

# Ohio Digital Learning School

## *Meeting Agenda*

August 26, 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, President
- ☐ Gregory Fockler, Treasurer
- ☐ Tiffany Morrissey, Vice President
- ☐ Katie Junga, Secretary
- ☐ Jasmine Smith, Director

#### **Other Attendees:**

- ☐ Laura Houghton, *Operations Manager*
- ☐ Nicole Johnson, *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, Fiscal Officer*
- ☐ Lisa Zyriek, *Stride*
- ☐ Becky Enz, Esq., *Board Legal Counsel*
- ☐ \_\_\_\_\_, *OCCS*
- ☐ Kaileigh Poe, *ODLS Office Administrator*
- ☐ Josh Goodall, *ODLS Assistant Academic Administrator*

### **III. Training on Roles and Responsibilities**

### **IV. Public Comment**

### **V. Review of Agenda**

### **VI. Action and Discussion Items**

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

**RESOLVED**, that the Board of Directors approves the minutes of the meeting of July 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. Financial Forecast

**RESOLVED**, that the Board of Directors hereby approves and adopts the Financial Forecast, August 2026 Submission, and authorizes the fiscal officer to submit the Financial Forecast in the proper format, to the Ohio Department of Education and Workforce by the designated deadline.

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

## D. 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.

**WHEREAS**, that the Board of Directors finds a proper public purpose in the support of teachers and staff.

**THEREFORE, BE IT RESOLVED**, that the Board of Directors approves the following stipends and bonuses:

- Math teacher sign-on bonus not to exceed \$2,000.00
- Science teacher sign-on bonus not to exceed \$2,000.00
- Math teacher stipend not to exceed \$100.00 per pay check, end with hire
- Science teacher stipend not to exceed \$150.00 per pay check, end with hire

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

**E. Hylant Consulting Agreement**

**RESOLVED**, that the Board of Directors approves the following Hylant Consulting agreements and authorizes the Board President to sign said agreements pending legal counsel review:

- Consulting and Services Agreement
- Business Associate Agreement
- Acknowledgement and Agreement

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

**F. 2026-2027 Parent/Student Handbook**

**RESOLVED**, that the Board of Directors hereby approves and adopts the 2026-2027 Parent/Student Handbook pending Board Legal Counsel review.

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

**G. Insperity Renewal**

**RESOLVED**, that the Board of Directors approves the renewal with Insperity pending board legal counsel review and authorizes the Board President to sign once in a form as advised by legal counsel.

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

**H. EMIS and SOES Resolution**

**WHEREAS**, the Board of Directors has contracted with K12 Virtual Schools, LLC, to provide the day-to-day operations of the School; and

**WHEREAS**, K12 Virtual Schools, LLC, as part of its management services, provides trained and skilled School Options Enrollment System (“SOES”) and Education Management Information System (“EMIS”) staff members and support at the School and by its management team in an effort to ensure quality reporting to all databases maintained by the department for the collection of education data.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors hereby designates K12 Virtual Schools, LLC, as the School’s SOES and EMIS coordinator for the School.

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

## I. Policy Approval

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

- Attendance, Truancy, and Automatic Withdrawal Policy
- Technology & Internet Safety Policy

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

## VI. Review of Policies

### A. Annual Policy Review

**RESOLVED**, that the Board of Directors has reviewed and approves the following policies:

- Code of Ethics and Conflict of Interest
- Public Records Policy and Retention Schedule
- Homeless Student Policy
- Academic Prevention and Intervention Policy
- Model Special Education Policies and Procedures
- Parent Involvement Policy
- Career Advising Policy

**FURTHER RESOLVED**, that the Board of Directors has provided a copy of the Public Records Policy to the operator as the designated records custodian.

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

### B. Health and Safety Policy Review

**RESOLVED**, that the Board of Directors hereby acknowledges that it has reviewed the following policies and procedures in Section 300 of the Board Policy Manual to ensure the safety of students, employees, and other persons and to ensure that its policies and procedures comply with all applicable health and safety laws and regulations:

- Protective Eyewear Policy
- Bloodborne Pathogen Control Policy
- Chicken Pox Epidemic Policy
- Food Allergy Policy
- Medication Policy
- Search Policy
- Child Abuse or Neglect Reporting Policy
- Corporal Punishment Policy
- Tobacco Policy
- Seizure Disorder Policy
- Imitation Protein Policy

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

**VII. Informational Reports**

**A. Legal Update**

**B. Sponsor Update**

**C. Stride Update**

**VIII. Confirmation of Next Meeting:** Date: September 23, 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***

July 22, 2026

9:00 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 9:05 AM.

### **II. Roll Call**

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

Chelsea Whetsel, Vice President

Tiffany Morrissey, Secretary

Katie Junga, Director

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

Gregory Fockler, Treasurer

Jasmine Smith, Director

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

#### **Other Attendees:**

Laura Houghton, *Operations Manager*

Nicole Johnson, *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*

Becky Enz, Esq., *Board Legal Counsel*

Kristin Pallitta, *OCCS*

Kaleigh Poe, *ODLS Office Administrator*

Josh Goodall, *ODLS Assistant Academic Administrator*

Jamie Huff

### **III. Public Comment**

None.

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

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

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

The Board reviewed the June 24, 2026, meeting minutes; no modifications were requested.

**26-45 RESOLVED**, that the Board of Directors approves the minutes of the meeting of June 24, 2026, as presented.

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

### **B. Financial Report**

#### **• Federal Subgrant Expenditures**

Mr. Schult presented the financial report as of June 30, 2026, including the unaudited year-end financials for June. He discussed expenses, changes to expenses, and revenues. He reviewed the balance sheet, grant funds, and the detailed funding and expenditures report. A payment of \$50,000.00 was made to K12.

**26-46 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. Morrissey      Second: Ms. Whetsel  
Ayes: 3      Nays: 0

### **C. Head of School Report**

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

Ms. Johnson presented the head of the school report and discussed upcoming open houses, the board and partner summit, enrollment, and graduates and staffing. She noted that new staff are starting next week, and professional development is taking place on August 5, 2026. She provided an update on insurance and the effort to secure quotes, but proposed the Board cover 83%, which is an increase from 80%. She discussed a potential broker that could shop for quotes, as well as payroll services, but the fee is \$3,500.00 per month.

**26-47 RESOLVED**, that the Board of Directors accepts the state of the school report as presented, including the number of suspensions and expulsions.

**FURTHER RESOLVED**, that the Board of Directors approves increasing the Board covered portion of insurance to 83% for those plans above for employees only.

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

### **D. Semi-Annual Report of Verified Acts of Harassment, Intimidation, and Bullying**

The Board reviewed the school's Semi-Annual Report on Verified Acts of Harassment, Intimidation, and Bullying.

**26-48 RESOLVED**, that the Board of Directors approves the Semi-Annual Report on Verified Acts of Harassment, Intimidation, and Bullying.

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

**E. Student Wellness and Success Funds Plan**

Ms. Johnson presented the Student Wellness and Success Funds Plan and discussed hiring counselors, a family and engagement coordinator, and a virtual school nurse.

**26-49 RESOLVED**, that the Board of Directors approves the Student Wellness and Success Funds Plan as presented.

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

**F. Election of Officers**

The Board discussed officer positions.

**26-43 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:

**Secretary**                     Katie Junga                    

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

**VI. Informational Report**

**A. Legal Update**

Ms. Enz presented the legal update.

**B. Sponsor Update**

Ms. Pallitta presented the sponsor update and discussed the convocation on August 6, 2026, working on opening assurances, and noted the SPR has been submitted. She provided an update on the scholarship, which had 93 applicants, and five seniors that received the scholarship. ODLS has been chosen for an on-site visit.

**C. Stride Update**

Mr. McIntire presented the Stride update and discussed preparing for the upcoming school year, enrollment, and a presentation from the marketing team at an upcoming meeting.

**VII. Confirmation of Next Meeting:**

**Date: August 26, 2026**

**Time: 10:00 AM**

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

**VIII. Adjournment: 10:03 AM**

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

**IX. Training on Roles and Responsibilities**

Ms. Enz provided training on roles and responsibilities of the Board of Directors.

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

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Board President/Secretary



**Ohio Digital  
Learning School  
by k12™**

# Board Presentation

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July 2026 Financials

## **Board Financial Action Items**

- Approve Payment to K12 - \$250,000
- Approve July 2026 Bank Reconciliation
- Approve 3-Year Forecast

## **Deadlines/Updates**

- Annual EMIS report underway

## **Financial Summary**

|                           | <b>Current<br/>Forecast</b> | <b>Previous<br/>Forecast</b> | <b>Variance<br/>Higher/(Lower)</b> | <b>% Change</b> |
|---------------------------|-----------------------------|------------------------------|------------------------------------|-----------------|
| <b>Average Enrollment</b> | 1,412                       | 1,424                        | (12)                               | -1%             |
| <b>Total Revenue</b>      | \$10,708,731                | \$10,692,353                 | \$ 16,378                          | 0%              |
| <b>Total Expenses</b>     | 10,555,081                  | 10,654,074                   | (98,993)                           | -1%             |
| <b>Surplus/(Deficit)</b>  | \$ 153,650                  | \$ 38,279                    | \$ 115,371                         | 301%            |

\*Prior to K12 Credit if Deficit\*



# Current vs. Prior Forecast

|                                      | Current Forecast | Previous Forecast | Variance Higher/(Lower) | % Change |
|--------------------------------------|------------------|-------------------|-------------------------|----------|
| Average Enrollment                   | 1,412            | 1,424             | (12)                    | -1%      |
| Total Funding                        | \$ 10,708,731    | \$ 10,692,353     | \$ 16,378               | 0%       |
| Teacher Expenses                     | 3,436,717        | 3,532,511         | (95,794)                | -3%      |
| Student Expenses                     | 3,625,857        | 3,651,294         | (25,437)                | -1%      |
| Student and Family Services Expenses | 74,050           | 74,617            | (567)                   | -1%      |
| Administration & Governance Expenses | 2,567,437        | 2,545,778         | 21,659                  | 1%       |
| Technology Expenses                  | 749,579          | 748,433           | 1,146                   | 0%       |
| Insurance/Facilities/Other Expenses  | 101,441          | 101,441           | -                       | 0%       |
| Total Expenses                       | 10,555,081       | 10,654,074        | (98,993)                | -1%      |
| Surplus/(Deficit)                    | \$ 153,650       | \$ 38,279         | \$ 115,371              | 301%     |

|                           |                                                                                 |
|---------------------------|---------------------------------------------------------------------------------|
| Revenue/Funding           | Small change in SPED mix.                                                       |
| Teacher Expenses          | Delayed hiring of open positions.                                               |
| Student Expenses          | Decreasing along with enrollment.                                               |
| Student & Family Services | Decreasing along with enrollment.                                               |
| Admin. & Governance       | Engagement with Hylant Consulting. Small increases in management and oversight. |
| Technology                | Small increase in technology fee.                                               |
| Insurance/Facilities      | No changes.                                                                     |

# Current Forecast vs. Prior Year

|                                      | Current Year<br>Forecast | Prior Year<br>Actuals | Variance<br>Higher/(Lower) | % Change |
|--------------------------------------|--------------------------|-----------------------|----------------------------|----------|
| Average Enrollment                   | 1,412                    | 1,131                 | 281                        | 25%      |
| Total Funding                        | \$ 10,708,731            | \$ 8,736,197          | \$ 1,972,534               | 23%      |
| Teacher Expenses                     | 3,436,717                | 3,144,435             | 292,282                    | 9%       |
| Student Expenses                     | 3,625,857                | 3,212,565             | 413,292                    | 13%      |
| Student and Family Services Expenses | 74,050                   | 56,167                | 17,882                     | 32%      |
| Administration & Governance Expenses | 2,567,437                | 2,270,310             | 297,127                    | 13%      |
| Technology Expenses                  | 749,579                  | 611,505               | 138,074                    | 23%      |
| Insurance/Facilities/Other Expenses  | 101,441                  | 107,363               | (5,922)                    | -6%      |
| Total Expenses                       | 10,555,081               | 9,402,345             | 1,152,736                  | 12%      |
| Surplus/(Deficit)                    | \$ 153,650               | \$ (666,149)          | \$ 819,798                 | -123%    |

|                           |                                                                                        |
|---------------------------|----------------------------------------------------------------------------------------|
| Revenue/Funding           | Increase in capture and enrollment.                                                    |
| Teacher Expenses          | Insperity benefits increases partially offset by open positions.                       |
| Student Expenses          | Increase in testing, computers expenses and student software.                          |
| Student & Family Services | Increase in related services and graduation expenses.                                  |
| Admin. & Governance       | Increase in management and oversight fees partially offset by staff reclassifications. |
| Technology                | Increasing along with funding.                                                         |
| Insurance/Facilities      | Slight decrease in general liability insurance.                                        |



# Balance Sheet

| Prior Year<br>FY26<br>6/30/2026 |                                       | Current<br>Month FY27<br>7/31/2026 | Prior Month<br>FY26<br>6/30/2026 | Change vs.<br>Prior Month | Change vs.<br>Prior Year |
|---------------------------------|---------------------------------------|------------------------------------|----------------------------------|---------------------------|--------------------------|
|                                 | <b><u>ASSETS</u></b>                  |                                    |                                  |                           |                          |
| \$ 704,989                      | Cash                                  | \$ 980,726                         | \$ 704,989                       | \$ 275,737                | \$ 275,737               |
| \$ 611,804                      | Accounts Receivable                   | \$ 1,430,092                       | \$ 611,804                       | \$ 818,287                | \$ 818,287               |
| \$ 47,690                       | Prepaid Assets                        | \$ 103,857                         | \$ 47,690                        | \$ 56,167                 | \$ 56,167                |
| <b>\$ 1,364,484</b>             | <b>Total Assets</b>                   | <b>\$ 2,514,675</b>                | <b>\$ 1,364,484</b>              | <b>\$ 1,150,192</b>       | <b>\$ 1,150,192</b>      |
|                                 | <b><u>LIABILITIES</u></b>             |                                    |                                  |                           |                          |
| \$ 735,115                      | Accounts Payable                      | \$ 993,984                         | \$ 735,115                       | \$ 258,868                | \$ 258,868               |
| \$ 1,295,255                    | Other Current Liabilities             | \$ 932,268                         | \$ 1,295,255                     | \$ (362,987)              | \$ (362,987)             |
| <b>\$ 2,030,370</b>             | <b>Total Liabilities</b>              | <b>\$ 1,926,251</b>                | <b>\$ 2,030,370</b>              | <b>\$ (104,119)</b>       | <b>\$ (104,119)</b>      |
|                                 | <b><u>EQUITY</u></b>                  |                                    |                                  |                           |                          |
| \$ -                            | Retained Earnings                     | \$ 53,964                          | \$ -                             | \$ 53,964                 | \$ 53,964                |
| \$ (665,886)                    | Net Income                            | \$ 534,460                         | \$ (665,886)                     | \$ 1,200,347              | \$ 1,200,347             |
| <b>\$ (665,886)</b>             | <b>Total Equity</b>                   | <b>\$ 588,424</b>                  | <b>\$ (665,886)</b>              | <b>\$ 1,254,310</b>       | <b>\$ 1,254,310</b>      |
| <b>\$ 1,364,484</b>             | <b>Total Equity &amp; Liabilities</b> | <b>\$ 2,514,675</b>                | <b>\$ 1,364,484</b>              | <b>\$ 1,150,192</b>       | <b>\$ 1,150,192</b>      |

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



# Cash Flow Summary

|                        | Actual<br>Jul-26 | Budget<br>Aug-26 | Budget<br>Sep-26 | Budget<br>Oct-26 | Budget<br>Nov-26 | Budget<br>Dec-26 |
|------------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Beginning Cash Balance | \$ 704,989       | \$ 980,750       | \$ 1,066,459     | \$ 1,040,082     | \$ 1,010,814     | \$ 990,684       |
| Federal/State Funding  | 698,223          | 731,927          | 894,816          | 894,816          | 894,817          | 894,818          |
| Other Income/Advance   | 24               | 29               | 32               | 31               | 30               | 30               |
| Payments - Non-K12     | (372,485)        | (396,248)        | (421,224)        | (424,115)        | (414,977)        | (468,259)        |
| Payments - K12         | (50,000)         | (250,000)        | (500,000)        | (500,000)        | (500,000)        | (500,000)        |
| Ending Cash Balance    | \$ 980,750       | \$ 1,066,459     | \$ 1,040,082     | \$ 1,010,814     | \$ 990,684       | \$ 917,273       |
|                        |                  |                  |                  |                  |                  |                  |
|                        | Budget<br>Jan-27 | Budget<br>Feb-27 | Budget<br>Mar-27 | Budget<br>Apr-27 | Budget<br>May-27 | Budget<br>Jun-27 |
| Beginning Cash Balance | \$ 917,273       | \$ 791,596       | \$ 759,302       | \$ 728,722       | \$ 681,950       | \$ 649,902       |
| Federal/State Funding  | 894,820          | 894,824          | 894,825          | 894,826          | 894,827          | 1,010,788        |
| Other Income/Advance   | 28               | 24               | 23               | 22               | 20               | 19               |
| Payments - Non-K12     | (420,524)        | (427,142)        | (425,427)        | (441,619)        | (426,896)        | (457,968)        |
| Payments - K12         | (600,000)        | (500,000)        | (500,000)        | (500,000)        | (500,000)        | (500,000)        |
| Ending Cash Balance    | \$ 791,596       | \$ 759,302       | \$ 728,722       | \$ 681,950       | \$ 649,902       | \$ 702,742       |

\*\*\*K12 Payment request of \$250,000 for August 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           | 2027       | 241,837           | 1,856                 | 239,981           | 99%                  | -               |
| Title I - NC Supplemental School Improvement | 2027       | 150,000           | 862                   | 149,138           | 99%                  | -               |
| Title II-A Supporting Effective Instruction  | 2027       | 24,907            | -                     | 24,907            | 100%                 | -               |
| Title IV-A Student Support and Academic      | 2027       | 18,814            | -                     | 18,814            | 100%                 | -               |
| IDEA-B Special Education                     | 2027       | 226,610           | -                     | 226,610           | 100%                 | -               |
| Expanding Opportunities for Each Child       | 2027       | 55,478            | -                     | 55,478            | 100%                 | -               |
| <b>Grand Total</b>                           |            | \$ 717,646        | \$ 2,717              | \$ 714,929        | 100%                 | \$ -            |



OHIO DIGITAL LEARNING SCHOOL  
1745 INDIAN WOOD CIR STE 110  
MAUMEE OH 43537-4061

Have a Question or Concern?

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Huntington office or  
contact us at:

1-800-480-2001

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businessresources

### Huntington Unlimited Plus Checking

Account: -----6590

|                                                                               |  |                                  |                     |
|-------------------------------------------------------------------------------|--|----------------------------------|---------------------|
| <b>Statement Activity From:</b><br><b>07/01/26 to 07/31/26</b>                |  | <b>Beginning Balance</b>         | <b>\$715,975.90</b> |
|                                                                               |  | <b>Credits (+)</b>               | <b>673,967.76</b>   |
|                                                                               |  | Electronic Deposits              | 673,944.20          |
|                                                                               |  | Interest Earned                  | 23.56               |
| Days in Statement Period 31                                                   |  | <b>Debits (-)</b>                | <b>403,089.53</b>   |
| Average Ledger Balance* 924,521.40                                            |  | Regular Checks Paid              | 91,036.72           |
| Average Collected Balance* 924,521.40                                         |  | Electronic Withdrawals           | 262,052.81          |
|                                                                               |  | Other Debits                     | 50,000.00           |
| * The above balances correspond to the service charge cycle for this account. |  | <b>Total Service Charges (-)</b> | <b>214.00</b>       |
|                                                                               |  | <b>Ending Balance</b>            | <b>\$986,640.13</b> |

Average Percentage Yield Earned this period 0.030%

### Other Credits (+)

Account:-----6590

| Date  | Amount     | Description                                                                                                                  |
|-------|------------|------------------------------------------------------------------------------------------------------------------------------|
| 07/14 | 673,944.20 | STATE OF OHIO MAINT/WARR 071426 EDU0107820722 EDU01*COM0021027***NOTE: SCHOOL FINANCE PAYMENT - INVOICE #0021027 IRN 017643\ |
| 07/31 | 23.56      | INTEREST PAYMENT                                                                                                             |

### Checks (-)

Account:-----6590

| Date  | Amount   | Check #    | Date  | Amount    | Check # |
|-------|----------|------------|-------|-----------|---------|
| 07/29 | 355.28   | 9556 13430 | 07/03 | 125.00    | 13440*  |
| 07/02 | 71.13    | 13328*     | 07/13 | 283.99    | 13443*  |
| 07/06 | 1,053.35 | 13375*     | 07/17 | 132.26    | 13444   |
| 07/06 | 225.00   | 13392*     | 07/15 | 125.00    | 13445   |
| 07/06 | 705.00   | 13397*     | 07/15 | 333.00    | 13446   |
| 07/06 | 456.85   | 13412*     | 07/24 | 2,899.00  | 13447   |
| 07/06 | 490.10   | 13421*     | 07/16 | 125.00    | 13449*  |
| 07/02 | 225.00   | 13422      | 07/14 | 250.00    | 13450   |
| 07/10 | 168.00   | 13424*     | 07/20 | 36,839.11 | 13451   |
| 07/03 | 1,500.00 | 13427*     | 07/14 | 950.00    | 13452   |
| 07/01 | 597.60   | 13429*     | 07/27 | 125.00    | 13453   |
| 07/01 | 377.16   | 13430      | 07/21 | 125.00    | 13454   |
| 07/03 | 377.00   | 13431      | 07/31 | 2,911.66  | 13455   |
| 07/07 | 368.55   | 13433*     | 07/30 | 232.15    | 13457*  |
| 07/01 | 428.00   | 13437*     | 07/20 | 60.00     | 13460*  |
| 07/06 | 966.70   | 13438      | 07/31 | 2,300.00  | 13461   |

Investments are offered through the Huntington Investment Company, Registered Investment Advisor, member FINRA/SIPC, a wholly-owned subsidiary of Huntington Bancshares Inc.

The Huntington National Bank is Member FDIC. ®, Huntington® and 24-Hour Grace® are federally registered service marks of Huntington Bancshares Incorporated. The 24-Hour Grace® system and method is patented: US Pat. No. 8,364,581, 8,781,955, 10,475,118, and others pending. © 2026 Huntington Bancshares Incorporated.

**Checks (-)****Account:-----6590**

| Date  | Amount    | Check # | Date  | Amount   | Check # |
|-------|-----------|---------|-------|----------|---------|
| 07/30 | 5,580.00  | 13462   | 07/28 | 1,800.00 | 13467*  |
| 07/28 | 2,896.00  | 13463   | 07/28 | 2,700.00 | 13468   |
| 07/27 | 1,091.13  | 13464   | 07/28 | 5,940.00 | 13469   |
| 07/28 | 11,348.70 | 13465   | 07/28 | 3,500.00 | 13470   |

(\*) Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement or 4) been included in a list of checks.

