funds were spent and how much was spent.

For more information, click [here](#). For questions, contact [wellnessandsuccess@education.ohio.gov](mailto:wellnessandsuccess@education.ohio.gov).

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## LEGISLATION

### Ohio House Bill 820

Introduced on April 13, H.B. 820 would establish a statewide requirement for radon testing in school facilities. The requirement applies broadly across all publicly funded and chartered educational settings, including traditional public schools, community schools, STEM schools, and chartered nonpublic schools.

#### Key Provisions:

##### Phased Implementation

- The Ohio Department of Education and Workforce (DEW) must:
  - Divide school districts into four equal groups
  - Establish a phased testing schedule
  - Ensure all initial testing is completed within four years of the bill's effective date

##### Licensed Testing Requirements

- All radon testing must be conducted by individuals licensed under Ohio Revised Code Chapter 3723.

##### Funding

- \$14 million appropriation from the General Revenue Fund (GRF)
- Funds are allocated to the Ohio Department of Health (ODH) to support statewide testing efforts.

##### Financial Impact

- Initial testing costs are expected to be covered through the state appropriation
- Future mitigation costs (if elevated radon levels are identified) are not explicitly addressed in the bill and may fall to the school/operator.

## ACADEMICS

### Several OCCS-sponsored schools make the DEW's 2025 District and School Awards Lists

#### Building Momentum Award:

Increase of 3 or more Performance Index Points AND 4 or 5-Star rating in Progress

- Congratulations to Cleveland Arts and Social Sciences Academy, Northwest School of the Arts, Foundation Academy, Lake Erie College Prep, Ohio College Prep, Performance Academy Eastland, South Scioto Performance Academy, STEAM Warrensville Heights, University of Cleveland Prep, and Whitehall Prep and Fitness for earning the Building Momentum Award! Ohio College Prep had the largest increase in Performance Index points of any school building in the state, with a gain of 32.33 points!

#### Dropout Prevention and Recovery Award:

Received an Overall Rating of Exceeds Standards

- Congratulations to Ohio Construction Academy for earning the Dropout Prevention and Recovery Award

Click [here](#) for the complete lists.

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## ASSESSMENT

### Spring Testing Results are Coming Soon

Spring Testing results are available to the school in the Centralized Reporting System on:

- May 12: All math, science, and social studies given online
- May 20: All ELA given online
- June 15: ELA Grade 3 paper/pencil

## VIRTUAL SCHOOLS

### OCCS Virtual Teacher of the Year Award

We are thrilled to announce the launch of the OCCS Teacher of the Year award, a new initiative designed to recognize the exceptional educators within our community who go above and beyond to inspire, challenge, and support our students.

This prestigious award will honor an outstanding virtual educator who has demonstrated:

- Excellence in teaching
- Innovation in the classroom
- A deep commitment to student success
- Positive contributions to the school and community

The winner of this esteemed award will be recognized at the OCCS Convocation in August.

Additionally, the winner will receive:

- A professional development prize package of \$1,000
- A commemorative plaque to honor their dedication
- A feature in the OCCS newsletter and social media platforms

Nominations can be submitted [here](#). The application deadline is June 30.

## UPCOMING EVENTS

### Ohio Council of Community Schools Annual Convocation 2026

The OCCS Annual Convocation will be held on Thursday, August 6, 2026, at the Renaissance Columbus Westerville Polaris Hotel. We are excited to announce Kim Strobel, *Motivational Speaker, Happiness Coach, and Dynamic Powerhouse*, as our keynote speaker.

This year's theme is "The Science of Possibilities."

### National Charter Schools Week

National Charter Schools Week, May 10-16. It is an annual celebration of charter schools and our community of educators, parents, students, and leaders. This year's celebration will focus on the success of Career and Technology Education (CTE) charter schools and their impact on preparing our future workforce. Schools are encouraged to share success stories and event celebrations on social media using #NCSW2026 #CharterSchoolsWeek. Click [here](#) for more information.

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