**Other Debits (-)****Account:-----6590**

| Date  | Amount     | Description                                     |
|-------|------------|-------------------------------------------------|
| 07/01 | 1,752.76   | ESERS WEB ACH CONTRIBUTE 260701 000000000645487 |
| 07/01 | 28,745.54  | State Teachers R EDDP151019 322230 D448         |
| 07/06 | 184.04     | LEASE SERVICES ACH PYMTS 260706 100-5360491-002 |
| 07/08 | 293.55     | Viking Bond 6239339334 260707                   |
| 07/10 | 124.18     | DONNELLON MCCART DONNELLON ID77QAVAAS           |
| 07/10 | 103,511.21 | ASF, DBA Insperi PAYROLL 260709 0004547200      |
| 07/15 | 1,752.76   | ESERS WEB ACH CONTRIBUTE 260715 000000000647552 |
| 07/16 | 9,642.10   | State Teachers R EDDP151019 323465 D448         |
| 07/22 | 50,000.00  | ACH SETTLMT REL DATE_FUND HNB HVACH OHIO DIGI   |
| 07/23 | 943.70     | NITEL NITEL ST-J5X8B0Q1J5E6                     |
| 07/24 | 103,560.16 | ASF, DBA Insperi PAYROLL 260723 0004547200      |
| 07/28 | 262.20     | Pitney Bowes DIRECT DEB 260727 PBLearning       |
| 07/28 | 1,752.76   | ESERS WEB ACH CONTRIBUTE 260728 000000000649769 |
| 07/29 | 9,527.85   | State Teachers R EDDP151019 324434 D448         |

**Service Charge Detail****Account:-----6590**

| Date  | Service Charge (-) | Waives and Discounts (+) | Description                          |
|-------|--------------------|--------------------------|--------------------------------------|
| 07/15 | 48.00              |                          | FRAUD PROTECTION SERVICE FEES        |
| 07/15 | 35.00              |                          | ONLINE PAYMENT CENTER FEES           |
| 07/15 | 81.00              |                          | STOP PAYMENT                         |
| 07/15 | 50.00              |                          | WIRE TRANSFER FEES (OUTGOING)        |
| 07/15 | 40.00              |                          | MONTHLY SERVICE FEE                  |
| 07/15 |                    | 40.00                    | TOTAL RELATIONSHIP SERVICE FEE WAIVE |

**Service Charge Summary****Account:-----6590**

|                                      |                 |
|--------------------------------------|-----------------|
| Previous Month Service Charges (-)   | \$254.00        |
| Credits - Previous Month Charges (+) | 40.00           |
| <b>Net Service Charges</b>           | <b>\$214.00</b> |
| <b>Total Service Charges (-)</b>     | <b>\$214.00</b> |

**Balance Activity****Account:-----6590**

| Date  | Balance    | Date  | Balance      | Date  | Balance      |
|-------|------------|-------|--------------|-------|--------------|
| 06/30 | 715,975.90 | 07/13 | 572,946.19   | 07/23 | 1,145,398.46 |
| 07/01 | 684,074.84 | 07/14 | 1,245,690.39 | 07/24 | 1,038,939.30 |
| 07/02 | 683,778.71 | 07/15 | 1,243,265.63 | 07/27 | 1,037,723.17 |
| 07/03 | 681,776.71 | 07/16 | 1,233,498.53 | 07/28 | 1,007,523.51 |
| 07/06 | 677,695.67 | 07/17 | 1,233,366.27 | 07/29 | 997,640.38   |
| 07/07 | 677,327.12 | 07/20 | 1,196,467.16 | 07/30 | 991,828.23   |
| 07/08 | 677,033.57 | 07/21 | 1,196,342.16 | 07/31 | 986,640.13   |
| 07/10 | 573,230.18 | 07/22 | 1,146,342.16 |       |              |

**In the Event of Errors or Questions Concerning Electronic Fund Transfers** (electronic deposits, withdrawals, transfers, payments, or purchases), please call either 1-614-480-2001 or call toll free 1-800-480-2001, or write to The Huntington National Bank Research - EA4W61, P.O. Box 1558, Columbus, Ohio 43216 as soon as you can, if you think your statement or receipt is wrong or if you need more information about an electronic fund transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name, your business's name (if appropriate) and the Huntington account number (if any).
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error. We will investigate your complaint or question and will correct any error promptly.

**Verification of Electronic Deposits** If you authorized someone to make regular electronic fund transfers of money to your account at least once every sixty days, you can find out whether or not the deposit has been received by us, call either 1-614-480-2001 or call toll free 1-800-480-2001.

**Balancing Your Statement** - For your convenience, a balancing page is available on our web site <https://www.huntington.com/pdf/balancing.pdf> and also available on Huntington Business Online.



## IMPORTANT INFORMATION ABOUT YOUR TREASURY MANAGEMENT SERVICES AGREEMENT

If you have Treasury Management Services through Business Online, (e.g., Account Reconciliation, Automated Clearing House ("ACH"), Automated Sweep, Business Security Suite, Cash Deposit and Fulfillment, Controlled Disbursement, eBill Present & Pay, Electronic Deposit, Information Reporting, Integrated Payables, Lockbox Services, Wire Transfer, Zero Balance Accounting, etc.) please know that unless otherwise agreed upon, changes have been made to the Treasury Management Services Agreement, effective August 1, 2026. A copy of the Treasury Management Services Agreement can be viewed at [www.huntington.com/TMServicesAgreement](http://www.huntington.com/TMServicesAgreement).

Changes to the Treasury Management Services Agreement (the "Agreement") are as follows:

### 1. PART VI: CASH VAULT DEPOSIT AND FULFILLMENT SERVICES

The following sentence has been added to the end of Section 1.A.: "If you reduce the frequency of Armored Courier pick ups without our approval, or you no longer have Armored Courier services (for a period of time or permanently), we may reverse any provisional credits and cease providing provisional credit thereafter. We may also charge an additional fee."

The following sentence has been added to the end of the first paragraph of Section 3: "If you reduce the frequency of Armored Courier pick ups without our approval, or you no longer have Armored Courier services (for a period of time or permanently), we may reverse any provisional credits and cease providing provisional credit thereafter. We may also charge an additional fee."

### 2. PART IX: ELECTRONIC DEPOSIT SERVICES

In Part A, "Section 1" has been deleted.

The following language has been added to the end of Section B (additional/modified language italicized):

*"(ix) you shall at all times require employees accessing this Service to abide by your policies and procedures relating to the creation and management of Electronic Files created by RDC or ICL."*

*In addition to the foregoing, you represent to us and agree that:*

- (i) We reserve the right, in our sole discretion, not to accept deposits for any reason; provided, however, that in refusing to accept any deposit, we shall act in good faith and use our reasonable business judgment. You agree not to deposit via RDC or ICL "ineligible items," as that term is used by the Board of Governors of the Federal Reserve. You further agree not to deposit Remotely Created Checks (RCC) without our agreement; and,
- (ii) *You shall be solely responsible for transmitting or delivering ICLs to us by the times and on the dates specified by us. We may reject any ICL as determined by us, in our sole discretion, to have been submitted after or before the time required by any applicable schedule or deadline. You agree to be solely liable for, and we shall not have any liability whatsoever to you for, any ICL or other information contained therein that is not received by us or for any ICL or other information contained therein that is intercepted or altered by an unauthorized third party. You agree that we have no obligation to accept an ICL and may reject any ICL or other information contained therein submitted by you. We have no obligation to notify you of the rejection of an ICL or other information contained therein or for the failure to notify you of such rejection. Upon receipt of an ICL submitted by you, we may examine such ICL and other information contained therein to verify that you have complied with this Agreement and followed any Implementation Documentation. If we determine that you have not complied with this Agreement or followed the Implementation Documentation or if errors exist in the ICL or other information contained therein, we may, in our sole discretion, reject the ICL. We also reserve the right to charge you for rejected images at the rates disclosed in the fee schedules or otherwise communicated to you from time to time as provided for in this Agreement. We may, at our option, also perform a risk management analysis of one or more ICLs submitted by you to detect potentially fraudulent checks, and, in our sole discretion, we may reject any such ICL or other information contained therein. If the ICL is balanced and the other information contained therein meets the requirements of these provisions, then we may accept the ICL for deposit. Upon*



*acceptance of the ICL, we shall electronically notify you of receipt and acceptance of the ICL for deposit via email as provided by you to us (hereinafter the "Acknowledgment Notification"). The Acknowledgment Notification confirms the ICL has been received and confirms information contained in the ICL such as check volumes and total deposit amount. Information and data reported in the Acknowledgment Notification may be received prior to final posting and confirmation and is subject to correction and is for informational purposes only and may not be relied upon. You agree that we shall have no liability for the content of payment-related information. Notwithstanding the fact that we have accepted an ICL for deposit, any credit made to your account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made, against us."*

3. A new PART XIV: INTEGRATED RECEIVABLES is added and the remaining parts re-numbered. Here is the new Part XIV:

**"Section 1. Description of Services.** Our Integrated Receivables Service (the "Service") receives multiple payment types, applies the payments to your customer accounts and invoices, and aggregates your treasury management receivables into one user interface.

The Service includes the following:

- (i) Importing payments made by check, credit card, electronic fund transfer (EFT), automated clearing house (ACH), and other payment methods;
- (ii) Extracting key data elements from the payment information;
- (iii) Auto-matches payments to open invoices and mark matched invoices as paid;
- (iv) Processes remittance data provided in various formats such as image scans, lockbox files, emails, etc., and then matches this data with the appropriate invoice or invoices; and,
- (v) Allows you to manually review, manage, and approve exceptions.

**Section 2. Our Obligations.** We will provide a Web Portal where you may access account information, resolve exceptions and manage digital payments. We may modify or terminate certain functionalities in our sole discretion; however, we shall not terminate a core functionality of the Service unless it is replaced by an equivalent functionality.

**Section 3. Your Obligations.** You shall review receivables and resolve exceptions on a regular basis using our Web Portal. You understand that the information available to you in connection with the Service is updated periodically and therefore, at any point in time may not reflect the most up to date information in our records. You acknowledge and agree that the Service does not include any recommendation, guaranty, representation or warranty whatsoever. We shall not be responsible for errors in, or delays regarding, information provided to us by other financial institutions, information provided to us by you or your customers, or other non-Bank sources."

4. A new PART XVI: MOBILE DEPOSITS is added and the remaining parts re-numbered. Here is the new Part XVI:

**Section 1. Mobile Deposit.** We allow you to scan your Checks with software provided by us using equipment you provide (typically a smartphone camera), to create image files that you will send to us and that we may accept for deposit into your Account(s) stated above. You will access Mobile Deposit and make deposits through an approved Communication Method in accordance with our Security Procedures. Deposits will be sent to us in the form of an electronic file containing images of Checks ("Electronic File"). Prior to using the Services, you represent and warrant that you have instituted policies and procedures regarding use of the Services and have trained your staff with access to the Services in accordance with such policies and procedures.

**Section 2. Electronic Files or IRDs.** You will create for deposit an Electronic File where you are the payee or the holder of the Checks. We may create Image Replacement Documents from such Electronic File. The terms "Substitute Check" and "Image Replacement Document" ("IRD") may be used interchangeably and have the same meaning as defined by 12 U.S.C. 5001 et seq. and corresponding regulations. We may refuse to process or return IRDs or the Electronic File for any reason at any time before accepting such IRDs or Electronic Files for deposit; provided, however, that in returning, or refusing to process any deposit, we shall act in good faith and use our reasonable business judgment. Your deposits are deemed made when we accept IRDs or Electronic Files for



deposit. We, in our discretion, may notify you that we will or will not accept IRDs or Electronic Files for deposit. Until we accept the Electronic File or IRDs, any information contained in the Electronic Files or IRDs belongs to and is your sole responsibility. Any information from Checks or items contained in the software belongs to and is your sole responsibility. Any physical Check in your possession or your agent's belongs to and is your sole responsibility.

When you make deposits via Mobile Deposit with Electronic Files, you represent to us and agree that:

- i. you are the payee or holder of the Checks;
- ii. the Electronic Files contain exact images of the front and back of the Checks which you seek to deposit;
- iii. the Electronic Files enable us to create IRDs that meet the definition of "Substitute Check" and conform to all standards prescribed by 12 U.S.C. 5001 et seq. and corresponding regulations;
- iv. the Electronic Files do not contain any fraudulent items;
- v. no depository bank, drawee, drawer, or endorser will receive presentment or return of an IRD, the original Check, or a copy or other paper or electronic version of an IRD or original Check such that we, a bank, drawer, drawee, or endorser will be asked to make payment based on a Check that bank, drawee or endorser has already paid;
- vi. we are able to create IRDs from Electronic Files in such a manner that subsequent endorsements will not render previous endoresements illegible;
- vii. Checks are drawn on a financial institution in the United States and are payable in United States currency; and,
- viii. you have procedures that require your employees using Mobile Deposit to mark, frank, or otherwise indicate on the physical Check that it has been scanned for electronic deposit, and such marking or franking does not interfere with the MICR line, payee, date, amount (formal and informal), signature, or endorsement on the Check. A proper endorsement shall state, at a minimum, "For Mobile Deposit to The Huntington National Bank".
- ix. We reserve the right, in our sole discretion, not to accept deposits for any reason; provided, however, that in refusing to accept any deposit, we shall act in good faith and use our reasonable business judgment. You agree not to deposit via Mobile Deposit "ineligible items," as that term is used by the Board of Governors of the Federal Reserve. You further agree not to deposit Remotely Created Checks (RCC) without our agreement.

**Section 3. Availability of Mobile Deposit.** You must initiate deposits before the applicable cut-off time (as it applies to mobile deposits) on a Business Day in order for us to process such deposits on that Business Day. If you initiate deposits after the applicable cut-off time on a Business Day, we will begin to process such deposits on the next Business Day. Processing of deposits by us does not mean that we have accepted deposits.

**Section 4. Additional Company Responsibilities.** In addition to instituting policies and procedures regarding use of the Services and training its staff with access to the Services in accordance with such policies and procedures, Company also agrees as follows:

- (i) Company has implemented and continually maintains a cybersecurity program that includes administrative, technical, and physical safeguards designed to protect the confidentiality and the integrity of Electronic Files and IRDs;
- (ii) Company has shared previous three (3) years of Cybersecurity Events and remediation plans, if applicable;
- (iii) Company will report to us any successful Cybersecurity Event within three (3) business days of discovery by contacting your primary banking contact;
- (iv) Company has procedures in place to limit employee access to the history of deposits sent to Huntington via the Services;
- (v) Company retains records of Checks for the length of time required by your applicable state record retention laws;
- (vi) Company must shred any original Check after verification of deposit. Original Checks that have been deposited and verified must be destroyed within ninety (90) calendar days. Until you destroy any Check or image of the same, you must, at a minimum, keep such document in a secure locked area or in a password protected environment. If you create an image of the Check, you must create a read-only image that cannot be copied or reproduced; and,
- (vii) Company understands that appropriate training and education materials can be accessed through the Web Portal.

**Section 5. Audit.** In order to ensure that you are in compliance with the terms of these Services and Applicable Law, we may conduct periodic onsite visits during reasonable business hours and upon at least twenty-four (24) hours advance notice. Further, you agree to cooperate with us and provide to us any documents or information we request, including, but not limited to, your files, records, and Checks (or images of the same if the originals have been destroyed). You agree to institute reasonable internal controls at our request. Failure to comply with this Section shall be a material breach of this Agreement.

**Section 6. Reserve Account.** If, upon our review of your Account activity, we determine that abuse or unauthorized activity is or may be occurring with respect to these Services, we may require that you maintain a reserve account ("Reserve Account") with a minimum balance equal to the previous month's total deposits or an amount as otherwise requested by us, subject to quarterly adjustment on the first day of each quarter. You grant to us a security interest in, and lien on, the funds in the Reserve Account, to secure the prompt and full payment of all your obligations to us. We will make withdrawals from the Reserve Account for reimbursement in connection with returned deposited items (including those which are the subject of UCC warranty claims). The Reserve Account will be under our sole dominion and control, and you will have no right of withdrawal of any of the funds in the Reserve Account, notwithstanding any Account Rules for that account. After you or we terminate these Services, we will turn over the remaining funds in the Reserve Account to you no later than one hundred eighty (180) days after such termination. In the event that the balance in the Reserve Account goes below the required amount for any reason, you shall immediately send us sufficient funds to bring the Reserve Account balance up to the minimum required level and we shall be permitted to debit another Account of yours to fulfill such request."

5. Re-numbered Part XIX: Glossary has a new section (i) as follows:

"Cybersecurity Event" means any observable occurrence within an information system or network that indicates a potential change in security posture, such as a user login, firewall block, or system alert. A successful Cybersecurity Event is an event resulting in unauthorized access to, disruption, or misuse of an information system.

The remaining definitions have been re-lettered.

6. Pages have been re-numbered and typos corrected.

# Ohio Digital Learning School

## Actuals for the Month

FY 2026-2027

July 2026

|                                          |           |                |
|------------------------------------------|-----------|----------------|
| <b>Funding Sources</b>                   |           |                |
| Basic Formula Funding - K-8 and HS       | \$        | 611,359        |
| Special Education Funding - K-8 and HS   | \$        | 130,171        |
| Other State Unrestricted Funds           | \$        | -              |
| State Restricted Funds - Non-SPED        | \$        | -              |
| State Restricted Funds - SPED            | \$        | -              |
| Federal - Title Funds                    | \$        | 3,663          |
| Federal - IDEA Funds                     | \$        | -              |
| Other Federal Funds                      | \$        | -              |
| Other Funding/Inc - Included in M&T base | \$        | -              |
| Other Funding/Inc - Non M&T Base         | \$        | -              |
| Interest Income / Other                  | \$        | 2,091          |
| <b>Total Funding</b>                     | <b>\$</b> | <b>747,284</b> |

|                                                |           |              |
|------------------------------------------------|-----------|--------------|
| <b>Instruction - Teachers</b>                  |           |              |
| Salary - Regular                               | \$        | -            |
| Salary - Special Ed                            | \$        | -            |
| Salary - ICs / Advisors / Counselors           | \$        | -            |
| Salary - Title                                 | \$        | -            |
| Salary - Other                                 | \$        | -            |
| Stipends                                       | \$        | -            |
| Salary - Part-Time Special                     | \$        | -            |
| Salary - Part-Time ICs / Advisors / Counselors | \$        | -            |
| Benefits                                       | \$        | -            |
| Bonus                                          | \$        | -            |
| Travel                                         | \$        | 49           |
| Phone                                          | \$        | 680          |
| K12 Instructional Materials                    | \$        | -            |
| K12 Curriculum Delivery                        | \$        | -            |
| K12 Charges-3rd Party Teacher                  | \$        | -            |
| Teacher Laptops                                | \$        | 132          |
| Non-Instructional Materials & Supplies         | \$        | -            |
| Conf., Teacher Training & Prof. Dev.           | \$        | 423          |
| Printing, Mailing, Postage                     | \$        | -            |
| Tuition reimb.                                 | \$        | -            |
| ISP                                            | \$        | 105          |
| Other                                          | \$        | 1,191        |
| <b>Total Instruction - Teachers</b>            | <b>\$</b> | <b>2,581</b> |

|                                       |           |              |
|---------------------------------------|-----------|--------------|
| <b>Instruction - Students</b>         |           |              |
| Proctored Exams & Test Administration | \$        | -            |
| K12 Curriculum Delivery               | \$        | -            |
| K12 Instructional Materials           | \$        | -            |
| K12 Computer, Peripherals, & Software | \$        | 1,110        |
| ISP                                   | \$        | -            |
| Sales Tax                             | \$        | -            |
| K12 Charges Other                     | \$        | -            |
| Other                                 | \$        | 7,052        |
| <b>Total Instruction - Students</b>   | <b>\$</b> | <b>8,162</b> |

|                                                 |           |              |
|-------------------------------------------------|-----------|--------------|
| <b>Student and Family Services</b>              |           |              |
| Special Ed Contracted Svcs & Other Related Exp. | \$        | 5,173        |
| Field Trips                                     | \$        | -            |
| Hybrid Program                                  | \$        | -            |
| School Events                                   | \$        | -            |
| Annual School Reports                           | \$        | -            |
| School Premiums                                 | \$        | -            |
| Non-K12 Other                                   | \$        | -            |
| <b>Total Student and Family Services</b>        | <b>\$</b> | <b>5,173</b> |

|                                                     |           |                |
|-----------------------------------------------------|-----------|----------------|
| <b>School Administration &amp; Governance</b>       |           |                |
| Educational Services                                | \$        | 112,093        |
| Oversight/Sponsor Fee                               | \$        | 25,549         |
| Legal Services                                      | \$        | -              |
| Payroll Services                                    | \$        | -              |
| Auditing - External                                 | \$        | -              |
| Board Development & Training                        | \$        | 625            |
| Administrator Travel                                | \$        | -              |
| Administrator Phone                                 | \$        | -              |
| Admin Computer, Peripherals, & Software             | \$        | 447            |
| Non-K12 Administrative Staff Salaries               | \$        | -              |
| Non-K12 Administrative Staff Benefits               | \$        | -              |
| Non-K12 Administrative Staff Bonus                  | \$        | -              |
| Consultants                                         | \$        | -              |
| Temporary employees                                 | \$        | -              |
| Non-K12 Other                                       | \$        | 907            |
| <b>Total School Administration &amp; Governance</b> | <b>\$</b> | <b>139,620</b> |

|                         |           |               |
|-------------------------|-----------|---------------|
| <b>Technology</b>       |           |               |
| Technology Services     | \$        | 52,310        |
| Non-K12 Other           | \$        | -             |
| <b>Total Technology</b> | <b>\$</b> | <b>52,310</b> |

|                                       |    |       |
|---------------------------------------|----|-------|
| <b>Insurance / Facilities / Other</b> |    |       |
| Rent                                  | \$ | 2,912 |
| Maintenance/Repair Facility           | \$ | -     |
| Water & Electric                      | \$ | -     |
| Telephone                             | \$ | 411   |
| Internet Connection                   | \$ | 944   |
| Conference calls                      | \$ | -     |

|                                              |           |                |
|----------------------------------------------|-----------|----------------|
| Copier / Fax Lease                           | \$        | 308            |
| Outside Copying                              | \$        | -              |
| Office Postage and Shipping                  | \$        | 262            |
| Office supplies and equipment                | \$        | 141            |
| Computer equip. & installation               | \$        | -              |
| General Liability Insurance                  | \$        | -              |
| Bank fees                                    | \$        | -              |
| Depreciation                                 | \$        | -              |
| Other                                        | \$        | -              |
| <b>Total Insurance / Facilities / Other</b>  | <b>\$</b> | <b>4,977</b>   |
| <b>Total School Expenditures This Period</b> | <b>\$</b> | <b>212,824</b> |
| <b>Surplus (Deficit) This Period</b>         | <b>\$</b> | <b>534,460</b> |

FY27 - August 2026 Submission  
 IRN No.: 017643  
 Type of School: Internet/Computer Based  
 Contract Term: June 30, 2030

County: Lucas

School Name: **Ohio Digital Learning School**  
**Statement of Receipt, Disbursements, and Changes in Fund Cash Balances**  
**For the Fiscal Years Ended 2024 through 2026, Actual 2027 and**  
**the Fiscal Years Ending 2028 through 2030, Forecasted**

|                                                                                                     | Actual                |                       |                       | Current               | Forecast              |                       |                       |
|-----------------------------------------------------------------------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
|                                                                                                     | Fiscal Year<br>FY2024 | Fiscal Year<br>FY2025 | Fiscal Year<br>FY2026 | Fiscal Year<br>FY2027 | Fiscal Year<br>FY2028 | Fiscal Year<br>FY2029 | Fiscal Year<br>FY2030 |
| <b><u>Operating Receipts</u></b>                                                                    |                       |                       |                       |                       |                       |                       |                       |
| State Foundation Payments (3110, 3211)                                                              | \$ 8,033,414          | \$ 9,017,372          | \$ 7,394,050          | \$ 8,924,326          | \$ 9,192,056          | \$ 9,192,056          | \$ 9,192,056          |
| Charges for Services (1500)                                                                         | -                     | -                     | -                     | -                     | -                     | -                     | -                     |
| Fees (1600, 1700)                                                                                   | -                     | -                     | -                     | -                     | -                     | -                     | -                     |
| Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)                                                    | 109,952               | 87,259                | 86,053                | 86,053                | 86,053                | 86,053                | 86,053                |
| <b>Total Operating Receipts</b>                                                                     | <b>\$ 8,143,366</b>   | <b>\$ 9,104,630</b>   | <b>\$ 7,480,103</b>   | <b>\$ 9,010,379</b>   | <b>\$ 9,278,109</b>   | <b>\$ 9,278,109</b>   | <b>\$ 9,278,109</b>   |
| <b><u>Operating Disbursements</u></b>                                                               |                       |                       |                       |                       |                       |                       |                       |
| 100 Salaries and Wages                                                                              | \$ 2,269,040          | \$ 2,372,342          | \$ 2,311,569          | \$ 2,410,868          | \$ 2,473,282          | \$ 2,537,347          | \$ 2,603,108          |
| 200 Employee Retirement and Insurance Benefits                                                      | 915,899               | 994,872               | 990,795               | 1,201,484             | 1,231,522             | 1,262,310             | 1,293,867             |
| 400 Purchased Services                                                                              | 4,051,068             | 4,844,423             | 4,988,444             | 5,601,740             | 5,599,308             | 5,615,010             | 5,631,391             |
| 500 Supplies and Materials                                                                          | 1,555,513             | 1,505,344             | 968,055               | 1,324,588             | 1,324,620             | 1,324,652             | 1,324,685             |
| 600 Capital Outlay -New                                                                             | 60,244                | 18,156                | 39,000                | 15,000                | 15,300                | 15,606                | 15,918                |
| 700 Capital Outlay - Replacement                                                                    | -                     | -                     | -                     | -                     | -                     | -                     | -                     |
| 800 Other                                                                                           | 444                   | 2,031                 | 1,320                 | 1,400                 | 1,428                 | 1,457                 | 1,486                 |
| 819 Other Debt                                                                                      | -                     | -                     | -                     | -                     | -                     | -                     | -                     |
| <b>Total Operating Disbursements</b>                                                                | <b>\$ 8,852,207</b>   | <b>\$ 9,737,167</b>   | <b>\$ 9,299,183</b>   | <b>\$ 10,555,081</b>  | <b>\$ 10,645,460</b>  | <b>\$ 10,756,382</b>  | <b>\$ 10,870,455</b>  |
| Excess of Operating Receipts Over (Under)                                                           |                       |                       |                       |                       |                       |                       |                       |
| <b>Operating Disbursements</b>                                                                      | <b>\$ (708,841)</b>   | <b>\$ (632,537)</b>   | <b>\$ (1,819,079)</b> | <b>\$ (1,544,702)</b> | <b>\$ (1,367,351)</b> | <b>\$ (1,478,273)</b> | <b>\$ (1,592,346)</b> |
| <b><u>Nonoperating Receipts/(Disbursements)</u></b>                                                 |                       |                       |                       |                       |                       |                       |                       |
| Federal Grants (all 4000 except fund 532)                                                           | \$ 631,500            | \$ 740,498            | \$ 756,268            | \$ 674,519            | \$ 674,519            | \$ 674,519            | \$ 674,519            |
| State Grants (3200, except 3211)                                                                    | 196,576               | 308,827               | 617,051               | 1,023,376             | 1,041,310             | 1,041,310             | 1,041,310             |
| Restricted Grants (3219, Community School Facilities Grant)                                         | -                     | -                     | -                     | -                     | -                     | -                     | -                     |
| Donations (1820)                                                                                    | -                     | -                     | -                     | -                     | -                     | -                     | -                     |
| Interest Income (1400)                                                                              | 324                   | 422                   | 440                   | 456                   | 456                   | 456                   | 456                   |
| Debt Proceeds (1900)                                                                                | -                     | -                     | -                     | -                     | -                     | -                     | -                     |
| Debt Principal Retirement                                                                           | -                     | -                     | -                     | -                     | -                     | -                     | -                     |
| Interest and Fiscal Charges                                                                         | -                     | -                     | -                     | -                     | -                     | -                     | -                     |
| Transfers - In                                                                                      | -                     | -                     | -                     | -                     | -                     | -                     | -                     |
| Transfers - Out                                                                                     | -                     | -                     | -                     | -                     | -                     | -                     | -                     |
| <b>Total Nonoperating Revenues/(Expenses)</b>                                                       | <b>\$ 828,399</b>     | <b>\$ 1,049,747</b>   | <b>\$ 1,373,760</b>   | <b>\$ 1,698,352</b>   | <b>\$ 1,716,286</b>   | <b>\$ 1,716,286</b>   | <b>\$ 1,716,286</b>   |
| Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements | \$ 119,558            | \$ 417,210            | \$ (445,320)          | \$ 153,650            | \$ 348,935            | \$ 238,013            | \$ 123,939            |
| Fund Cash Balance Beginning of Fiscal Year                                                          | \$ 613,540            | \$ 733,099            | \$ 1,150,309          | \$ 704,989            | \$ 858,638            | \$ 1,207,573          | \$ 1,445,586          |
| <b>Fund Cash Balance End of Fiscal Year</b>                                                         | <b>\$ 733,099</b>     | <b>\$ 1,150,309</b>   | <b>\$ 704,989</b>     | <b>\$ 858,638</b>     | <b>\$ 1,207,573</b>   | <b>\$ 1,445,586</b>   | <b>\$ 1,569,525</b>   |

## Assumptions

### Staffing/Enrollment

Total Student FTE  
Instructional Staff  
Administrative Staff  
Other Staff

| Actual                |                       |                       | Current               | Forecast              |                       |                       |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Fiscal Year<br>FY2024 | Fiscal Year<br>FY2025 | Fiscal Year<br>FY2026 | Fiscal Year<br>FY2027 | Fiscal Year<br>FY2028 | Fiscal Year<br>FY2029 | Fiscal Year<br>FY2030 |
| 933                   | 933                   | 939                   | 958                   | 987                   | 987                   | 987                   |
| 44.00                 | 44.00                 | 44.50                 | 45.00                 | 45.00                 | 45                    | 45                    |
|                       |                       |                       |                       |                       |                       |                       |
| 7.00                  | 7.00                  | 7.00                  | 7.00                  | 7.00                  | 7.00                  | 7.00                  |

### Purchased Services

Rent  
Utilities  
Other Facility Costs  
Insurance  
Management Fee  
Sponsor Fee  
Audit Fees  
Contingency  
Transportation  
Legal  
Marketing  
Consulting  
Salaries and Wages  
Employee Benefits  
Special Education Services  
Technology Services  
Food Services  
Other  
Total

|                 |                 |                 |                 |                 |                 |                 |
|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| \$ 58,381.62    | \$ 34,939.92    | \$ 34,939.92    | \$ 34,939.92    | \$ 34,939.92    | \$ 34,939.92    | \$ 34,939.92    |
| 16,038.68       | 16,403.33       | 15,824.79       | 16,594.20       | 16,926.08       | 17,264.61       | 17,609.90       |
| 5,708.37        | 5,493.38        | 4,956.42        | 450.42          | 459.43          | 468.61          | 477.99          |
| 40,466.41       | 42,559.82       | 49,448.87       | 41,533.00       | 45,686.30       | 50,254.93       | 55,280.42       |
| -               | -               | 208,999.89      | 1,606,241.23    | 1,606,241.23    | 1,606,241.23    | 1,606,241.23    |
| 248,313.58      | 280,826.61      | 253,889.61      | 298,431.06      | 298,431.06      | 298,431.06      | 298,431.06      |
| 14,500.10       | 12,238.20       | 14,573.00       | 15,125.25       | 15,427.76       | 15,736.31       | 16,051.04       |
| -               | -               | -               | -               | -               | -               | -               |
| -               | -               | -               | -               | -               | -               | -               |
| 16,189.36       | 21,930.00       | 20,340.00       | 25,678.00       | 26,191.56       | 26,715.39       | 27,249.70       |
| -               | -               | -               | -               | -               | -               | -               |
| -               | -               | -               | 17,500.00       | -               | -               | -               |
| -               | -               | -               | -               | -               | -               | -               |
| -               | -               | -               | -               | -               | -               | -               |
| 50,768.69       | 142,752.88      | 53,144.77       | 65,505.60       | 66,815.71       | 68,152.02       | 69,515.06       |
| -               | -               | 407,866.62      | 749,579.24      | 749,579.24      | 749,579.24      | 749,579.24      |
| -               | -               | -               | -               | -               | -               | -               |
| 3,600,700.88    | 4,287,278.83    | 3,924,460.06    | 2,724,763.19    | 2,733,102.98    | 2,741,609.56    | 2,750,286.28    |
| \$ 4,051,067.69 | \$ 4,844,422.97 | \$ 4,988,443.95 | \$ 5,596,341.10 | \$ 5,593,801.26 | \$ 5,609,392.88 | \$ 5,625,661.83 |

### Financial Metrics

Debt Service Payments  
Debt Service Coverage  
Growth in Enrollment  
Growth in New Capital Outlay  
Growth in Operating Receipts  
Growth in Non-Operating Receipts/Expenses  
Days of Cash

|       |         |         |         |       |       |       |
|-------|---------|---------|---------|-------|-------|-------|
| \$ -  | \$ -    | \$ -    | \$ -    | \$ -  | \$ -  | \$ -  |
| 0.00  | 0.00    | 0.00    | 0.00    | 0.00  | 0.00  | 0.00  |
| 0.00% | 0.00%   | 0.64%   | 2.02%   | 3.00% | 0.00% | 0.00% |
| 0.00% | -69.86% | 114.81% | -61.54% | 2.00% | 2.00% | 2.00% |
| 0.00% | 11.80%  | -17.84% | 20.46%  | 2.97% | 0.00% | 0.00% |
| 0.00% | 26.72%  | 30.87%  | 23.63%  | 1.06% | 0.00% | 0.00% |
| 25.30 | 27.48   | 45.15   | 24.38   | 29.44 | 40.98 | 48.54 |

### Assumptions Narrative Summary

| Fiscal Year 20XX-20XX Projected Debt |                           |                         |                     |                        |                      |                      |
|--------------------------------------|---------------------------|-------------------------|---------------------|------------------------|----------------------|----------------------|
| Description                          | Beginning<br>Year Balance | Principle<br>Retirement | Interest<br>Expense | Ending<br>Year Balance | Debitor/<br>Creditor | Debitor/<br>Creditor |
| FTE Review                           | \$ -                      | \$ -                    | \$ -                | \$ -                   | \$ -                 | \$ -                 |
| Loan A                               | \$ -                      | \$ -                    | \$ -                | \$ -                   | \$ -                 | \$ -                 |
| Loan B                               | \$ -                      | \$ -                    | \$ -                | \$ -                   | \$ -                 | \$ -                 |
| Line of Credit                       | \$ -                      | \$ -                    | \$ -                | \$ -                   | \$ -                 | \$ -                 |
| Notes, Bonds                         | \$ -                      | \$ -                    | \$ -                | \$ -                   | \$ -                 | \$ -                 |
| Capital Leases                       | \$ -                      | \$ -                    | \$ -                | \$ -                   | \$ -                 | \$ -                 |
| Payables (Past<br>Due 180+ days)     | \$ -                      | \$ -                    | \$ -                | \$ -                   | \$ -                 | \$ -                 |
|                                      |                           |                         |                     |                        |                      |                      |
| Total                                | \$ -                      | \$ -                    | \$ -                | \$ -                   | \$ -                 | \$ -                 |

### Purchased Services: Other

Online Curriculum  
Professional Development  
Payroll Fees  
Student Internet Reimbursements  
Student Services  
Staff Telephone and Internet  
Testing  
Travel  
Total

| Actual                |                       |                       | Current               | Forecast              |                       |                       |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Fiscal Year<br>FY2024 | Fiscal Year<br>FY2025 | Fiscal Year<br>FY2026 | Fiscal Year<br>FY2027 | Fiscal Year<br>FY2028 | Fiscal Year<br>FY2029 | Fiscal Year<br>FY2030 |
| \$ 3,076,398.35       | \$ 3,790,135.47       | \$ 3,454,184.64       | \$ 2,115,093.70       | \$ 2,115,256.62       | \$ 2,115,422.80       | \$ 2,115,592.30       |
| \$ 42,815.74          | \$ 56,820.17          | \$ 67,962.60          | \$ 58,690.53          | \$ 59,864.34          | \$ 61,061.63          | \$ 62,282.86          |
| \$ 143,832.32         | \$ 136,282.50         | \$ 134,804.59         | \$ 155,347.00         | \$ 158,453.94         | \$ 161,623.02         | \$ 164,855.48         |
| \$ -                  | \$ -                  | \$ -                  | \$ -                  | \$ -                  | \$ -                  | \$ -                  |
| \$ 99,995.76          | \$ 125,604.73         | \$ 125,099.10         | \$ 221,370.00         | \$ 221,780.88         | \$ 222,199.98         | \$ 222,627.46         |
| \$ 34,075.58          | \$ 34,631.11          | \$ 36,455.33          | \$ 33,002.03          | \$ 33,662.07          | \$ 34,335.31          | \$ 35,022.02          |
| \$ 201,580.28         | \$ 139,933.09         | \$ 101,767.02         | \$ 137,881.80         | \$ 140,639.44         | \$ 143,452.22         | \$ 146,321.27         |
| \$ 2,002.85           | \$ 3,871.76           | \$ 4,186.78           | \$ 3,378.13           | \$ 3,445.69           | \$ 3,514.60           | \$ 3,584.89           |
| \$ 3,600,700.88       | \$ 4,287,278.83       | \$ 3,924,460.06       | \$ 2,724,763.19       | \$ 2,733,102.98       | \$ 2,741,609.56       | \$ 2,750,286.28       |

**Estimated FTE:** The estimated FTE for FY27 is 958 and is expected to increase slightly in FY28 before staying flat FY29 - FY30 with hopes of increasing capture rate.

**Instructional Staff:** Staffing for FY27 is based on the current staff. FY28-FY30 assumes the school is fully staffed.

**Administrative Staff:** Ohio Digital Learning School does not employ any administrative staff. Administrative staff are provided by the management company, K12.

**Receipts:**

**Base Foundation:** FY27 includes an increase from 83.33% phase-in to 100%. Future funding changes have not yet been approved. The new funding formula guarantees Ohio Digital Learning School \$7,249.80 per pupil. The school started receiving Hybrid Funding in FY25, which continued in FY26. Hybrid funding has not yet been confirmed by the state for FY27-FY30.

**Other:** Includes revenue from Casino funding. FY26-FY29 is projected to remain flat.

**Federal Grants:** Federal grants include estimated Title and IDEA grants for FY27-FY30. FY28-30 does not include additional carryover that showed in FY27 as the school does not expect carryover funding at this time.

**Operating Disbursements:**

**Salaries and Wages:** FY27 salaries are based on current staff. FY28-FY30 increase assumes the school is fully staffed at the start of the school year, and includes bonuses and merit increases.

**Employee Retirement and Insurance Benefits:** These are estimated at approximately 54% of salaries in FY27 with incremental changes year-over-year for insurance benefits.

**Purchased Services/Supplies and Materials/Capital Outlay/Other:** Expenses are consistent with enrollment plus cost of living increases.

**Rent:** This is rent for the office where the administrative staff work. Rent is based on school's lease agreement. The school was able to acquire a more affordable space in FY24 causing a decrease thereafter. The school now recognizes full years of lower rent.

**Utilities:** This includes water, electric, telephone, and internet for the office.

**Other Facility Costs:** This includes building maintenance and security, copier, postage, and other office related expenses.

**Insurance:** This includes general liability and other associated insurance policies.

**Management Fee:** This is a fee charged by K12, the management company, and is calculated as a percentage of designated revenues. Services provided by K12 for this fee include personnel management; facility management; consulting and liaison services with the Sponsor, Ohio Department of Education, and other agencies; management services regarding special education, English Language Learning and Section 504 programs, related services and reimbursements; development, drafting and maintenance of forms, operations manuals, handbooks, guides, and policies and procedures; consultation, monitoring and oversight of EMIS and other state reporting systems; assistance in applying for grants; budgeting and financial reporting; maintenance of financial and student records; pupil recruitment; admissions; student discipline; etc. In the event of a budget deficit, the management fee is reduced each year by a credit to be issued by K12 in the amount of the deficit in order to maintain a balanced budget. If the management fee is not large enough, the remainder of the credit will go against the technology fee and/or other K12 fees.

**Sponsor Fee:** This is a fee paid to the Ohio Council of Community Schools. It is a percentage of state foundation funding.

**Audit Fees:** This includes costs related to the school's external auditor, Rea & Associates.

**Contingency:** N/A

**Transportation:** N/A. ODLS is a virtual school.

**Legal:** This includes costs related to the school's legal counsel, Amy Goodson Co., LLC.

**Marketing:** N/A

**Consulting:** This includes costs related to outside firms or consultants contracted by the school for a defined purpose.

**Salaries and Wages:** ODLS employs all non-management staff directly rather than through a purchased service. See "Salaries and Wages" above.

**Employee Benefits:** ODLS employs all non-management staff directly rather than through a purchased service. See "Employee Retirement and Insurance Benefits" above.

**Special Education Services:** This includes related services for the school's special education students. Approximately 21% of the school's students are special education students.

**Technology Services:** This is a fee charged by K12, the management company, and is calculated as a percentage of designated revenues. Services provided by K12 for this fee include monitoring of the Online School; fixing production issues; generating reports on pupil academic performance, attendance and progress; seeking and securing competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals; training school staff, parents and students on technology systems; developing, designing, publishing and maintaining the school's interactive website; maintaining the school's computer and telephone network; determining hardware configurations (including software and operating systems) for the school's technology needs; providing support for school employees and students; proposing for the governing authority adoption policies and procedures regarding the responsible use of computer equipment and other school property; etc. If the deficit credit described under Management Fee above is larger than the management fee, the remainder of the credit will go against the technology fee and/or other K12 fees.

**Food Services:** N/A. ODLS is a virtual school.

**Purchased Services Other:**

**Online Curriculum:** This includes the cost of the online curriculum used by both the students and instructional staff. If the deficit credit described under Management Fee above is larger than the management fee, the remainder of the credit will go against the technology fee and/or other K12 fees.

**Professional Development:** This includes the costs that support ongoing training for staff and board members such as conferences, workshops, and other activities and resources designed to improve staff effectiveness and support student achievement.

**Payroll Fees:** Costs associated with the school's third party payroll provider, Insperty.

**Student Internet Reimbursements:** Parents of low income students are eligible to receive a partial reimbursement of their internet costs.

**Student Services:** This includes supplemental curriculum and special education assistive devices.

**Staff Telephone and Internet:** Instructional and support staff work remotely. Ohio Digital Learning School provides telephones to the employees as well as reimbursement for home internet service.

**Testing:** This includes the costs for state mandated testing. Since Ohio Digital Learning School is a virtual school, rooms must be rented at many locations throughout the state where students can take the required tests. Computers and tech support must be provided. Teachers must travel to the test sites to proctor the tests and their travel expenses are reimbursed.

**Travel:** Costs associated with employee travel for school-related business, including mileage, lodging, meals, and other travel-related expenses.

**Supplies and Materials:** This includes office supplies for school staff, providing computers to students, and textbooks and other instructional materials provided to students. If the deficit credit des

**Capital Outlay:** This includes computers for instructional and support staff. FY27-FY30 includes laptops for new hires based on enrollment.

**Other:** Costs and fees related to banking needs of the school.

In each forecasted year, Ohio Digital Learning School's revenues are at least equal to its expenses. Per the contract between K12, Inc, which is the management company, and the school, in the event the School's audited financial statements ends a Fiscal Year in a Negative Net Asset Position, then provided there has been no material breach of the agreement by the Board, K12 will provide sufficient credits (Balanced Budget Credits) during the Term to be applied to K12 invoices. In the event of a budget surplus, no credits will be applied.

In addition to the note above, K12 invoices include management fees, technology fees, curriculum fees, material and supply fees, and miscellaneous fees. The "Balanced Budget Credits" will be applied accordingly to these invoices in order to make sure the school has a balanced budget.



# ODLS BOARD MEETING

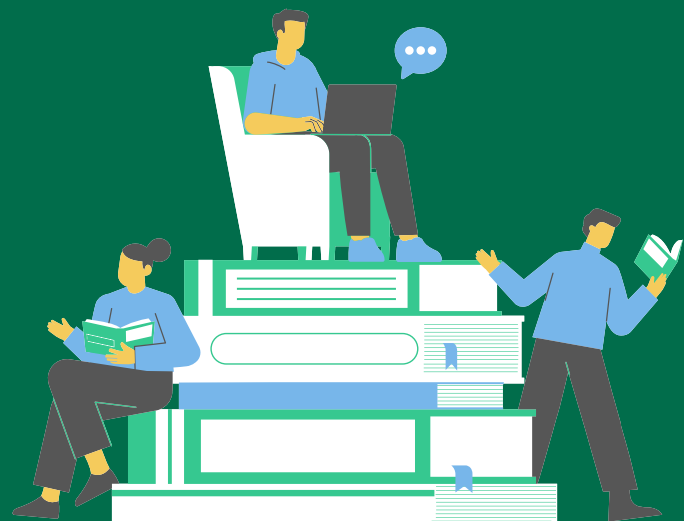
July 22, 2026

# THINGS TO KNOW

School started: 8/17/26  
K12 board and partner summit:  
**10/6-10/8**

## Agenda Items

- Hylant contract
- Insperity
- Handbook
- Science Stipends
- Sign on Bonus



Ohio Digital  
Learning School  
by K12™

# SCHOOL INFO.

**1125 Total  
Students**

**309 students  
for 8/24 cohort**

**200 New  
students Day  
one**

**0 Suspensions  
& 0 Explosions**

# Insperity

Renewing the contract so  
open enrollment can  
begin

83% board coverage for all  
plans above employee  
only which remain at 90

# Hylant

Recieved contract  
set up biweekly emails  
went over basic information  
what is important to us and the  
board



Ohio Digital  
Learning School  
by K12™

# Stipended and Bonus

2000 Dollar sign on Bonus for Math and Science

Math Stipend 100 per pay check-End with hire

Science Stipend 150 per pay check-end with hire

## Handbook updates

- update branding
- added new attendance
- update to contact information
- update ages to 14

# STAFFING UPDATES

## Open Positions:

Engagement coordinator

Science-1

Math-1

Program Coordinator

School Health Position

## Current staff

50- total

21- Gen Ed teachers

12 -Special education teachers

17 -support staff



# ODLS STAFF



# ODLS STAFF



# ODLS STAFF AT OCCS CONVOCATION





Ohio Digital  
Learning School  
by k12™

THANK YOU!

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

## CONSULTING AND SERVICES AGREEMENT

This Consulting and Service Agreement ("Agreement") is between Ohio Digital Learning School ("Client") and Hylant Group, Inc. and its subsidiaries, parents and affiliates ("Hylant").

1. Effective Date and Term. This Agreement will be effective August 1, 2026, and will remain in effect until December 31, 2026 ("Term"). Thereafter, this Agreement shall automatically renew for additional one-year Term's on January 1 of each respective year.
2. Scope of Services. Hylant will provide ongoing consulting services more fully described on Exhibit A ("Services").
3. Independent Contractor Status. The parties recognize and agree that although Hylant will be working closely with Client, Hylant is an independent contractor and neither Hylant nor any of its agents, servants or employees shall be considered to be employees, agents or servants of Client. This Agreement will not render Hylant an employee, partner, agent or, or create a joint venture relationship with Client for any purpose. Hylant will retain the sole right to exercise control over the manner in which it renders services, except as set forth in this Agreement.
4. Limits of Authority. Hylant will not enter into any contract for the benefit of Client without Client's express written approval. Hylant will have no authority to bind or enter into insurance contracts on behalf of Client without written consent on a policy-by-policy basis.
5. Compensation. As consideration for the Services, Hylant shall receive a monthly fee of \$3,500, payable by Client each month during the term of this Agreement. Such fee shall remain due and payable until termination of this Agreement pursuant to Section 7.
6. Confidentiality of Materials.
  - A. Hylant acknowledges that by reason of the nature of the services to be provided, Hylant and its personnel may become acquainted with Client vendor lists, records, pricing information, operating procedures, sales and marketing methods and procedures and other information which Client may deem as confidential, proprietary and/or trade secret. Hylant agrees that it will use such information provided by Client solely in providing the Agreed Services and will disclose, divulge, discuss, disseminate, copy or otherwise use or cause to be used any of Client's information only as required in performing the Agreed Services. In the course of providing services, Client recognizes that Hylant may provide Client confidential information to third parties, including insurers and/or underwriters, wholesalers, or other third parties with whom Hylant has contracts to provide services under this Agreement and that the disclosure of such information to such third parties shall not constitute a breach of this Section 6. Notwithstanding the foregoing, Ohio Digital Learning School is a public entity and, as such, this Agreement will be approved during a public meeting and is public record. This Agreement and any other documents that are considered public records must be available to the public in accordance with the Ohio Public Records Act. Upon the termination of this Agreement, Hylant will retain all of the files of Client according to Hylant's record retention policy. At Client's request, Hylant will either destroy and/or return any specific information or records as requested by Client in writing which are in Hylant's possession at the time of the request.
  - B. Client acknowledges that, during the course of its representation by Hylant, it may receive information from Hylant regarding Hylant's Risk Management Services, including proposals, reports or analyses prepared by Hylant. Client agrees to hold such information as confidential and not to divulge, communicate, or use such information except to provide such to Client's representatives who have a direct responsibility in working with Hylant in providing the services under this Agreement and agree to maintain the confidentiality of such information. Client agrees to destroy and/or return to Hylant any documents identified by Hylant in writing upon the termination of this Agreement.

C. The parties acknowledge that the terms of this section do not apply to information that is (i) publicly available or becomes so in the future without restriction, (ii) rightly received by the other party from third parties and not accompanied by privacy obligations, (iii) already in the other party's possession and lawfully received from sources other than the party to this Agreement, (iv) independently developed by either party, or (v) approved in writing for release or disclosure without restriction by an authorized representative of the other party. The parties further recognize that any party may disclose the other party's materials to the extent required to comply with any subpoena, order or directive of any court or governmental body; provided, however, that any party receiving such a demand/request shall use reasonable efforts to give the other party prior notice of any such disclosure for the purpose of enabling the other party to obtain a protective order.

7. Termination. In the event either party wishes to terminate this Agreement, such party must give written notice to the other party not less than sixty (60) days written notice. The termination of this Agreement, without regard to cause, shall terminate all rights, duties, and obligations between the parties.

8. Indemnification.

A. Hylant agrees to indemnify, defend and hold Client harmless from any and all manner of suit, claims, actions, losses, damages, liability and expenses, including attorney fees, arising solely from any acts, errors, omissions or misrepresentations of Hylant, its employees, agents, or servants, regarding the subject matter of this Agreement.

B. Client agrees to indemnify, defend and hold Hylant harmless from any and all manner of suit, claims, action, losses, damages, liability and expenses, including attorney fees, arising solely from any acts, errors, omissions or misrepresentations of Client or its employees, agents, or servants, regarding the subject matter of this Agreement.

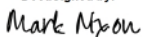
C. This indemnification shall survive the term of this Agreement.

9. Entire Agreement. This Agreement contains and constitutes the entire Agreement of the parties. All negotiations, discussions, and additional or supplemental terms and agreements between the parties are merged into this Agreement. Any subsequent modification(s) to this Agreement shall be invalid and unenforceable unless in writing, labeled an Addendum, and fully executed and dated by the undersigned parties. This Agreement replaces any prior oral or written agreements between Client and Hylant related to the subject matter of this Agreement.

10. Governing Law and Venue. This Agreement will be construed and interpreted in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in a federal court in the Northern District of Ohio and each party irrevocably submits to the exclusive personal jurisdiction and venue of any such court in any such action or proceeding.

Hylant Group, Inc.

Ohio Digital Learning School

DocuSigned by:  
  
17F0558E840040B  
Name: Mark Nixon  
Title: COO, Employee Benefits

\_\_\_\_\_  
Name:  
Title:

## **EXHIBIT A SERVICES**

- Dedicated service support
- Contractual and regulatory exposure reduction
- PEO exit strategy
- Ohio Digital Learning School Centric Strategic Benefit plan

## BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the “Agreement”) is entered into this 1st day of August, 2026 (“Effective Date”) by and between **OHIO DIGITAL LEARNING SCHOOL** (“Covered Entity”) and **HYLANT GROUP, INC.**, or its affiliate(s) (“Business Associate”). This Agreement shall supersede and replace any prior or existing business associate agreement between the parties hereto.

**1. Purpose of Agreement.** Covered Entity is a group health plan as defined within the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Business Associate is an insurance broker that provides consulting services to plan sponsors and group health plans on matters related to employee benefits. Business Associate has agreed to provide certain services for or on behalf of Covered Entity (“Services”). In the course of providing the Services, Business Associate may, on occasion, use, disclose, receive, or have access to Protected Health Information (“PHI”) from Covered Entity. This Agreement sets forth each party’s responsibilities and obligations with respect to safeguarding the confidentiality and security of PHI that it uses, accesses, or discloses in the performance of such Services.

**2. Definitions.** For purposes of this Agreement, unless otherwise defined herein, any terms used herein shall have the same meanings as used in the U.S. Department of Health and Human Services as they may be amended from time to time, 45 CFR Parts 160 and 164 (the “Privacy Rule”) and security standards, as they may be amended from time to time, 45 CFR Parts 160, 162 and 164, Subpart C (the “Security Rule”) (collectively “HIPAA Rules”), and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH”) and regulations promulgated there under, and any applicable state confidentiality laws.

### **3. Obligations and Activities of Business Associate.**

**3.1 Use and Disclosure of PHI.** Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide the Services and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity.

**3.2 Safeguards.** Business Associate shall maintain appropriate safeguards to ensure that PHI is not used, disclosed, or accessed other than as provided by this Agreement or as required by law. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall assure that all PHI be secured when accessed by Business Associate’s employees, agents, or subcontractors. Any access to PHI by Business Associate’s employees, agents, or subcontractors shall be limited to legitimate business needs while working with PHI. Business Associate agrees to comply with the security requirements contained in the Security Rule dealing

with the administrative, physical, and technical safeguards as well as policies, procedures, and documentation requirements.

3.3 Inspect or Copy PHI. If Business Associate maintains a Designated record Set on behalf of Covered Entity, Business Associate shall permit an individual access to the individual's PHI to inspect or copy the PHI, as may be directed by Covered Entity to meet requirements under 45 CFR §164.524.

3.4 Right to Amendment of PHI. Business Associate shall forward to Covered Entity any request for amendment to PHI that Business Associate receives directly from an individual within three (3) business days of receipt. Covered Entity agrees to respond directly to the individual on behalf of Business Associate for incorporation into that portion of the Designated Record Set held by Business Associate within the required regulatory time frame and to forward any such amendments to Business Associate within three (3) business days after such amendment is made by Covered Entity to the Designated Record Set.

3.5 Accounting of Disclosures. Business Associate agrees to document disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with CFR 45 §164.528 and any additional regulations promulgated by the Secretary pursuant to HITECH Act §13405(c). Business Associate agrees to implement an appropriate recordkeeping process that will track, at a minimum, the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Business Associate agrees to forward to Covered Entity a copy of any request for an accounting of disclosures received directly from an individual within three (3) business days of receipt. Business Associate agrees to provide such accounting of disclosures pursuant to this Section 3.5 to Covered Entity within ten (10) business days of Covered Entity's request for an accounting of disclosures, in order to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI during the six (6) years prior to the date on which the accounting was requested, in accordance with 45 CFR §164.528. If so directed by Covered Entity, Business Associate agrees to respond directly to the individual within the required regulatory time frame and to forward a copy of its response to Covered Entity within three (3) business days after providing such accounting to the individual.

3.6 Access to Secretary. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary and other governmental officers and agencies for the purpose of determining compliance with the HIPAA Rules.

3.7 Receipt of Subpoenas or Court Orders. In the event Business Associate receives a subpoena, court or administrative order, or other discovery request or mandate for the release of PHI, Business Associate will respond as permitted by 45 CFR §164.512(e) and (f) following

consultation with Covered Entity. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within five (5) business days of receipt of such request.

3.8 Sale of PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual unless Covered Entity has provided Business Associate with a valid authorization from each individual whose information is the subject of the remuneration transaction or unless Covered Entity has approved such remuneration transaction in writing.

3.9 Communication with Individuals. If and to the extent Business Associate communicates with any individuals who are the subject of PHI originating from or prepared for Covered Entity, Business Associate agrees to comply with and use best efforts so that its agents and subcontractors comply with 45 CFR §164.522(b), so as to ensure that PHI will only be communicated to those individuals designated in such a request as authorized to receive the PHI.

3.10 Agents and Subcontractors. To the extent that Business Associate uses one or more subcontractors or agents to provide the Services which involve the use, access to, or disclosure of PHI, Business Associate shall ensure that each subcontractor or agent agrees to all of the same restrictions and conditions to which Business Associate is bound hereunder. Business Associate shall cause each subcontractor or agent to sign an agreement with Business Associate containing substantially the same provisions as contained in this Agreement.

3.11 Reporting of Improper or Unauthorized Use or Disclosure. Business Associate shall require its employees, officers and contractors working for Business Associate to immediately report any occurrence, event, or fact that could reasonably be considered an Incident, as defined herein. For purposes of this Agreement, "Incident" means (i) any successful Security Incident; (ii) acquisition, access, use, or disclosure of PHI in a manner or for a purpose not permitted by the HIPAA Privacy Rule or this Agreement; (iii) Breach (as defined in 45 CFR §164.402) of Unsecured PHI; or (iv) any loss, destruction, alteration, or other event in which PHI cannot be accounted for. Successful Security Incidents shall not include pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI. Business Associate agrees to notify Covered Entity within ten (10) days of discovery of any Incident. As soon as reasonably practicable thereafter, and in no event more than thirty (30) days following discovery of the Incident, Business Associate shall provide Covered Entity with the following information to the extent known and available: (a) a description of the circumstances under which the Incident occurred; (b) the date of the Incident and the date that the Incident was discovered; (c) a description of the types of PHI involved in the Incident; (d) the identification of each individual whose PHI is known or is reasonably believed by the Business Associate to have been affected; (e) any recommendations that Business Associate may have, if any, regarding the steps that the affected individuals may take to protect themselves from harm; and (f) any other information necessary for Covered Entity to determine whether a Breach has occurred.

3.12 Breach of PHI. “Breach” is defined in 45 CFR §164.402 and includes any impermissible use or disclosure of PHI (i.e. a violation of the HIPAA Privacy Rule). Any impermissible use or disclosure of PHI is presumed to be a Breach unless Covered Entity demonstrates that there is a low probability that the PHI has been compromised. When determining low probability, Covered Entity shall perform a risk assessment of the following factors: (i) the nature and extent of the PHI involved, including the type of identifiers and the likelihood or re-identification; (ii) the unauthorized person who used the PHI to whom the disclosure was made; (iii) whether the PHI was actually acquired or viewed; and (iv) the extent to which the risk to the PHI has been mitigated. When the results of such risk assessment fail to demonstrate that there is a low probability that PHI has been compromised, Covered Entity or Business Associate, as applicable, shall comply with the Breach notification requirements set for in Section 3.13 herein.

3.13 Breach Notification. Upon the written request of Covered Entity, Business Associate shall notify those individuals whose PHI has been affected by the Breach in accordance with 45 CFR §164.404, the media in accordance with 45 CFR §164.406 (if applicable), and the Secretary in accordance with 45 CFR §164.408. Absent such written request by Covered Entity, Covered Entity shall be required to comply with the requirements set forth in 45 CFR §§164.400-414.

3.14 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of requirements of this Agreement. If it is determined that a Breach has occurred, Business Associate shall assist Covered Entity in mitigating the Breach and mitigating the risk of future Breaches. If Business Associate determines that a Breach has occurred, Business Associate shall take all action which is reasonably requested by Covered Entity to mitigate the Breach and prevent future Breaches.

3.15 Cooperation. Business Associate shall, and shall require its employees, officers, and contractors to, cooperate fully with Covered Entity and its designated representatives in obtaining and providing any additional information requested by Covered Entity in connection with the Breach.

## **4. Permitted Uses of PHI.**

4.1 General Use. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI as necessary to perform the Services for or on behalf of Covered Entity, if such use or disclosure of PHI would not violate the HIPAA Rules if done by Covered Entity.

4.2 Specific Use and Disclosure. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that such disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as

required by law or for the purpose for which it was disclosed to the person, and the person notified Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4.3 De-Identified Information. Business Associate may use and disclose de-identified health information.

4.4 Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes; however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.

**5. Obligations of Covered Entity.** If deemed applicable by Covered Entity, Covered Entity shall do the following:

5.1 Changes to Notice of Privacy Practices. Covered Entity shall notify Business Associate in accordance with 45 CFR §164.520 of any material changes to the Covered Entity's Notice of Privacy Practices, to the extent that such changes affect Business Associate's use or disclosure of PHI. Upon receiving notice of such changes, Business Associate shall give timely effect to such changes.

5.2 Changes to Patient Authorization. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission or authorization by individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Business Associate will give timely effect to such changes or revocations.

5.3 Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Business Associate will give timely effect to such restrictions.

**6. Term and Termination.**

6.1 Term. The term of this Agreement will commence on the Effective Date and shall terminate when all PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or upon any of the events set forth in this Section 6.

6.2 Termination. Covered Entity may terminate this Agreement without penalty, if Covered Entity reasonably determines, that: (a) Business Associate has used or disclosed PHI in breach of this Agreement and Business Associate does not cure such breach or end the violation within twenty (20) business days of discovery by Business Associate; (b) if any changes or diminution of Business Associate's privacy or security procedures or safeguards render such safeguards

unsatisfactory to Covered Entity; (c) Business Associate has repeatedly violated the terms of this Agreement or any provision hereof, irrespective of whether or how promptly Business Associate may remedy such violation after being notified of the same; or (d) upon Business Associate's completion of the Services or termination of any agreement between Covered Entity and Business Associate for the provision of Services.

6.3 Return or Destruction of PHI. Upon termination of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in any form, recorded on any medium, or stored in any storage system and shall retain no copies of PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Upon written request by Covered Entity, an authorized representative of Business Associate shall certify in writing to Covered Entity within ten (10) business days from the date of termination of this Agreement that all PHI has been returned or destroyed as provided herein, and that Business Associate no longer retains any PHI in any form. To the extent such return or destruction of PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Indemnification. Business Associate and Covered Entity shall indemnify, defend, and hold harmless the other party and its affiliates ("Indemnified Parties"), from and against any and all losses, expense, damage or injury that the Indemnified Parties may sustain as a result of, or arising out of: (a) a breach of this Agreement by the other party or its agents or subcontractors, including not limited to unauthorized use, disclosure, or Breach of PHI; (b) the other party's failure to notify any and all parties required to receive notification of any Breach of unsecured PHI; or (c) any negligence or wrongful acts or omissions by the other party or its agents or subcontractors, including without limitation, failure to perform obligations under this Agreement or the HIPAA Rules. Notwithstanding the foregoing, nothing in this Section 7 shall limit any rights of the Indemnified Parties may have to additional remedies under underlying agreements by and between them regarding the provision of services or under applicable law.

## 8. Miscellaneous.

8.1 Amendment. This Agreement may not be waived, modified, or amended except by a written agreement signed by both parties. The parties agree to amend this Agreement, as appropriate, to conform with any new or revised legislation, rules, and regulations to which Covered Entity or Business Associate is subject now or in the future.

8.2 Notice. All notices required to be given to Covered Entity pursuant to this Agreement shall be delivered to Chelsea Kania at 1745 Indian Wood Circle, Maumee, OH 43537. All noticed

required to be given to Business Associate under this Agreement shall be delivered to the Business Associate's Privacy Officer at 811 Madison Avenue, Toledo, Ohio 43604.

8.3 Survival. The respective rights and obligations of Business Associate and Covered Entity shall survive the termination of this Agreement.

8.4. Interpretation. The parties agree that any ambiguity in this Agreement will be resolved in favor of a meaning that complies with and is consistent with HIPAA.

8.5 Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8.6. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either party hereto to persons not a party to this Agreement.

8.7 Public Records. Covered Entity is a public entity and, as such, this Agreement will be approved during a public meeting and is public record. This Agreement and other documents that are considered public records must be available to the public in accordance with the Ohio Public Records Act.

**IN WITNESS WHEREOF**, the parties executed this Agreement as of the Effective Date.

**OHIO DIGITAL LEARNING SCHOOL**

**HYLANT GROUP, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DocuSigned by:  
By: Mikki Stegeman  
2E89C37377C0411...  
Privacy Officer



HYLANT provides employer-sponsored health and welfare compliance documentation and compliance information services (the "Compliance Services") to its employer-clients. These Compliance Services include providing specimen documents for the employer-client's adoption and providing other general information regarding the Employer's disclosure, reporting and other obligations under applicable laws. By using any of the Compliance Services, the undersigned Employer hereby acknowledges and agrees to the following terms and conditions of use of these Compliance Services:

1. HYLANT, in providing the Compliance Services to the Employer, is not rendering legal or tax advice and cannot be relied on as such, and, the Employer is strongly recommended to consult with legal counsel and/or a tax professional before using or relying on the Compliance Services. As a result, Employer understands and acknowledges that attorney/client privilege does not apply to its interactions with HYLANT.
2. The Employer's use of the Compliance Services is voluntary. In addition, the Employer acknowledges that its use of the Compliance Services is undertaken at its own risk and that it has been advised to consult with legal counsel before using or relying on the Compliance Services.
3. HYLANT's provision of the Compliance Services does not create an ongoing obligation for HYLANT to maintain and update any applicable documents created. Ongoing compliance remains the sole and exclusive obligation of Employer.

In witness whereof, the Employer has executed and delivered this Agreement as of the 1<sup>st</sup> day of August, 2026.

#### The Employer

Name of Company: Ohio Digital Learning School  
By: Chelsea Kania  
Title: Board president  
Address: 1745 Indian Wood Circle  
City/State/Zip: Maumee, OH 43537  
Telephone: 567-686-2523  
Email: chelsea.kania@rockets.utoledo.edu  
Please return to: dee.shirey@hylant.com

Confidentiality Statement. The information and concepts provided to you by Hylant Group are strictly confidential. The information and concepts are solely for your internal evaluation and no other use of distribution is permitted or authorized.

# OHIO DIGITAL LEARNING SCHOOL STUDENT & PARENT HANDBOOK

2026–2027 SCHOOL YEAR

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*When We Learn Together, We Rise Together.*

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**2026–2027 Academic Calendar  
Ohio Digital Learning School**

| Date                                                                                                                          | Event                                      |
|-------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| Aug 17, 2026                                                                                                                  | First Day of School                        |
| Aug 26–Sept 4, 2026                                                                                                           | STAR Testing                               |
| Sep 7, 2026                                                                                                                   | Labor Day — No School                      |
| Nov 11, 2026                                                                                                                  | Parent-Teacher Conferences                 |
| Nov 25–27, 2026                                                                                                               | Thanksgiving Break — No School             |
| Dec 7–18, 2026                                                                                                                | Fall EOCs / STAR Testing                   |
| Dec 21, 2026–Jan 1, 2027                                                                                                      | Winter Break — No School                   |
| Jan 7, 2027                                                                                                                   | End of Semester 1                          |
| Jan 8, 2027                                                                                                                   | Professional Day — No School for Students  |
| Jan 11, 2027                                                                                                                  | Start of Semester 2                        |
| Jan 18, 2027                                                                                                                  | Martin Luther King Jr. Day — No School     |
| Feb 3, 2027                                                                                                                   | Parent-Teacher Conferences                 |
| Feb 15, 2027                                                                                                                  | Presidents' Day — No School                |
| Feb 22–Mar 5, 2027                                                                                                            | ACT Testing / OELPA Testing                |
| Mar 22–29, 2027                                                                                                               | Spring Break — No School                   |
| Apr 19–30, 2027                                                                                                               | Spring EOCs / STAR Testing / AASCD Testing |
| May 31, 2027                                                                                                                  | Memorial Day — No School                   |
| Jun 2, 2027                                                                                                                   | Last Day of School                         |
| <b>Full School calendar:</b><br><a href="https://odls.k12.com/academic-calendar/">https://odls.k12.com/academic-calendar/</a> |                                            |



## School Mission

Since 2019, ODLS has helped Ohio students in grades 9–12, ages 14–21, graduate with pride and take control of their future. No matter where a student is in their learning journey, our teachers and counselors are by their side—providing the guidance, encouragement, and resources students need to feel empowered to create their own path forward.

## School Vision

Providing a unique and supportive learning environment for ALL learners.

## School Values

The Ohio Digital Learning School's core values are Inspire, educate, celebrate

- 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 in 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.

## Title IX Non-Discrimination Notice

Ohio Digital Learning School does not discriminate on the basis of religion, race, color, ethnicity, national origin, gender sexual orientation, economic status, disability, or age in its programs and activities and provides equal access to all educational opportunities and designated school groups. Ohio Digital Learning School is committed to providing an environment that is free from all forms of sex discrimination, which includes gender-based discrimination, sexual harassment and sexual violence, as regulated by Title IX, and to ensuring the accessibility of appropriate grievance procedures for addressing all complaints regarding all forms of sex discrimination and sexual harassment. Ohio Digital Learning School reserves the authority to address sex discrimination and sexual harassment whenever becoming aware of their potential existence, regardless of whether a complaint has been lodged in accordance with



the grievance procedure set forth below. Ohio Digital Learning School reserves the authority to address sex discrimination and sexual harassment even if the same, similar, or related circumstances are also being addressed under another policy, whether of Ohio Digital Learning School or another entity. Furthermore, Ohio Digital Learning School reserves the right to pursue sexual misconduct violations that fall outside of the scope of Title IX based on Ohio Digital Learning School's judgment that the alleged actions are contrary to any part of its code of conduct.

### **INFORMATION AND ASSISTANCE**

Sex Discrimination and Sexual Harassment means conduct of a sexual nature that meets any of the following: **Sex discrimination** occurs when a person, because of their sex, is denied participation in or the benefits of any education program or activity that receives federal financial assistance.

**Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

- 1) A school employee conditioning education benefits, services, or aid on participation in unwelcome sexual conduct (i.e., quid pro quo); or
- 2) Unwelcome conduct that a *reasonable person* would determine is so **severe, pervasive, and objectively offensive** that it effectively denies a person equal access to the school's education program or activity; or
- 3) Sexual assault as defined in the Clery Act 20 U.S.C. 1092(f)(6)(A)(v), dating violence 34 U.S.C. 12291 (a)(10), domestic violence 34 U.S.C. 12291(a)(8), or stalking as defined in the Violence Against Women Act (VAWA) 34 U.S.C. 12291(a)(30). Sexual harassment can be verbal, nonverbal or physical.

Any individual, who believes they may have experienced any form of sex discrimination or sexual harassment, or who believes that they have observed such actions taking place, may receive information and assistance regarding the School's policies and reporting procedures from:

#### **Title IX Coordinator:**

Laura Houghton

[lhoughton@ohdls.org](mailto:lhoughton@ohdls.org)

419-740-9007 ext. 1000

1745 Indian Wood Circle, Suite 210

Maumee, OH 43537

For additional information on Title IX, please see the Title IX Grievance Procedures policy located in the Board Policy Manual.

### **Section 504 Notice**

Section 504 of the Rehabilitation Act of 1973 ("Section 504") prohibits discrimination against persons with a disability in any program receiving federal financial assistance. The Americans with Disabilities Act ("ADA") prohibits discrimination on the basis of disability in public accommodations and employment. Additional information can be found in the Board Policy Manual Section 504 ADA policy or by contacting the Section 504 Coordinator.

#### **Section 504 Coordinator**

Lis Pham @ephram@ohdls.org



## Student Records & FERPA

To provide appropriate educational services and programming, ODLS must collect, retain and use information about individual students. To safeguard students' privacy, ODLS restricts access to students' personally identifiable information.

Student records shall be available only to students, and their parents, eligible students, designated school officials, and designated school personnel, who have a legitimate educational interest in the information, and to other individuals or organizations as permitted by law. The term "parents" includes legal guardian, Learning Coach or other persons standing in loco parents (such as grandparents or stepparents with whom the child lives, or a person who is legally responsible for the welfare of the child). The term "eligible student" refers to a student who is eighteen (18) years of age or older, or a student of any age who is enrolled in a postsecondary institution. Parents requesting records access to their student's records, if the student is over age 18, must request permission. For further information, the parent may contact the Records Department at ODLS at [ODLSoffice@ohdls.org](mailto:ODLSoffice@ohdls.org). Student will become an "eligible student" upon their 18<sup>th</sup> birthday and will afford all rights to their school records at that time. When a student turns 18, the rights to access records will transfer from the parent to the student.

Both parents shall have equal access to the student's academic records unless stipulated otherwise by court order or law. Parents of eligible students may be allowed access to the student's records without the student's consent, provided the student is considered a dependent under section 152 of the Internal Revenue Code.

"Legitimate education interest" shall be defined as a "direct or delegated responsibility for helping the student achieve one or more of the educational goals of the School" or if the record is necessary for the school official to perform an administrative, supervisory, or instructional task or to perform a service or benefit for the student or the student's family.

The Family Educational Rights and Privacy Act (FERPA) affords parents and eligible students certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days of the School receives a request for access. Parents or eligible students should submit to the Head of School a written request that identifies the record(s) they wish to inspect. The Head of School will arrange for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. **The right to request an amendment of the student's education records that the parent or eligible student believes is inaccurate. Parents or eligible students may ask the School to amend a record that they believe is inaccurate. They should write the Head of School clearly identifying the part of the record they want changed and specify why it is inaccurate. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.**
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement until personnel); a person serving on the Governing Board; a person or company with whom the School has contracted to perform a special task (such as an administration, attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another



school official in performing his or her tasks. A school; official has a legitimate educational interest if the official needs an education record to fulfill his or her professional responsibility. Upon request, the School may disclose education records without consent to officials or another school district in which a student seeks or intends to enroll. ODLS will make a reasonable attempt to notify the parent or student of the records requested unless it states in its annual notification that intends to forward records on request.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by ODLS to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are: Family Policy Compliance Office  
U.S. Department of Education 400  
Maryland Avenue, SW  
Washington, DC 20202-5901

The Board of Directors hereby authorizes the administration to:

1. Provide “personally-identifiable” information to appropriate parties in connection with an emergency if such knowledge is necessary to protect the health and safety of the student or other individuals;
2. Request each person or party requesting access to a student's record to abide by federal and state laws concerning the disclosure of such information;
3. Report a crime committed by a child with a disability to appropriate authorities and to transmit copies of the student's special education and disciplinary records to the authorities for their consideration;
4. Forward student records, including disciplinary records with respect to any current suspension and expulsion, upon request to a private or public school or school.

The following are required communications that must be maintained by parents:

- Personal Information (FERPA)
  - The Head of School, who may delegate certain responsibilities to the school administrative assistant or other administrators, is responsible for maintaining the personal information systems utilized by ODLS. Specifically, the Head of School is responsible for maintaining confidentiality of directory information, if the parents have requested, and other information in a student's educational record. If requested, your student's directory information will be shared unless you have chosen to Opt Out of the ODLS Directory.
  - All ODLS personnel and administrators who collect, maintain, use, or otherwise have access to student records must maintain such records in the manner prescribed by law and/or by ODLS and its Board of Directors.
  - The Head of School or designee shall prepare an annual notice to parents/eligible students which shall inform them of their rights to (1) inspect and review the student's educational records; (2) request an amendment to the records if appropriate; (3) limit disclosure of personally identifiable information defined as directory information; (4) request a hearing if ODLS refuses to amend records believed to be misleading or inaccurate and to file a complaint with the Department of Education if dissatisfied with the results of the hearing; and (5) obtain a copy of ODLS's policy on student records. The notice may be found online and/or placed in the student handbook.
  - The Head of School or designee shall maintain and post a current listing of employees and other persons who are authorized to access personally-identifiable information and provide public inspection of such listing. In addition, the Head of School shall prepare a listing of the types and locations of records collected, maintained or used by ODLS. This list shall be provided to parents/eligible students upon request.
  - The Head of School or designee shall obtain written and detailed consent from parents/eligible



students prior to disclosure of student records. Such consent shall consist of the records that may be disclosed, the purpose for which disclosure may be made, to whom disclosure may be made, and whether the parent/eligible student wishes to have a copy of the records disclosed. Prior consent will not be required if Board policy allows for disclosure without consent.

- Parents: Disclosure, Inspection, Review of Records
  - The Head of School shall permit parents/eligible students, upon request, to retrieve information form and to inspect and review, records relating to the student's education and maintained by ODLS. The Head of School may place certain conditions on such access consistent with applicable laws, regulations and school policies.
- Third Party: Disclosure, Inspection/Review, and/or Copies of Records
  - When authorized, the Head of School shall permit inspection and review of a student's educational records, disclose specified information, or provide copies of educational records only after the requesting party has agreed not to share the information with a third party unless the parents/eligible students have so consented or the circumstances meet the requirements of the Federal regulations on third-party disclosure.
- Amendment of Records
  - The Head of School shall provide parents/eligible students with the opportunity to amend records when they believe that any of the information regarding their student is inaccurate, misleading, or violates the student's privacy. Upon receipt of a written request to amend records, the Head of School shall determine whether such record shall be amended and inform the parents/eligible student of such decision and their right to a hearing. If a hearing is requested, the President of the Board of Directors shall select a hearing officer, who may be an official with the school who does not have a direct interest in the outcome of the hearing. The hearing officer shall arrange a hearing within ten (10) business days at a mutually agreed time and place. The hearing officer shall inform the parents/eligible students that they may present evidence relevant to the issues and may be assisted or represented by individuals of their choice, including an attorney, at their own expense. The hearing officer shall be responsible for maintaining the student's records during the appeal process so that no information is lost or destroyed. Within ten (10) business days following the conclusion of the hearing, the hearing officer shall provide a summary and findings to the President of the Board or designee. Based upon a review of this report, the President of the Board or designee shall send a letter, within ten (10) business days, to the parent/eligible student stating the decision and justification of the decision. If the parent/eligible student disagrees with the decision, they may submit a statement explaining why they disagree with the decision which shall be maintained with the contested record. If an amendment is made, then the Head of School shall send written confirmation that the amendments have taken place.
- Emergency Release
  - The Head of School may release any personally-identifiable information (without parent/eligible students consent) to appropriate parties in connection with a health/safety emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.
  - Upon receipt of a request for emergency information, the Head of School shall ascertain whether the request constitutes a health or safety emergency and, if so, provide the requested information immediately.
- Transfer of Records to Other Public and Private Schools and School Districts
  - **Student records, including disciplinary records regarding any current suspensions and expulsions, must be transferred within fourteen (14) days of request. Records shall not be withheld by the school for a student's failure to pay any fees, fines, or charges imposed by ODLS.**
  - The Head of School shall transfer a student's records to another school when a written request by the



private or public school or school district in which the student is enrolled, seeks or intends to enroll, or is instructed to enroll, on a full-time or part-time basis. If parents/eligible students request a copy of the records being transferred, they shall be provided a copy without cost. If a student is under the care of a shelter for victims of domestic violence, release of information is limited by law.

- Disclosure for Student Financial Aid
  - The Head of School may release, **without parents' consent**, student information regarding financial aid for which a student has applied or which a student has received, provided that personally-identifiable information from the educational records of the student may be used only to determine the eligibility of the student for financial aid, to determine the amount of financial aid, to determine the conditions which will be imposed regarding the financial aid and/or to enforce the terms or conditions of the financial aid. Financial aid means a payment of funds provided to an individual (or a payment in kind of tangible or intangible property to the individual) that is conditioned on the individual's attendance at an educational agency or institution.
- Disclosure for Purposes of Marketing or Selling Information
  - ODLS does not permit the collection, disclosure, or use of personal information collected from students for marketing or for selling that information (or otherwise providing that information to others for that purpose). For purposes of this section, "personal information" means individually identifiable information including: (1) a student or parent's first and last name; (2) a home or other physical address (including street name and the name of the city or town); (3) a telephone number; or (4) a Social Security identification number.

## Delinquent Child Policy-Sealed Records Policy

Purpose: To preserve, protect and maintain confidential records that have been sealed in accordance with Sections 2151.356 and 2151.357 of the Ohio Revised Code.

Policy: In the event that the school board receives notice that the ODLS is in possession of records that have been ordered sealed pursuant to Section 2151.356 of the Revised Code from (i) a court of competent jurisdiction (ii) the person whose record has been sealed, or (iii) any other source sufficient to impute knowledge thereof, then the Head of School shall abide by the following:

### Maintenance, Submission and Non-Disclosure of Sealed Records

- Records custodian shall place all records that have been ordered sealed pursuant to Section 2151.356 of the Ohio Revised Code in a separate file in which only sealed records are maintained. The sealed records shall, as soon as practicable, be provided to the Court ordering the records sealed consistent with ORC 2151.357. The Head of School or authorized designee/records custodian shall implement administrative policies and procedures for the protection, maintenance and preservation of all sealed records consistent with this Policy.
- No employee of ODLS or Board member shall knowingly release, disseminate, or make available for any purpose involving employment, bonding, licensing, or education to any person or to any department, agency, or other instrumentality of the state or of any of its political subdivisions any information or other data concerning any arrest, taking into custody, complaint, indictment, information, trial, hearing, adjudication, or correctional supervision, the records of which have been sealed pursuant to section 2151.356 of the Ohio Revised Code and the release, dissemination, or making available of which is not expressly permitted by Ohio law.
- Nothing contained in this Policy shall prohibit ODLS from retaining records regarding an adjudication that a student is a delinquent child that was used as the basis for the student's permanent exclusion under sections



3301.121 and 3313.662 of the Revised Code.

#### Permitted Inspections of Sealed Records

- ODLS may permit the inspection of records that have been sealed under Section 2151.356 of the Ohio Revised Code but only if in compliance with ORC 2151.357(E).

## Notification of Rights Under the Protection of Pupil Rights Amendment (PPRA)

PPRA affords parents of elementary and secondary students certain rights regarding the conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include, but are not limited to, the right to:

- *Consent* before students are required to submit to a survey that concerns one or more of the following protected areas (“protected information survey”) if the survey is funded in whole or in part by a program of the U.S. Department of Education (ED)–

1. Political affiliations or beliefs of the student or student’s parent;
2. Mental or psychological problems of the student or student’s family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or student’s parent; or
8. Income, other than as required by law to determine program eligibility.

- *Receive notice and an opportunity to opt a student out of –*

1. Any other protected information survey, regardless of funding;
2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law or the Individuals with Disabilities Act; and
3. Activities involving collection, disclosure, or use of personal information collected from students for the purpose of marketing or selling or otherwise distributing the information to others. (This does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions.)

- *Inspect*, upon request and before administration or use –

1. Protected information surveys of students and surveys created by a third party;
2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
3. Instructional material used as part of the educational curriculum if the instructional material will be used in connection with any survey, analysis, or evaluation as part of any survey funded in whole or in part by a program of ED.



These rights transfer from the parents to a student who is 18 years old or an emancipated minor under State law.

Ohio Digital Learning School has developed policies regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. ODLS will directly notify parents of these policies at least annually at the start of each school year. ODLS will also directly notify, such as through U.S. Mail or email, parents of students who are scheduled to participate in the specific activities or surveys noted below and will provide an opportunity for the parent to opt his or her child out of participation of the specific activity or survey. ODLS will make this notification to parents at the beginning of the school year if the District has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys listed below and be provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this direct notification requirement:

- Collection, disclosure, or use of personal information collected from students for marketing, sales, or other distribution.
- Administration of any protected information survey not funded in whole or in part by ED.
- Any non-emergency, invasive physical examination or screening as described above.

Parents who believe their rights have been violated may file a complaint with:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, D.C. 20202

## Student Matrix for Support

Office Phone: 419-740-9007

Office Fax: 419-481-8030

|                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| <p><b>Need Technical Support?</b><br/> <a href="http://www.k12.com">www.k12.com</a> OR<br/>         K12 Customer Support 1-866-K12-CARE<br/>         Press 2 at the Prompt for Options<br/>         Option 1: Materials<br/>         Option 2: Technical (Equipment) Support<br/>         Option 3: Login Information and Online Systems Support<br/>         Option 4: Re-Registration Questions</p> | <p><b>High School Academics:</b><br/>         Course Content Teachers Office +Extension</p> <ul style="list-style-type: none"> <li>• Course Content, Assessment and Class Connects</li> <li>• Grades</li> </ul> <p><b>Homeroom Teacher:</b><br/>         Office +Extension</p> <ul style="list-style-type: none"> <li>• Progress/Grades</li> <li>• Re-registration and State Testing</li> <li>• Student and Family Concerns</li> <li>• Withdrawals</li> <li>• Attendance</li> <li>• Program Navigation and Orientation</li> <li>• Please contact your Special Education Teacher for concerns related to the IEP and related services</li> </ul> <p><b>Counselor</b></p> <ul style="list-style-type: none"> <li>• High School Courses, Credits and Transcripts</li> <li>• Graduation Planning</li> <li>• Post-Secondary or Dual Enrollment</li> <li>• EDP's (Educational Development Plans) and Career Planning</li> </ul> <p><b>Principal</b></p> <ul style="list-style-type: none"> <li>• Teacher and Program Concerns</li> <li>• Truancy/ Attendance</li> <li>• Student and Family Concerns</li> <li>• Issues unresolved by the Homeroom or Course Teacher</li> </ul> | <p><b>Special Programs</b><br/>         Office: 419-740-9007</p> <p><b>Special Education</b></p> <ul style="list-style-type: none"> <li>• Special Education, 504 Plans and Child Find</li> </ul> <p><b>ELL</b></p> <ul style="list-style-type: none"> <li>• English Language Learner Support</li> <li>• Elisabeth Pham<br/> <a href="mailto:Epham@ohdls.org">Epham@ohdls.org</a></li> </ul> <p><b>Operations</b></p> <ul style="list-style-type: none"> <li>• Operations Manager</li> <li>• Computer Approvals</li> <li>• Change in Address, Phone or Learning Coach</li> <li>• Records</li> <li>• Immunizations</li> <li>• Transfers and Withdrawals</li> <li>• Unresolved Technical Support Issues (See "Need Technical Support?")</li> </ul> <p><b>Student Support</b></p> <ul style="list-style-type: none"> <li>• McKinney-Vento/Homeless and Foster Care Liaison</li> <li>• Family Engagement</li> <li>• Increased Student Support/Truancy</li> <li>• Facebook Page and Newsletters</li> <li>• Learning Coach Committee, Learning Coach Teacher Organizations</li> <li>• Learning Coach Training</li> <li>• Navigation and Getting Started School Outings</li> <li>• Title IX/Discrimination</li> </ul> |
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## School Right to Amend Handbook Statement

These policies shall be made available in the Student/Learning Coach High School Handbook and can be amended at any time, with or without notice, as needed and required by the daily activities and directives of the ODLS administration and/or School Board and in accordance with state law. Additional information regarding many of the policies found in this handbook can be found in the Board Policy Manual. Should anything in the Parent Student Handbook conflict with the Board Policy Manual, the Board Policy Manual shall supersede the handbook.

## Photography Release Statement

Both students and / or parent / legal guardian can sign a photography release statement. Click the link below to verify you have read, understand, and will abide by the photography release acknowledgement policy. Both student and parent/ legal guardian need to provide last name and student ID number (found in MyInfo), and choose “yes” to digitally indicate your acceptance, and then click “submit.” Thank you in advance for your compliance with this requirement.

[Photography Release Acknowledgement Form](#)

## Parent/LC/Student Read Acknowledge Statement and / or Signature

Both students and Learning Coaches are expected to read the handbook carefully, then each click the link below to verify you have read, understand, and will abide by the rules of the school including those policies listed in this handbook and the Board Policy Manual. Both student and Learning Coach need to provide last name and student ID number (found in MyInfo), and choose “yes” to digitally indicate your acceptance, and then click “submit.” Thank you in advance for your compliance with this requirement.

[Student Handbook Acknowledgement Form](#)

## Learning Coach Role

The Learning Coach (LC) is the adult in the home who assists the student with completing their daily tasks. The Learning Coach will verify lesson completion to ensure the student is on track, attend teacher conferences, record and log attendance, and support student independence.



## Attendance

There is a direct correlation between attendance and student achievement, ODLS full-time students are required to meet a minimum of 920 hours of attendance per year. Required hours of attendance will be prorated for late enrollees. There should be a strong correlation between attendance logged by the Learning Coach and lessons completed by the student.

See the additional grade level attendance requirements, and Attendance FAQs below.

## Frequently Asked Questions about Attendance

### 1. When can I log attendance?

We request that Learning Coaches log attendance daily starting with ODLS's first official day of school until the last day of school (see school calendar)

### 2. Can my student record attendance?

Recording attendance is the adult Learning Coach's responsibility, unless the student is 18+ and has their own learning coach account, and should be recording attendance in the school system. Students may help to keep a written record to assist the Learning Coach, but students should not have access to the Learning Coach online school account.

### 3. What constitutes earned attendance hours?

Attendance hours are hours spent completing lessons within the Stride K12 online school, studying or practicing previously learned material, preparing for upcoming lessons and assessments, taking assessments, completing homework assignments or projects online or offline, taking part in Class Connects or additional grade level requirements such as state testing. There should be a direct correlation between attendance time and lessons or coursework completed. Attendance hours may also include school Face to Face events. See Appendix B.

### 4. Do teachers monitor attendance?

Both teachers and the Student Support Team will monitor your student's attendance and may perform periodic attendance audits or check-ins to ensure that attendance hours entered in the system are valid and correspond to lesson/assignment completion.

### 5. What are supplemental hours?

Ohio Digital Learning School recognizes that families routinely offer many valuable learning activities to their children, in addition to their Stride K12 course work. Students are required to complete their core courses before supplemental hours are permissible. Supplemental course work may be recorded in any subject appearing on the student's OLS attendance screen. Based on the student's grade level, a child may receive attendance credit for up to 12 hours of supplemental course work per week. Physical education attendance may range from 36 hours to 72 hours, which is prorated based on enrollment. Learning Coaches should keep a log of supplemental and/or offline hours in addition to recording it in the Online School.

### 6. Where do I need to log attendance and how often?

Learning Coaches should record student attendance hours in the online school and should be entered on the day the work was completed. Select the courses for the lesson completed, adjust the Stride K12 estimated lesson time, add any supplemental/offline time, and click "Submit" to enter the attendance.

### **7. Why should I log attendance on a daily basis?**

Ohio law requires attendance for all students between the ages of 6 and 18. ODLS defines student attendance as the time a student has spent logging into classes and completing coursework or working within supplemental resources. This also serves as a formal record of the student's daily academic engagement and accumulated attendance and progress for the school year.

### **8. How much attendance may I log each day?**

You may log the actual number of Stride K12 and supplemental and/or offline work hours, up to ten hours per twenty-four hour period, per state law.

### **9. What should I do if I forgot to log my supplemental hours?**

You may go back and add hours at any time. If you have already entered subject hours for that day, and you click the "Submit" button, your teachers may need to add the hours for you. Contact your teacher and they will guide you in entering supplemental hours.

### **10. How many hours should a student log if s/he enrolled after the first day of school?**

Hours are calculated from the student's individual school start date. Contact your teacher to know the exact hours you need to log.

### **11. Should I record attendance time for orientation?**

You may record orientation time if this occurred after school has officially begun. A limit of 10 hours in the Welcome to Online Learning course may be logged.

### **12. Can more than 920 hours be logged?**

920 hours is the minimum attendance required by the state. Any hours above 920 are counted toward the current school year only. We recommend that students spend more than the state minimum requirement to ensure academic growth.

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### **Proof of Residency**

Policy Statement: All students enrolled in our school must provide proof of residency within the first 30 days of the school year. This requirement is critical to verify eligibility for attendance based on the school district boundaries.

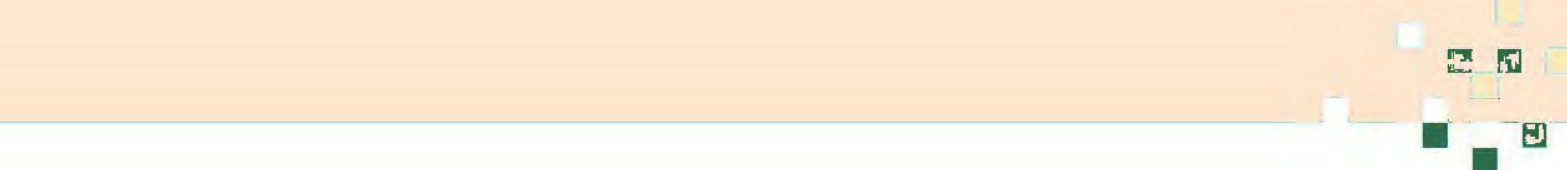
Acceptable Forms of Proof of Residency: Students and their families must submit one of the following documents as proof of residency:

Utility bill (electric, water, gas) dated within the last 60 days

Lease or mortgage agreement

Property tax statement

Homeowner's or renter's insurance policy



Government-issued ID with the current address

Bank statement or paycheck stub with the current address

**Submission Process:** Proof of residency documents must be submitted to the school office either in person or via email by the 30th day of the school year. Families may contact the school office for assistance if they encounter difficulties in providing the required documentation.

**Failure to Comply:** If a student does not submit acceptable proof of residency within the first 30 days of the school year, the following steps will be taken:

**Notification:** The school will issue a written reminder to the student's parent or guardian, outlining the requirement and the impending deadline.

**Final Notice:** If proof of residency is still not provided within 10 days following the initial reminder, a final notice will be sent, stating that the student will be withdrawn from school if the documentation is not received within an additional 10 days.

**Withdrawal:** If the student does not provide the necessary proof of residency within the stipulated timeframe after the final notice, the student will be withdrawn from the school.

**Re-enrollment:** Withdrawn students may re-enroll once the proper proof of residency is provided. However, re-enrollment is subject to space availability and any other applicable enrollment policies.

**Exceptions and Appeals:** In exceptional circumstances where providing proof of residency within the given timeframe is not possible, parents or guardians may submit a written request for an extension or appeal the withdrawal decision to the school administration. Each case will be reviewed individually, and a decision will be made based on the merits of the case.



## Truancy

Ohio law requires school attendance for all students between the ages of 6 and 18. ODLS defines student attendance as the time a student has spent attending classes, completing coursework and assignments, and taking part in additional educational opportunities which provide a new learning experience. Attendance hours must meet the state requirements, or a student will be considered truant. ODLS recommends that parents or Learning Coaches log attendance hours on the ODLS OLS server regularly. Please be advised students who do not attend school for 72 consecutive hours, without a valid excuse, will be withdrawn from the Ohio Digital Learning School.

Ohio Digital Learning School has certain responsibilities under Ohio's Compulsory Educational Laws. The responsibility for compliance with this law belongs to the parents, but the school is obliged to keep an accurate record of attendance. If attendance is logged for a student but there is no evidence of course work or supplemental resources being completed, ODLS considers that the student has not "entered into the building" and will assume that the attendance hours that were recorded are not accurate and the hours will be adjusted accordingly.

A student can prove that they have "entered into the building" by working within the curriculum, attending live Class Connect sessions, viewing recordings, or working within supplemental resources. Courses are designed to be interactive and require regular participation. Attendance at live, synchronous class sessions (Class Connect) may be required to help ensure student success. Learning and the success of other students depend upon participation in sharing ideas in an academic setting. A student's extended periods of absence from an online class will be evident in the following ways:

- Failure to input attendance hours
- Failure to log in to courses regularly
- Failure to complete assignments
- Failure to communicate with teachers and school staff and act on their requests
- Failure to attend classes or actively participate while logged in
- Failure of coursework, lack of progress in the curriculum

For ODLS to demonstrate that a student is attending school, a student's progress must match the attendance recorded. Each lesson requires approximately 60 minutes of attendance. Since ODLS does not see students interacting with the curriculum face to face, we monitor attendance based on progress made in the curriculum, online Class Connect sessions attended, recorded offline work, assessments completed, writing assignments and other supplemental resources. There must be evidence of learning for ODLS to consider the attendance hours valid. If an ODLS teacher cannot see evidence of learning they will require the Learning Coach and student to provide detailed information of what was completed during the recorded attendance hours through email.

The Ohio Department of Education requires that ODLS offers at least 920 hours of learning opportunities to its students. Not only is there a direct correlation between attendance and student achievement, ODLS's operational funding is based on each student's valid documentation of the required 920 hours of attendance. Required hours of attendance will be prorated for late enrollees. Students must complete at least 920 attendance hours by the last day of the school year for the school.

We understand that every student is unique and may learn at a different pace however it is expected that all students complete lessons daily, attend online Class Connect sessions, and complete all diagnostic and benchmark assessments. If the student is going to be out (not logging in) for more than one day, the homeroom teacher must be contacted in



advance. One week prior to the absence is the general expectation (see examples below). If the reason for the absence falls outside of the “reasonable” situations set forth below, the teacher will consult with the principal to determine whether the absence will be excused. It is the student’s responsibility to arrange with each teacher regarding missed assignments. It is the preference of the school that students, whenever possible, “work ahead” prior to an absence rather than falling behind and having to “catch up.”

The following factors are “reasonable” excuses for not logging in to the Online School:

- Personal illness – written physician’s statements may be required to verify extended or repeated illness
- Death in the immediate family
- Observation or celebration of a religious holiday
- Other such good cause as determined by the principal

## High School Students

The principal reserves the right to verify such statements and to investigate the cause of each individual absence or prolonged absence.

- Students whose absences are excused for one of the above reasons will be permitted to make up all school work missed with no loss of credit. However, it is the responsibility of the student to arrange make up assignments/times with his/her teachers.
- Unexcused absences are those which are not based on any of the conditions listed in the previous paragraph. Students who are absent from school on an unexcused basis will not be permitted to make up work missed on the date(s) of the unexcused absence.
- Reporting of Absences – A Learning Coach should immediately notify the teachers and the student’s homeroom teacher of an unplanned absence through email. If a Learning Coach does not communicate the absence immediately, the student may not be allowed to make up missing work. Students may not be able to make up missed quizzes and tests unless the absence has been verified by a Learning Coach by phone or email.

Ohio Digital Learning School courses are available 24 hours per day and 7 days per week. A missed day of school during the week can be made up on the weekend or completed over the course of several days. To avoid truancy and issues with assignment due dates, communicate with teachers regarding any planned vacations or illnesses that may be misinterpreted as truancy. Contact with the teacher concerning absences must be made by the Learning Coach by phone or email, although students are encouraged to contact the teacher to learn the details of missed assignments. Students may not facilitate the absence notification on their Learning Coach’s behalf unless they are 18 years or older.

In any instance where technical difficulties are a problem with your school-supplied computer or other hardware or software, it is required that the Learning Coach contact Stride K12 technical support immediately at 1.866.626.6413 so qualified technicians can assist in resolving your problem. A student or Learning Coach must request the name of the technician and the ticket number and report them to the homeroom teacher within 24 hours. Computer problems are not valid reasons for seeking extended time on assignments or test due dates or as a reason why a student has not been working in his/her assigned courses or attending class connect sessions.

To stay on target with assignment due dates, all students are required to seek alternative ways to access the Internet, such as a library or family member’s computer. The computer is your classroom and it needs to be available every school day.

An ODLS student will be considered truant (absent without cause) if the Learning Coach fails to log/record any attendance hours, provide documentation excusing student for missed hours, or show any learning is taking place during recorded attendance. If a student has attendance recorded but no physical proof of learning can be shown upon teacher or other ODLS staff request, the attendance hours will be removed by ODLS. Attendance hours may only be counted for actual learning time. Continued truancy of 72 consecutive missing hours will result in a withdrawal from ODLS consistent with Ohio law. Prior to withdrawal, a truant student will be referred to the Student Support Team for additional support. The Student Support Team will develop a Back on Track plan which will include developing a specialized absence intervention plan that incorporates academic and non-academic supports to help the student and remove barriers to regular attendance. As part of ODLS's absence intervention process, the school may require student to attend counseling, Learning Coaches to attend Learning Coach involvement educational programs, notification to the Registrar of Motor Vehicles, and possibly filing of Complaint in Juvenile Court.

An ODLS student may also be considered truant for progression if, even in the presence of logged attendance hours, the student is not progressing/participating in his/her courses. Failure to make progress that aligns with logged attendance may result in a finding of progression truancy, and a referral for increased student support will be made to develop a plan as stated above.

According to Ohio law, the following guidelines define truancy:

|                           | <b>Consecutive Hours</b>            | <b>Hours per school month</b>               | <b>Hours per school year</b>                |
|---------------------------|-------------------------------------|---------------------------------------------|---------------------------------------------|
| <b>Habitual Truancy</b>   | 30 <i>without</i> legitimate excuse | 42 <i>without</i> legitimate excuse         | 72 <i>without</i> legitimate excuse         |
| <b>Excessive Absences</b> | --                                  | 38 <i>with or without</i> legitimate excuse | 65 <i>with or without</i> legitimate excuse |

## Learning Coach Notification

Using the guidelines above for Excessive Truancy, ODLS will:

1. The School will notify the student's parents in writing within seven days of the triggering absence;
2. The student will follow the School plan for absence intervention; and
3. The student and family may be referred to community resources.

Using the guidelines above for habitual truancy, ODLS will:

1. Within seven days of the triggering absence, the School will:
  - a. Select members of the absence intervention team; (The team should be based on the needs of each individual student, but the team shall include two representatives from the School, one of whom who knows the student, and the student's parent/guardian/custodian. The team may also include a school psychologist, counselor, or social worker.
  - b. Make three meaningful attempts to secure the student's parent or guardian's participation on the absence intervention team. (If the parent/guardian fails to respond, the School will investigate whether the failure to respond triggers a mandatory reporting to the public children services agency)



for the county and instruct the absence intervention team to develop an intervention plan for the student notwithstanding the absence of the student's parent/guardian.)

2. Within 10 days of the triggering absence, the student will be assigned to the selected absence intervention team;
3. Within 14 days after the assignment of the team, the School will develop the student's absence intervention plan; (The school shall provide written notice of the plan to the student's parent/guardian within seven days of developing the plan.)
4. If the student does not make progress on the plan within 61 days or continues to be excessively absent, the School will file a complaint in the juvenile court.

In accordance with ORC 3321.13 Learning Coaches of students withdrawn from ODLS for truancy reasons can request a meeting with the Head of School to discuss concerns and withdrawal. Principals retain the discretion to deny the reinstatement of students withdrawn from ODLS for non-compliance.

ODLS does not permit sudden and excessive submission of attendance hours. Attendance cannot be recorded if the students did not complete any Stride K12 lessons or other approved educational programs, or attend online Class Connect sessions. Student must be able to show proof of academic progress to verify attendance hours.

- 1 Stride K12 lesson: approximately 1-2 hours of attendance based on assignments
- 1 Class Connect Session: approximately 40 minutes of attendance
- Additional times will be allowed per lesson if the student is struggling academically. Those students receiving increase student support, as well as Special Education students, that are attending small groups, one on one Class Connect sessions, or scheduled sessions with their Intervention Specialists will be granted additional time to work within a lesson

## ODLS Special Education Truancy Policy

While truancy applies to all students, whether a student receives special education services or not, ODLS will take every step to ensure that a student with special needs receives, in addition to the services offered, some or all the following steps:

1. The IEP team will hold a Manifestation Determination meeting to decide whether a student's disability is contributing to the truant behaviors and will decide on appropriate action based on that decision.
2. The IEP team is dedicated to making the necessary changes as outlined per the outcome of the meeting that is fair and appropriate to the student, according to their needs.

## Child Find

The 1997 Amendments to the Individuals with Disabilities Education Act mandate that every school district in the country develop a system to identify children with disabilities, birth through age 21, residing in the district. ODLS will make a concerted effort to identify, locate, and evaluate children below 22 years of age, who enroll in the school and have a confirmed or suspected disability in accordance with all federal regulations and state standards. In addition, it shall be the policy of the school that the child with a disability and his/her Learning Coach shall be provided with safeguards, as required by law, throughout the identification, assessment and placement process, and the provision of a free appropriate public education to the child. Any child that you suspect has a disability should contact the special education department at [ODLSspecialprograms@ohdls.org](mailto:ODLSspecialprograms@ohdls.org). A representative from the school's special programs department will contact you in order to initiate the Child Find



process.

## Special Education

Ohio Digital Learning School offers a full Special Education program for students who have been identified with special needs in accordance with the Individuals with Disabilities Education Improvement Act (IDEIA). General education teachers will work with the Intervention Specialist teachers to identify and serve children with disabilities.

Eligibility is based on definitions outlined in Ohio Revised Code 3301-51-01 and is made by a team of professionals as well as the student's Learning Coach. Students who are identified with a disability must meet the eligibility criteria set forth in the Operating Standards for Ohio Educational Agencies serving Children with Disabilities. Not all students who learn differently and / or have a disability will meet the eligibility criteria for special education services. General education teachers will provide added supports for those students who may not meet eligibility criteria. Except for students who are taught using a significantly modified curriculum, ODLS teaches students using a full inclusion model, which means that all special education students receive their instruction alongside their general education peers. Students serviced in special education are expected to meet regularly with their Intervention Specialist and general education teachers.

Students with related services (such as speech or occupational therapy) can be serviced either virtually or face-to-face. A properly licensed therapist will determine if the student's related service goal can be met virtually. Ohio Digital Learning School contracts with properly licensed therapists throughout the state and works closely with parents to set these services up for students who qualify; however, final staffing decisions remain under the discretion of the school.

## English as a Second Language (ESL)/English Learners (EL) English Learner Program

Ohio Digital Learning School supports students identified as English Learners (EL) by providing language instruction that supports English language acquisition for academic success. If families have questions about EL services for a student or language support for Learning Coaches, please speak with a teacher or administrator.

**Notification of Language Assistance Services:** All Learning Coaches of ODLS students may request free language translation services at any time. Learning Coaches may request information about school programs and activities in a language they can understand. A **free, professional live interpreter** may be requested at any time by asking a teacher/administrator or by contacting the school directly at 419-740-9007.

## 504 Plans

In accordance with federal and state guidelines for identifying students with special needs to provide educational support, the school may request that the parent provide all documentation of the student's disability and/or special needs, including any medical history that identifies a diagnosis. It is critical that the information is submitted so that attendance and/or academic progress is not impacted due to the student's inability to complete the course requirements due to a medical, physical, or mental condition that has a negative impact on learning and progress.

Although the parent is not required to provide medical documentation, this information is beneficial for determining eligibility and appropriate accommodations if necessary. The school is responsible for obtaining needed evaluations



and/or documentation to determine eligibility. The parent is responsible for providing relevant information, specific concerns, and input as they relate to the student's disability. The parent is responsible for providing the school with written consent to obtain necessary documentation and/or evaluations to determine eligibility and develop an appropriate section 504 plan if needed.

The 504 Plans are monitored and maintained by the Student Support Administrator, or designee, and are kept in a secure location available to the students' teachers.

## Diabetes Care Policy

In relation to 504 plans and in accordance with Ohio Revised Code 3313.712 and 3313.713, no later than fourteen days after receipt of an order signed by the treating practitioner of a student with diabetes, the ODLS designee shall inform the student's Learning Coach, or other person having care or charge of the student that the student may be entitled to a 504 plan regarding the student's diabetes. The department of education shall develop a 504-plan information sheet for use by a board of education or governing authority when informing a student's Learning Coach or other person having care or charge of the student that the student may be entitled to a 504 plan regarding the student's diabetes.

## Reporting of Child Abuse or Neglect

Pursuant to Ohio law, every board member and staff member at the school who knows or has reasonable cause to suspect child abuse or neglect must immediately report that knowledge or suspicion. This requirement extends to any individual working at the school whether employed directly by the Board of Directors or employed or contracted by an operator or other service provider. Staff members will immediately report any suspicion or knowledge of child abuse or neglect to the public children's services agency or local law enforcement agency. For additional information on reporting of child abuse or neglect, please see the Child Abuse or Neglect Reporting policy located in the Board Policy Manual.

## Multi-Tiered Systems of Support (MTSS)

The MTSS framework consists of three levels or tiers that are fluid and overlapping. The tiers provide various levels of support to students in terms of duration and intensiveness. The more instructional support needed the higher up on the model the student moves. Teachers using MTSS utilize research-based instructional practices, targeted interventions, and curricular enhancements to support students in accomplishing their individual learning goals and include innovative scheduling and resource allocations. Fluidity between the instructional tiers is critical to students' receiving the supports they need. Every student is given an opportunity to meet or exceed proficiency standards by teachers utilizing data in an effective and collaborative decision-making process, which results in differentiating instructional practices for all learners.

## Homelessness and the McKinney Vento Homeless Assistance Act – Statement of Policy

Title VII-B; Education for Homeless Children and Youth Program



### Definition:

The Ohio Digital Learning School defines any homeless children and youth according to the Federal McKinney-Vento Homeless Definition, as individuals who lack a fixed, regular and adequate nighttime residence. The term includes:

- Children and youth who are:
  - Sharing housing of other persons due to loss of housing, economic hardship, or a similar reason;
  - Living in emergency or transitional shelters;
  - Abandoned in hospitals; or
- Children and youth who have a primary residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
- Children and youth who are living in cars, parks, public space, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- Migratory children who qualify as homeless because they are living in circumstances described above.

### Responsibilities of Ohio Digital Learning School:

Regarding homeless children and youth designated under paragraph (1)(J)(ii) in the Federal McKinney-Vento Act, Ohio Digital Learning School shall ensure that:

- Homeless children and youth are identified by school personnel and through coordination activities with other entities and agencies;
- Appoint a homeless student School liaison responsible for the coordination of services for such children;
- Homeless students enrolled in Ohio Digital Learning School will have full and equal opportunity to succeed in curriculum;
- Homeless children and youth and their families will receive educational services for which such families, children, and youths are eligible, Special Education and related services, and referrals to health care, mental health, dental and other appropriate services;
- Learning Coaches of homeless children and youth are informed of educational and related opportunities available to their children, and are provided with meaningful opportunities to participate in the education of their children;
- Learning Coaches and unaccompanied youth are fully informed of all transportation services;
- Enrollment disputes will be mediated in accordance with the requirements of the McKinney-Vento Act;
- Public notice of educational right of homeless students will be disseminated appropriately at the Ohio Digital Learning School enrollment office and provided to Learning Coaches upon enrollment

In meeting with these responsibilities, Ohio Digital Learning School will coordinate with homeless families in the following activities:

- The immediate enrollment in school and accessing school services;
- Services of a school representative for assistance in obtaining immunizations, medical records, residency, guardianship, and other documents if needed;
- Providing special attention to the ensuring of enrollment and attendance of special programs of homeless students and unaccompanied youth not currently attending school;
- Informing parents, school personnel, and other regarding the rights of homeless children and youth through staff and Learning Coach development and by the dissemination of materials;
- Provide homeless children and youth with access to technology and proper materials to be successful in the adapted Stride K12 curriculum;
- Working with school personnel to ensure that homeless children and youth are immediately enrolled in school pending resolution of disputes that might arise over school enrollment or placement;
- Helping to coordinate access to academic services for homeless children and youth;

- Collaborating with State Coordinators for the Education of Homeless Children and Youth;
- Implementing educational services for which the child or youth meets the eligibility criteria, such as services provided under Title I of the Elementary and Secondary Act of 1965, or similar State or local programs, educational programs for children with disabilities, and educational programs for students with limited English proficiency;
- Determining the best interest of the child or youth by assisting in the enrollment or placement of their school of origin, by considering the views of such unaccompanied youth and providing them with notice on the right to appeal
- Provide professional development and awareness to Ohio Digital Learning School personnel and service providers on the effects of short-term stays in shelter and other challenges associated with homelessness.

## Surrogate Parents for Children with Disabilities

A surrogate parent will be appointed if no parent can be identified, the parent cannot be located, the child is a ward of the state or the child is an unaccompanied homeless youth as defined by the McKinney-Vento Homeless Assistance Act. The appointment may either be made by a court or the Head of School in accordance with the Individuals with Disabilities Education Improvement Act (IDEA) and the Operating Standards for Ohio's Educational Agencies Service Children with Disabilities. An individual who serves as a surrogate parent for a child with a disability is appointed to act in place of a parent to make educational decisions for the child, such as all matters relating to the child's identification, evaluation and educational placement and in the provision of a free appropriate public education.

The Head of School may appoint an individual, as a surrogate parent, if all four conditions below apply. The appointed surrogate must:

- Not be an employee of the Ohio Department of Education (ODE), ODLS or any other agency that is involved in the education or care of the child;
- Have no personal or professional interest that conflicts with the interest of the child being represented;
- Have knowledge and skills that ensure adequate representation of the child; and
- Have successfully completed training prescribed by ODE prior to acting on behalf of the child.

The Head of School may consult with ODLS's sponsor, Ohio Council of Community School, for assistance in determining whether a child needs a surrogate parent as well as an appropriate surrogate parent for a child.

## McKinney-Vento Enrollment

The McKinney-Vento Homeless Assistance Act includes definitive language concerning the enrollment of homeless children and youth including:

- **ODLS shall, according to the youth's best interest:**
  - o Continue the child's education in the school of origin for the duration of Homelessness;
  - o In any case in which a family becomes homeless between academic years or during an academic year; or
  - o For the remainder of the academic year, if the child or youth becomes permanently housed during an academic year; or
  - o Enroll the child or youth in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

- **In determining the best interest of the child or youth, Ohio Digital Learning School shall:**
  - To the extent feasible, keep the homeless child or youth in the school of origin, except when doing so is contrary to the wishes of the child's or youth's Learning Coach or guardian.
  - Provide a written explanation to the Learning Coach or guardian, including a statement regarding the right to appeal if ODLS sends the child or youth to a school other than the school of origin or a school requested by the Learning Coach or guardian.
  - Refer unaccompanied youth to the homeless liaison designated by ODLS to aid in placement and/or enrollment decisions. The views of the unaccompanied youth will be considered, and the youth will be notified of the right to appeal.

### **Enrollment Dispute Resolution:**

General Guidelines –

- Disputes should be resolved at the School level.
- The dispute resolution process should be as informal and accessible as possible allowing for impartial and complete review.
- Learning Coaches and unaccompanied youth should be able to initiate the resolution process directly at the school they choose, as well as at the ODLS homeless liaison's office.
- Learning Coaches and unaccompanied youth should be informed that they can provide written or oral documentation to support their views.
- Students are to be provided with all services for which they are eligible while the disputes are being resolved.
- Written documentation should be complete, as brief as possible, simply stated and provided in a language the parent, guardian, or unaccompanied youth can understand.

### **Resolution Process:**

Should a dispute arise over school selection or enrollment in a school the following procedure is to be followed:

- ODLS shall provide the Learning Coach with a written explanation of the school's decision regarding school selection or enrollment.
- ODLS shall inform the Learning Coach in writing of their right to appeal the decision.
- Should the dispute continue ODLS shall refer the Learning Coach to the local ODLS liaison who shall review the complaint and issue an opinion in writing to the Learning Coach
- Should the dispute continue the ODLS liaison shall assist the parties involved in presenting the situation to the Ohio Department of Education homeless education coordinator.
- The state homeless education coordinator shall recommend a decision for distribution to the Learning Coach, local superintendent and ODLS liaison
- Should the dispute continue the final appeal is made to the State Superintendent of Public Instruction for review and disposition

McKinney Vento Resources/References:

<http://education.ohio.gov/Topics/Other-Resources/School-Safety/McKinney-Vento-Homeless-Children-and-Youth-Program>

Brochure for posting: "A Parent's Guide to the Rights of Children & Youth Experiencing Homelessness" McKinney-



Vento Homeless Assistance Act, 42 U.S.C.S 11432(g)(3)(E) U.S. Department of Education McKinney-Vento Homeless Assistance Act Non-regulatory Guidance (July 2004)(pages 17-18)**McKinney-Vento, Foster Care, Migrant, and Military Families Liaison Contact information**

The following person has been designated the liaison for McKinney-Vento, foster care, migrant, and military families: Stacey

Flores, Student Resource Coordinator [sflores@ohdls.org](mailto:sflores@ohdls.org)

## Immunizations

Each student entering an Ohio school for the first time is required to present a certificate of immunization from a licensed physician, an authorized representative of the Ohio Department of Health, or local health department stating that the student has received immunizations against communicable diseases as specified by the State of Ohio. Student immunization information may be accessed through the Ohio Department of Education and School protocols. For additional information, please visit the [Ohio Department of Education Website](#). No student shall be permitted to remain in school for more than fourteen days unless the pupil presents satisfactory evidence of proper immunizations.

## Individual Career Plan

ODLS will develop an Individual Career Plan for each student including a Graduation Plan that specifies the student's matriculation to a two-year degree program, acquiring a business and industry credential, or entering an apprenticeship. The Career Plan will be developed soon after enrollment then reviewed and updated as needed once per semester. The School Counseling team will provide career counseling and graduation planning and support for the student related to the Individual Career Plan as required by OAC 3301-102-10. They will closely monitor credit deficiencies and acquisitions throughout the student's enrollment to ensure that the goals of the Individual Career Plan are met.

## Onboarding

Enrollment in an eSchool is an important decision and Ohio Digital Learning School values the decision. Transitioning to online learning or to a new eSchool requires an orientation period to ensure success.

Each student at ODLS completes an orientation period known as Strong Start. Our Strong Start includes an orientation course on the learning platform, several live online information sessions for students and families, and activities to reflect mastery of learning tools. The assigned onboarding specialist works closely with the family to ensure successful completion of the Strong Start period.

While orientation requirements are strongly encouraged, as an internet-or computer-based community school in Ohio, ODLS students must participate in a learning activity in order to be considered enrolled for attendance-taking purposes. (Please see Attendance section for details of attendance.)

Students will have 2 opportunities to attend a live orientation session with the onboarding team prior to their start date at ODLS. This is a mandatory session, and students who do not attend will have their start date moved until the next start date available. After the 3<sup>rd</sup> missed start date, the student will have their enrollment at ODLS cancelled. For

additional information on admission, please see the Admission, Enrollment, and Residency policy located in the Board Policy Manual.

## Promotion and Retention

Students move from one grade level to another at the end of each school year based on the year they enter high school. This does not guarantee that a student will graduate in four years. Students must earn the correct number of credits in the state-required areas to graduate. See “ODLS Graduation Requirements” on the following pages.

Students will be considered on track for graduation based on the following credit guidelines:

- **Sophomores/10<sup>th</sup> grade students**—begin the year with 5 credits and end the year with 10 Credits
- **Juniors/11<sup>th</sup> grade students**—begin the year with 10 credits and end the year with 15 credits
- **Seniors/12<sup>th</sup> grade students**—begin the year with 15 credits and end the year/graduate with at least 20 credits.

A student is prohibited from being promoted to the next grade level if the student has been absent without excuse for more than 10% of the required attendance days for the current school year and has failed two or more required curriculum subject areas in the current grade. A student may only be promoted under these circumstances if the Principal and student's teachers of any failed subject areas agree that the student is academically prepared to be promoted.

## The Ohio Core

Only 24% of Ohio's students currently complete a rigorous high school curriculum. The Ohio Core will require students, beginning with the high school graduating class of 2014, to complete a rigorous curriculum as a requirement for high school graduation and as the prerequisite for admission to Ohio's four-year state-assisted institutions of higher education.

Admission to state colleges and universities is dependent upon completing these graduation requirements. Pursuant to ORC 3313.603, one consequence of not completing the required graduation curriculum is ineligibility to enroll in most state universities in Ohio without further coursework.

## ODLS Graduation Requirements

### General Ohio Graduation criteria for Classes Beginning 2014

|                       |         |
|-----------------------|---------|
| English/Language Arts | 4 units |
| Mathematics           | 4 units |
| Science               | 3 units |
| Social Studies        | 3 units |
| Physical Education    | .5 unit |
| Health                | .5 unit |
| Electives             | 5 units |

|                            |          |
|----------------------------|----------|
| Total Minimum Requirements | 20 units |
|----------------------------|----------|

Other Requirements: Economics and Financial Literacy; Fine Arts Elective units must include 1 unit or 2 half-units in Business, Technology, Fine Arts, or Foreign Language

- 1 Mathematics unit must include 1 unit of Algebra II or the equivalent of Algebra II
- The Ohio Core allows school districts to adopt a policy that would exempt students who participate in interscholastic athletics, band or cheerleading for two full seasons from the physical education requirement. Student must take another course of at least 60 hours in its place
- Science units must include 1 unit of physical sciences, 1 unit of life sciences and 1 unit of advanced study in one or more of the following sciences: chemistry, physics, or other physical science; advanced biology or other life sciences; astronomy, physical geology or other earth or space science
- Social Students units must include half a unit of American government and ½ unit of American History.  
\*\*Beginning with the graduating class of 2021, students must also complete half a unit of Modern World Studies
- Elective units must include one or any combination of foreign language, fine arts, business, career-technical education, family and consumer sciences, technology, agricultural education or English, Language Arts, Mathematics, Science or Social Students courses not otherwise required.
- All students must receive instruction in economics and financial literacy during grades 9-12 and must complete at least two semesters of fine arts taken any time in grades 7-12. Students following a career-technology pathway are exempted from the fine arts requirement.

In addition to the minimum credit requirements, students must meet additional criteria which can be found on the Ohio Department of Education's website at <http://education.ohio.gov/Topics/Ohio-s-Graduation-Requirements>.

## Physical Education

Students are required to complete one-half unit of Physical Education for graduation. Both elective and traditional Physical Education courses require a minimum of 120 hours of course instruction to earn one-half unit of credit.

### Credit Recovery

The goal of Credit Recovery is to give high school students the opportunity to graduate in a timely manner. This program has policies and procedures that allow students who have failed core courses (courses required for graduation) an opportunity to take a previously failed course at an accelerated pace. ODLS students may participate in Credit Recovery by adhering to the guidelines outlined below. Any student failing one or more courses in grades 9-12 will be placed in the Credit Recovery program. Credit Recovery coursework and assessments are modified and constructed to be completed in an 8-9 week time frame.

Credit Recovery is not intended to aid in early graduation. The courses are designed to help students who have fallen behind to get back on track with their graduating class. Placement and use of Credit Recovery courses are at the discretion of the Principal and the student's counselor. Failure to comply with credit recovery policies may result in removal from the program and impact the student's ability to graduate.

Students are permitted to retake failed courses. Failed courses will be recorded as an "F" on the student's transcript and a zero will be computed at the quality point in determining the GPA. Courses required for graduation must be retaken until they are passed. Credit Recovery courses do not replace previously failed courses on the transcript but



will appear as an additional course.

Students completing a credit recovery course in the first six weeks of the 9 week term will be awarded a different credit recovery course or will be placed into a semester-long course at the appropriate level as long as the student is passing all current, scheduled courses.

Students may also recover credits through Credit by Examination (testing out). In order to test out of a course for credit, a student must have failed the course previously, be behind in credits and making progress in all of their current courses, or aging out within the current school year. A test out is a live, virtual exam that may include multiple choice, matching, true/false, labeling, essays, or other appropriate assessment of course standards and material. Students should contact their counselor or Principal if they believe a test out option is right for them.

## Course Audit

Students in high school can audit courses which they have already passed. Administrative approval is mandatory. Students are required to attend any Class Connect session that is labeled “required” and complete participation in all teacher assigned course work is required to maintain audit status.

- No grade will be given for the course audit
- No credit will be given for the course audit
- The course will not appear on official transcripts

Failure to comply with the classroom procedures and requirements will result in removal from the course. Students may only participate in a course audit if they are in good standing academically. ODLS administration will have the final approval on all course audits.

## Early Graduation Requests

Students who wish to graduate before the end of their 4<sup>th</sup> year of high school can request an application for early graduation from their counselor. Decisions will be made by the counselor and the Principal after considering the application, state requirements, and each individual circumstance.

## College Credit Plus

College Credit Plus (CCP) permits students enrolled in a secondary school to earn college and high school credit through the successful completion of college courses. Each year, prior to February 1<sup>st</sup>, the school will provide information regarding to College Credit Plus to all students currently enrolled in grades 9-11 and to their parents. To be eligible for CCP, a student or his or her parent must complete and submit the Intent to Participate Form to the school administration which signifies the student’s intent to participate in the CCP program for the following school year. For further eligibility requirements and more information on College Credit Plus, please see the College Credit Plus policy located in the Board Policy Manual.

## Withdrawal Process

Learning Coaches who decide to withdraw their students from ODLS will be contacted by their student’s teacher or



homeroom teacher to ascertain the reason for withdrawal. The Learning Coach must confirm the public, private or homeschool option the student will be attending following withdrawal from ODLS. All attendance hours and progress should be recorded in the Online School through the last day of enrollment. Learning Coaches must complete an online Learning Coach Withdrawal form for the school to process the withdrawal.

The withdrawal and reason for it will be immediately transmitted to the ODLS Records department. The ODLS records department will proceed in accordance with Ohio law. After a records request is received from the school the student is enrolling in, the ODLS records department will process the withdraw, alert the residential district and send records to the stated school of intent. Stride K12 will send pre-paid shipping labels to return shipments, and the supplied computer hardware and materials must be returned in a timely manner. Students under 18 who are withdrawing for the purpose of obtaining a GED must first meet with members for the academic team to obtain approval.

Consistent attendance at one school is preferable and more likely to lead to student success. Research shows that multiple transitions between schools contribute to increased academic risk, failure, and a higher incidence of school dropouts. If you are considering withdrawing your student from ODLS, make every effort to reach out to your student's teacher(s), school counselor or principal for academic assistance.

When a high school student withdraws from school for a reason other than a change of residence out of state or enrollment in another approved school or program, the Head of School, or designee is obligated to report this fact to the Registrar of Motor Vehicles and the Juvenile Court consistent with ORC 3321.13. Under the law, the Registrar may act to suspend the student's driver's license or permit or deny issuance of a license or permit if it has not been issued yet. Such suspension will be in effect until the student turns 18 or until the Head of School or designee informs the Registrar that the student is now attending school.

Truancy charges may be filed with the local courts and educational neglect charges may be filed with Children and Family Services if the student does not report to his/her next school without delay.

## Grading Policy & Procedure

Students' grades will be determined based on how students perform on teacher-graded activities within each course.

Teacher-graded activities will include any or all the following:

- ✓ Daily Assignments
  - ✓ Live Class Connect sessions
  - ✓ Labs, Journal Entries, Projects
  - ✓ Threaded Class Discussions
  - ✓ Quizzes
  - ✓ Tests
  - ✓ Exams
- 
- Grade Point Average and Credits will be calculated at the end of each semester. Courses are one semester long and worth .5 credits.
  - Credit Recovery courses are designed to be completed in 8-9 weeks. Failure to complete courses in this time frame may result in removal from the Credit Recovery program or the inability to recover credits.
    - Students are expected to submit assignments on the day indicated in the class plan. Failure to complete an assignment on the due date could result in an overdue notice.

- Assignment deadlines are meant to keep students on track to finish the course on time and to ensure they are learning to their highest potential.
- Zeroes are seen as a temporary grade until you make arrangements with your teachers to master the content and regain credit. The removal of zeroes is at the discretion of the teacher.
- Teacher Late Policies are provided within each teacher's course.
- Teachers will make every attempt to return graded assignments in 3 work days. Longer assignments may take up to one week to provide thorough feedback.
- Extra credit is to be no more than 5% of the semester grade.

The Honor Roll is based on Semester Averages:

- o 3.5-3.74 Honors
- o 3.75-4.0 High Honors

Honor Roll lists will be posted after the 1<sup>st</sup> and 2nd semesters on the ODLS website.

If you have any concerns about your grade, please contact your teacher directly. Medical Incompletes are to be approved by the principal at least 2 weeks prior to the end of the semester.

## Grading Scale and GPA Points

| A       | A-     | B+     | B      | B-     | C+     | C      | C-     | D+     | D      | D-     | F     |
|---------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------|
| 100-93% | 92-90% | 89-87% | 86-83% | 82-80% | 79-77% | 76-73% | 72-70% | 69-67% | 66-63% | 62-60% | 59-0% |
| 4.0     | 3.7    | 3.3    | 3.0    | 2.7    | 2.3    | 2.0    | 1.7    | 1.3    | 1.0    | 0.7    | 0     |

## Course Selection and Scheduling

Students will be asked for input concerning course selection each year. The courses scheduled for the students will be determined by the following criteria: availability of the course; previous courses completed; courses needed to meet Ohio graduation requirements and ODLS requirements. School Counselors will advise students on the best path to reach graduation.

## Course Changes

Once a course is assigned and classes have begun, course change requests must be communicated to and supported by the student's school counselor during the first week of the student's enrollment in the course. Course additions will be made based on availability of the course and on review of credits by the student's school counselor. Students may not simply cease working in a course and assume that he/she is no longer enrolled or accountable for progress and attendance in that course. Incomplete course work will receive an F on the report card, resulting in a drop in the student's overall quarterly cumulative GPA. Consideration may be given to modifying the course level assignment at the end of a semester if it is recommended by the current teacher and approved by the receiving teacher and/or school counselor (example: Comprehensive to Honors).



## Course Credit

High school graduation is based on the accumulation of high school credits. For students to move up from one course level to the next in courses where there are pre-requisite skills, full course credit must be earned in the prior level course. Grade-level promotions take place once a year except by permission from the Principal (see section entitled *Grade Promotion/Class Placement*). Actual percentages earned rather than letter grades are used to calculate final grades. Grades for each semester are recorded as letter grades.

## Report Cards

At the end of each quarter, students will be notified of their progress and Learning Coaches are encouraged to fully review the online class gradebooks. At the semester, grade reports will include semester grades and semester grade point averages. First semester reports will be sent via US mail. Year-end grade reports, sent via US mail, will include final course grades and cumulative grade point average. Note: Students and learning coaches can access student grades at any time in each course.

## Transferring Course Credit/Mid-Year Course Placements

Students who enter ODLS after the official start of the school year, and who provide a current grade card or transcript showing courses in progress and current achievement in the course(s), will be placed into the corresponding course(s) at the appropriate starting points in the curriculum.

ODLS teachers may request assessments to determine the most appropriate placement within the ODLS course. The ODLS teacher will adjust the placement to take into consideration past performance and prior learning which has been verified on the student's transcript or grade card from their most recent school and ODLS course assessments.

A final determination on course placement, placement within individual courses, and quarter and semester grades rests with the individual subject teachers, school counselor, and principal.

If a student was not taking a corresponding course in their previous educational setting, it may be difficult to successfully complete the course prior to the quarter's end due to the rigorous nature of the ODLS curriculum. In this case, the student will receive no academic credit or grade for the course. Students entering from home-schooling must provide evidence of the curriculum plan submitted to their local school district. These students may be asked to participate in course assessments or other assessment testing in order to better determine the course placement within the Stride K12 curriculum.

## Transfer Students

Students who enter ODLS with grades and credits earned are subject to those grades/credits conforming to ODLS's grading scales and GPS weighting. Students who transfer from out of state or from private schools (in state or out) may have the potential of reducing state testing.

## Determining Class Rank

Class rank is a numerical rank assigned to students according to their cumulative grade point average relative to their classmates. All academic subjects are used in computing class rank; however, the following prioritization of academic courses will be used in cases where more than one student is positioned at the identical class rank position:

- Stride K12 courses take precedence over all courses
- AP (Stride K12) courses take precedence over CCP courses
- Enrollment approved date
- Enrollment application date

## Valedictorian and Salutatorian Determination

The selection process for determining Valedictorian and Salutatorian recognition (overall class rank of number one and number two respectively), is determined at the end of seven academic semesters. To be eligible for valedictory or salutatory honors, a student must have attended ODLS High School for both semesters of the senior year. Students who finish high school at the end of the first semester of their senior year are not eligible for valedictorian or salutatorian honors.

## Grade Appeal Policy

Questions regarding all grades should be directed to the Teacher of Record for the course initially to resolve questions. If unresolved, questions should be directed to the Principal for further investigation and final grade awarded. The final grade, if changed, will be adjusted on the student transcript by the School Counselor. The Principal will adjust and reissue the report card/transcript if adjustments are made.

## Academic Integrity

All work submitted by a student is assumed to have been completed by the student. Students are responsible for observing the standards on plagiarism and properly crediting all sources relied on in the composition of their work. Failure to abide by these standards will be reported to the appropriate administrative authorities and may result in loss of credit and revoked access to course(s), including a meeting with the academic teacher and principal, suspension and possible expulsion for repeated occurrences.

Students failing to abide by these standards could receive a zero for the assignment, the unit, or could fail the course entirely. Failing the course will impact the student's cumulative GPA. The course may not be available for grade replacement. These decisions will be made by the principal.

1st offense: The student will receive a grade of 0 along with feedback from the teacher and an opportunity to re-do the assignment.

2nd offense: The student, the teacher, and the principal will have a meeting about academic integrity.

3rd offense: The student will receive a zero on the assignment and may not be allowed to re-do the assignment. This may also result in failing the course.

## Definition/Examples of Plagiarism and Cheating

Plagiarism is the act of submitting someone else's work as your own original, creative production. If you use another person's writing or original work, you must cite their words using an appropriate manuscript style in the Works Cited page, Endnotes, or in a Bibliography. The exact wording should be in quotation marks or paraphrased in the paper and referenced as such in the paragraph in which it appears. You may not copy and paste directly from the internet without giving appropriate credit to the author, this includes not only copying and pasting text but also submitting work that has been generated by an AI language model or other automated tools without appropriate citation.

To avoid plagiarism, users must ensure that any work they submit is original and properly cited. This includes work generated by AI language models or other automated tools..

We encourage our students to familiarize themselves with best practices for avoiding plagiarism and to seek help from their teachers if they have any questions or concerns about plagiarism or citation.

Plagiarism is a serious academic violation. Plagiarism will result in no credit and will also be considered as a disciplinary issue and may result in removal from ODLS.

- Passing off someone else's work as your own
- Taking credit for something that is not your work, including AI generated material
- Not citing sources when using direct language from someone else's work – includes website information
- Paraphrasing (not quoting) information without citing a source
- Exchanging class information with other students, such as copying tests or homework
- Putting your name on group work that you did not participate in
- Cutting and pasting information (example—MyAccess)
- Writing on hands, cheat sheets, use of study guides during exams, etc.

### Source Citation

Many courses require written work in which you will need to cite sources. Any direct quotations from your textbook can simply be cited as (Author, Page Number). Any quotations from outside sources require full citations, including: author, title, publisher, date of publication and page number. If you are citing information found on a website, provide the complete web page or site title, URL, author if known, page number if applicable, and publication date of the site, if available.

To cite AI generated material, you should provide as much information about the AI system used to generate the work as possible. This could include the name of the AI system, the version number, and any relevant technical details. Second, you should indicate that the work was generated by an AI system. You can do this by including a statement such as, "generated by an artificial intelligence system" or "created using machine learning algorithms" in the citation.

## State Assessment and Testing Requirements

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

The Ohio Department of Education has established a plan to assess the academic proficiency of the public-school students in the state. ODLS students are required to participate in the state diagnostic, Ohio State Assessments according to the parameters and schedule that have been established by the state. State assessments and tests are administered at regional testing sites. Learning Coaches must arrange for transportation to ensure their child's presence at all required state tests and are expected to help the school comply with ODLS's responsibility to fulfill the state testing requirements. Failure to test places ODLS at risk and will jeopardize the student's continued enrollment in ODLS. Per the Ohio Revised Code 3314.26(A), any student who, for two consecutive school years of enrollment in the school, has failed to participate in the spring administration of any assessment prescribed under section 3301.0710 or 3301.0712 of the Revised Code for the student's grade level and was not excused from the assessment pursuant to division (C)(1) or (3) of section 3314.08 of the Revised Code, shall be withdrawn from ODLS and reported to the Ohio Department of Education as required.

State assessments are used to evaluate the school and are reported on the State Report Card. In addition, individual assessments are used to support a student's academic needs. More information regarding the state assessments, including an up-to-date test schedule, can be accessed by visiting the Ohio Department of Education web site at: [www.ode.state.oh.us](http://www.ode.state.oh.us) > Testing.

## Star Testing

All students at Ohio Digital Learning School are required to take the Star assessments in reading and mathematics in person. Students will test at the beginning of the year or upon enrollment and again after 13 weeks of instruction. These results are used to evaluate the school and are reported on the State Report Card. These results are also used by administrators, teachers, and students to measure academic growth throughout the year.

## School Counselor Services

All students will be assigned a dedicated school counselor. School counselors assist students as they learn to make decisions throughout their high school years. It is the high school counselor's role to provide guidance to students as they make choices, especially regarding:

- Academic/Career Concerns
  - Choosing courses suited to a student's needs, abilities, achievement levels and future goals in relation to their overall four-year plan and plans after high school
- Personal Concerns
  - Exploring feelings about themselves, their values and their relationships with their family, friends, and school

*In addition, the following services are provided throughout the school year:*

- Individual Counseling
  - When a student feels the need to talk to someone about a personal crisis and doesn't feel as if he/she can speak with a Learning Coach or other adult family member, the student may contact a school counselor
- Learning Coach Conferences
  - Counselors can help Learning Coaches explore various educational and personal opportunities for their students
- Information
  - Counselors provide information about career development, career technical information, preparing for college, Armed Services, financial aid, College Credit Plus, and scholarships for post-high school education. ACT and SAT registration information is also available
- Group Sessions
  - During the school year, the school counselors and/or homeroom teacher may meet with students in groups to interpret test results, help with scheduling, career information, college applications and preparing for life after high school.

## Student Conduct/Behavior Policy

**This code applies to student conduct on school property, on live web conferencing and at any school sponsored event, regardless of whether on or off school premises, or at a school-related activity, regardless of location. The types of conduct prohibited by this code are as follows:**

### Discipline Code

As an ODLS student, you are subject to the rules and restrictions implemented by ODLS and the Student Code of Conduct and Acceptable Use Guidelines and the Board Policy Manual.

Prior to the start date for each school year in which you are registered, you must read the Student Code of Conduct and Acceptable Use Guidelines and agree to abide by its terms.

This Student Code of Conduct describes the policies and guidelines for proper student behavior and exists to ensure that all ODLS students are aware of and understand their responsibilities when accessing and using ODLS resources.

ODLS reserves the right to update or alter this agreement at any time. Such revisions may substantially alter access to ODLS instructional computing resources. ODLS instructional computing resources include any computer, software, or transmission system that is owned, operated, or leased by ODLS.

As a student enrolled in ODLS, you should be aware of the following guidelines and expectations. Any activity that is not listed here, which violates local, state, or federal laws, or school or teacher policies and procedures is considered a violation of the Student Code of Conduct and Acceptable Use Guidelines.

Failure to follow these guidelines could result in:

- Removal of your access to ODLS instructional computing resources, which could result in your inability to complete learning activities
- Your removal from the course
- Suspension
- Expulsion
- Involvement with law enforcement agencies and possible legal action

### Student Conduct

Respect for law and for those persons in authority shall be expected of all students. This includes conformity to school rules as well as general provisions of law affecting students. Respect for the rights of others, consideration of the privileges and cooperative citizenship shall also be expected of all members of the school community.

Respect for real and personal property; pride in one's work; achievement within the range of one's ability; and exemplary personal standard of courtesy, decency, and honesty shall be maintained in ODLS.

Students may be subject to discipline for violation of the Code of Conduct/Student Discipline Code even if that conduct occurs on property not owned or controlled by the school but that is connected to activities or incidents that have occurred on property owned or controlled by the school, or contact that, regardless of where it occurs, is directed at a student, school administrator or employee, or the property of such students, school administrator or employee.

### Accountability

- Logging in to a live class session with a name other than your own is not permitted
- Use only your own username and password, and do not share these with anyone
- Posting anonymous messages is not permitted unless authorized by the course's online teacher
- Impersonating another person is strictly prohibited
- Do not interfere with other users' ability to access ODLS or disclose anyone's password to others or allow them to use another user's account. You are responsible for any activity that is associated with your username and password
- Do change your password(s) frequently, at least once per semester or course is encouraged
- Do not publicly post your personal contact information (address and phone number) or anyone else's
- Do not publicly post any messages that were sent to you privately
- Do not download, transmit or post material that is intended for personal gain or profit, non-ODLS commercial activities, non-ODLS product advertising, or political lobbying on an ODLS owned instructional computing resource
- Do not visit any inappropriate websites or any websites unrelated to school tasks
- Do not use ODLS instructional computing resources to sell or purchase any illegal items or substances
- Do not upload or post any software on ODLS instructional computing resources that are not specifically required and approved for your assignments
- Do not post any mp3 files, compressed video, or other non-instructional files to any ODLS server

### **Inappropriate behavior includes**

- Insults or attacks or any kind against another person, including students, staff or administrators
- Use of obscene, degrading or profane language
- Harassment (continually posting unwelcoming messages to another person) or use of threats
- Posting material that is obscene or defamatory or which is intended to annoy, harass or intimidate another person. This includes distributing spam mail, chain e-mails, viruses or other intentionally destructive content or cyberbullying
- Using school equipment for purposes other than what it is intended
- Please note that this behavior can be addressed whether occurring during typical school hours or after due to the nature of our school day
- Violating any teacher/classroom or school policy.

School provided computers will come equipped with filtering software to protect students and families from inappropriate content being accessed on them. This software is standard on all newly issued machines and is being remotely installed on equipment already at use in student homes.

## **Use of Tobacco**

The school is committed to providing students, staff and visitors with an indoor tobacco-free environment. The negative health effects of tobacco use both the users and non-users, particularly in connection with second hand smoke, are well established. Further, providing an indoor tobacco-free environment is consistent with the role-modeling responsibilities of teachers and staff to our students.

For purposes of this policy, "use of tobacco" shall mean all uses of tobacco, including cigarettes, cigars, pipe tobacco, chewing tobacco, snuff, or any other matter or substances that contain tobacco, in addition to papers used to roll cigarettes.



In order to protect students and staff who choose not to use tobacco from an environment noxious to them, ODLS prohibits the possession, consumption, purchase or attempt to purchase and/or use of tobacco products by students on school premises, in vehicles used for school purposes, within any indoor facility owned or leased or contracted for the school and used to provide education or library services to children, and at all school-sponsored events. Smoking clove cigarette or other substances is also prohibited under the same rules.

## Drug Free Schools

In accordance with Federal Law, the Ohio Digital Learning School prohibits the use, possessions, concealment, or distribution of drugs by students on school grounds, in school or school-approved vehicles, or at any school-related activity. Drugs include any alcoholic beverage, anabolic steroid, or dangerous controlled substance as defined by State statute or substance that could be considered a “look-alike” controlled substance. Compliance with this policy is mandatory for all students. Any student who violates this policy will be subject to disciplinary action, in accordance with due process and as specified in the student handbook, up to and including expulsion from school. When required by State law, ODLS will also notify law enforcement officials. ODLS is concerned about any student who is a victim of alcohol or drug abuse and will facilitate the process by which they receive help through programs and services available in their local community. Students and their Learning Coaches should contact the Principal or counseling office whenever such help is needed.

## Anti-Gang Policy

The School prohibits students from engaging in gang activities while at School, on School property, to or from School, or at School-related functions and events. The term “gang” is defined as any non-school sponsored group of students with secret and/or exclusive membership, whose purposes or practices include unlawful or anti-social behavior as well as actions that threaten the welfare of others

The term “gang activity” is defined as any conduct engaged in by a student:

- On behalf of a gang;
- To perpetrate the existence of a gang;
- To effect or promote the common purpose and design of any gang, including the wearing of apparel, jewelry, or symbols;
- To recruit for membership in a gang;
- To threaten or intimidate by use of gang affiliation; or
- To represent a gang affiliation, loyalty or membership in any way while on school grounds or while attending a school function.

Any student who violates this Policy will be subject to disciplinary action, up to and including expulsion from School and may further be subject to criminal prosecution.

## Harassment Reporting

If you are being harassed within the school environment (email, Class Connect, school outings, state testing, etc.), it is important to report it immediately to your teacher. Harassment comes in many forms including:

- Spam (unsolicited emails not pertaining to a course)
- Threatening communications
- Offensive communications or any other kind of communication that makes you feel uncomfortable

### **Confidentiality**

The Ohio Digital Learning School will make reasonable efforts to maintain the confidentiality of the parties involved in a harassment investigation. Confidentiality, however, cannot be guaranteed.

ODLS administrators reserve the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the ODLS school community or third party alleging the harassment pursues the complaint.

## **Teacher, Staff, and Family Communication**

Parent-staff communication is a vital cornerstone to maintain the unique partnership between the school and parents. Teachers are the parents' first point of contact for academic questions. Homeroom teachers are the key point of contact for general support questions. Parents and Learning Coaches should contact teachers first, and if no response has been received after 24 hours during the school week, they may contact the principal before contacting other administrators. Administrators will reply in a timely manner, but parents should allow 24 hours during the school week for administrators to respond. Respectful, productive communication is expected parent to staff, and staff to parent.

### **Appropriate Communication**

Parent and Learning Coach phone conversations with any staff that include profanity, uncontrolled anger, shouting, or threats will not be permitted. If parent or Learning Coach behavior is disrespectful or inappropriate in this manner, the conversation will revert to written communication only.

Parents and Learning Coaches are expected to maintain responsiveness to email, newsletters, and phone conversation with teachers, support staff, and the school.

## **Parent Involvement**

The school recognizes that the involvement of parents and families in their child's education is critical to students' success. In order to accomplish the goal of welcoming, encouraging, and promoting parental and family involvement, the school will create a welcoming school climate; provide families information related to child development and creating supportive learning environments; establish effective school-to-home and home-to-school communication; strengthen families' knowledge and skills to support and extend their child's learning at home and in the community; engage families in school planning, leadership, and meaningful volunteer opportunities; and connect students and families to community resources that strengthen and support students' learning and well-being. For additional information on parent involvement, please see the Parent Involvement policy located in the Board Policy Manual.

## **Parent-Teacher Conferences**

Parent-teacher conferences are offered twice per year for everyone interested or by individual request. Parent-



teacher conference sign-up notifications are delivered by email in October and March. Learning Coaches may request an individual conference with a teacher via email.

## Title I Right to Know Qualifications

Parents and guardians with a student attending a school that receives Title I funds have the right to know the qualifications of the student's classroom teachers. All requests must be sent to the school in writing and include the following information: students' full name, legal parent/guardian's full name, address, city, state, zip code, and teacher's name. In addition to the information parents may request as listed above, the school shall provide: Information on the level of achievement and academic growth of the student, if applicable and available, on each of the state assessments required; and timely notice that the student has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned. For further information, please see the Right to Know Qualifications policy located in the Board Policy Manual.

## Restraints and Seclusion Policy

### I. Purpose:

The purpose of this policy is to guide the school's use of positive behavior intervention and supports and the limited use of restraint and seclusion.

Every effort should be made to prevent the need for the use of restraint and for the use of seclusion. The use of a non-aversive effective behavioral system such as Positive Behavioral Intervention and Supports (PBIS) shall be used to create a learning environment that promotes the use of evidence-based behavioral interventions, thus enhancing academic and social behavioral outcomes for all students.

Restraint or seclusion shall not occur, except when there is an immediate risk of physical harm to the student or others, and shall occur only in a manner that protects the safety of all children and adults at school. Every use of restraint or seclusion shall be documented and reported in accordance with the requirements set forth herein.

### II. Access to this Policy:

This policy shall be kept at the school and be available to parents at all reasonable times. The policy shall be reviewed and updated regularly as appropriate.

### III. Adherence:

Practices that do not adhere to the standards and requirements set forth in this policy are prohibited, and physical restraint and seclusion shall not occur, except when there is an immediate risk of physical harm to the student or others. The school shall utilize physical restraint and seclusion only in a manner that protects the safety of all children and adults at school.

#### IV. Definitions:

*Aversive behavioral interventions* - means an intervention that is intended to induce pain or discomfort to a student for the purpose of eliminating or reducing maladaptive behaviors, including interventions such as: application of noxious, painful and/or intrusive stimuli, including any form of noxious, painful or intrusive spray, inhalant or tastes or other sensory stimuli such as climate control, lighting and sound.

*Behavior Intervention Plan* - means a comprehensive plan, based on an appropriately developed functional behavior plan, for managing problem behavior by changing or removing contextual factors that trigger or maintain it, by strengthening replacement skills, teaching new skills and by providing positive behavior intervention and supports and services to address behavior.

*Chemical Restraint* - means a drug or medication used to control a student's behavior or restrict freedom of movement that is not:

- A. Prescribed by a licensed physician, or other qualified health professional acting under the scope of the professional's authority under State law, for the standard treatment of a student's medical or psychiatric condition; and
- B. Administered as prescribed by the licensed physician or other qualified health professional acting under the scope of the professional's authority under Ohio Law.

*De-escalation techniques* – means interventions that are used to prevent violent and aggressive behaviors and reduce the intensity of threatening, violent and disruptive incidents.

*Functional Behavior Assessment* – is a school-based process that includes the parent and, as appropriate, the child, to determine why a child engages in challenging behaviors and how the behavior relates to the child's environment.

*Mechanical Restraint* – means:

- A. any method of restricting a student's freedom of movement, physical activity, or normal use of the student's body, using an appliance or device manufactured for this purpose; and
- B. Does not mean devices used by trained student personnel, or used by a student, for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed, including:
  - 1. Restraints for medical immobilization;
  - 2. Adaptive devices or mechanical supports used to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports; or
  - 3. Vehicle safety restraints when used as intended during the transport of a student in a moving vehicle.



*Parent* – means:

- A. A biological or adoptive parent;
- B. A guardian generally authorized to act as the child's parent, or authorized to make decisions for the child (but not the state if the child is a ward of the state);
- C. An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare;
- D. A surrogate parent who has been appointed in accordance with rule 3301-51-05(E) of the Administrative Code; or
- E. Any person identified in a judicial decree or order as the parent of a child or the person with authority to make educational decisions on behalf of a child.

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

*Physical Restraint* – means the use of physical contact that immobilizes or reduces the ability of a student to move their arms, legs, body, or head freely. Such term does not include a physical escort, mechanical restraint, or chemical restraint. Physical restraint does not include brief, but necessary physical contact for the following or similar purposes:

- to break up a fight;
- to knock a weapon away from a student's possession;
- to calm or comfort;
- to assist a student in completing a task/response if the student does not resist the contact; or
- to prevent an impulsive behavior that threatens the student's immediate safety (e.g., running in front of a car).

*Positive Behavior Interventions and Support* – has the same meaning as in section 3319.46 of the Ohio Revised Code.

*Positive Behavior Interventions and Supports Leadership Team* – means the assigned team at the school that plan, coach and monitor positive behavior intervention and supports implementation in the school. Positive behavior intervention and supports leadership teams may include, but are not limited to, school administrators, teacher representatives across grade levels and programs, staff able to provide behavioral expertise, and other representatives identified by the school or school such as bus drivers, food service staff, custodial staff and paraprofessionals.



*Prone Restraint* – means physical or mechanical restraint while the student is in the face down position.

*Seclusion* – means the involuntary isolation of a student in a room, enclosure, or space from which the student is prevented from leaving by physical restraint or by a closed door or other physical barrier.

*Student* – means an individual enrolled in a school.

*Student personnel* – means teachers, principals, counselors, social workers, school resource officers, teacher's aides, psychologists, bus driver, related services providers, nursing staff, school administrators, or other school staff who interact directly with students.

*Timeout* – means a behavioral intervention in which a student, for a limited and specified time, is separated from the class within the classroom or in a non-locked setting for the purpose of self-regulating and controlling his or her own behavior. In a timeout, the student is not physically restrained or prevented from leaving the area by physical barriers.

**V. Positive Behavior Intervention and Supports Framework:** The school shall implement positive behavior intervention and supports on a system-wide basis in accordance with section 3319.46 of the Ohio Revised Code and section 3301-35-15 of the Ohio Administrative Code.

- A. The requirements for the schools' implementation of a positive behavior intervention and supports framework are as follows:
  - 1. Includes a decision-making framework that guides selection, integration, and implementation of evidence-based academic and behavior practices for improving academic and behavior outcomes for all students.
  - 2. Includes the following integrated elements:
    - a. Data-based decision making (to select, monitor, and evaluate outcomes, practices and systems);
    - b. Evidence-based practices along a multi-tiered continuum of supports;
    - c. Systems that enable accurate and sustainable implementation of practices; and
    - d. Progress monitoring for fidelity and target outcomes.
- B. Standards for a school's implementation of positive behavior intervention and supports framework include:
  - 1. Student personnel to receive professional development in accordance with division (C) of section 3301-35-15 of the Ohio Administrative Code;
  - 2. Explicit instruction of adult and student school-wide behavior expectations;

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3. Consistent systems of acknowledging appropriate behaviors;
  4. Consistent systems of reteaching appropriate behaviors to replace inappropriate behaviors;
  5. Teaching environments designed to reduce behavior triggers; and
  6. Family and community involvement.

## **VI. Professional Development for the Implementation of Positive Behavior Intervention and supports**

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

1. Occurs at least every three years;
2. Provided by the school's positive behavior intervention and supports leadership team or an appropriate state, regional, or national source in collaboration with the positive behavior intervention and supports leadership team;
3. The trained positive behavior intervention and supports leadership team will provide professional development to the school in accordance with the developed positive behavior intervention and supports training plan. It is the school's responsibility to retain records of completion of the professional development; and
4. The professional development under this policy will include the following topics:
  - a. An overview of positive behavior intervention and supports;
  - b. The process for teaching behavioral expectations;
  - c. Data collection;
  - d. Implementation of positive behavior intervention and supports with fidelity;
  - e. Consistent systems of feedback to students for acknowledgment of appropriate behavior and corrections for behavior errors; and
  - f. Consistency in discipline and discipline referrals.
5. For the purpose of satisfying the professional development requirements of this rule, the school may accept any professional development or continuing education provided in accordance with 3319.237(B) of the Revised Code, as long as the professional development or continuing education meets the professional development requirements of divisions (C)(4) of this rule.

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6. The school will ensure that it has continuous training structures in place to provide ongoing coaching and implementation with fidelity.
  7. The above requirements may be appropriately modified for the intended audience based on the age and development level of the student.

## **VII. General rules for restraint and seclusion**

- A. The following practices are prohibited by student personnel under any circumstances:
  1. Prone restraint;
  2. Any form of physical restraint that involves the intentional, knowing, or reckless use of any technique that:
    - a. Involves the use of pinning down a student by placing knees to the torso, head, or neck of the student;
    - b. Uses pressure point, pain compliance, or joint manipulation techniques; or
    - c. Otherwise involves techniques that are used to unnecessarily cause pain.
  3. Corporal punishment as defined in section 3319.41 of the Revised Code;
  4. Child endangerment as defined in R.C. 2919.22 of the Revised Code;
  5. Seclusion or restraint of preschool students in violation of the provisions of Ohio Adm. Code Rule 3301-37-10(D);
  6. The deprivation of basic needs;
  7. Seclusion or restraint of preschool children in violation of rule 3301-37-10 of the Administrative Code and this rule;
  8. Chemical restraints;
  9. Mechanical restraint;
  10. Aversive behavioral interventions; and
  11. Seclusion of students in a locked room or area.
- B. The school may only use physical restraint or seclusion if staff:
  1. Are appropriately trained to protect the care, welfare, dignity, and safety of the student;

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2. Continually observe the student in restraint and seclusion for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
  3. Use communications strategies and research-based de-escalation techniques in an effort to help the student regain control;
  4. Remove the student from physical restraint or seclusion immediately when the immediate risk of physical harm to self or others has dissipated;
  5. Conduct a de-briefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
  6. Complete all mandatory reports and documents staff's observations of the student.

### **VIII. Restraint**

- A. The use of prone restraint, including any physical restraint that obstructs the airway of a student, or any physical restraint that impacts a student's primary mode of communication is prohibited. Student personnel may use physical restraint only as a last resort and in accordance with this policy and requirements of OAC 3301-35-15.
- B. Physical restraint may be used only:
  1. If a student's behavior poses an immediate risk of physical harm to the student or others and no other safe and effective method of intervention is available;
  2. If the physical restraint does not obstruct the student's ability to breathe;
  3. If the physical restraint does not interfere with the student's ability to communicate in the student's primary language or mode of communication; and
  4. By student personnel who are trained in safe restraint techniques, except in the case of rare and unavoidable emergency situations when trained personnel are not immediately available.
- C. Physical Restraint may not be used for punishment or discipline or as a substitute for other less restrictive means of assisting a student in regaining control.

### **IX. Seclusion**

- A. Seclusion may be used only:
  1. If a student's behavior poses an immediate risk of physical harm to the student or others and no other safe and effective method of intervention is available;
  2. As a last resort to provide an opportunity for the student to regain control of his or her actions;

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3. For the minimum amount of time necessary for the purpose of protecting the student and others from physical harm;
  4. In a room or area that:
    - a. Is not locked;
    - b. Does not prevent the student from exiting the area should staff become incapacitated or leave the area; and
    - c. Provides adequate space, lighting, ventilation, and the ability to observe the student; and
  5. If under constant supervision by staff who are training to be able to detect indications of physical or mental distress that require removal and/or immediate medical assistance and who document their observations of the student.

**B. Seclusion shall not be used:**

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

**X. Multiple Incidents of restraint and seclusion**

- A. After the third incident of physical restraint or seclusion in a school year of a student who has been found eligible for special education services or has a 504 plan the requirements are as follows:
  1. The student's individualized education program of 504 team will meet within ten (10) school days of the third incident;
  2. The individualized education program or 504 team will consider the need to conduct or develop a functional behavior assessment of behavior intervention plan.

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- B. For students not described in the above section, a team consisting of the parent, an administrator or designee, a teacher of the student, a staff member involved in the incident (if the teacher or administrator already invited), and other appropriate staff members will meet within ten (10) school days of the third incident to discuss the need to conduct or review a functional behavior assessment and/or develop a behavior intervention plan.
  - C. Nothing in this section is meant to prevent the completion of a functional behavior assessment or behavior intervention plan for any student who might benefit from these measures, but has fewer than three incidents of restraint or seclusion.
  - D. Nothing in this policy is meant to prevent the school from conducting any evaluations or other obligations appropriate under the Individuals with Disabilities Education Act.

## **XI. Training and Professional Development for the use of crisis management and de-escalation techniques which includes the use of restraint and seclusion.**

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

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2. The name, position, and credentials of each person who has provided the training;
  3. When the training was completed; and
  4. What protocols, techniques, and materials were included in training.

C. As part of the training under this rule, student personnel are to be trained to perform the following functions:

1. Identify conditions such as: where, under what conditions, with whom and why specific inappropriate behavior may occur; and
2. Use preventative assessments that include at least the following:
  - a. A review of existing data;
  - b. Input from parents, family members, and students; and
  - c. Examination of previous and existing behavior intervention plans.

## **XII. Required Data and Reporting**

- A. Each use of seclusion or restraint shall be documented in writing and reported to the building administration and documented in a written report that is issued to the parent immediately or within twenty-four hours . A copy of the written report shall be made available to the parent or guardian within 24 hours, and the school shall maintain a copy of the report in the student's file. These reports are educational records subject to the Family Educational Right to Privacy Act, and a school is prohibited from releasing any personally identifiable information to anyone other than the parent, in accordance with the requirements of that Act.
- B. Every school shall report information concerning its use of restraint and seclusion annually to the Ohio Department of Education as requested by the Ohio Department of Education.

## **XIII. Monitoring and Complaint Processes**

The school shall establish a procedure to monitor this policy and shall make its records concerning restraint and seclusion available to staff from the Ohio Department of Education upon request.

### **A. School Monitoring and Complaint Procedures**

To ensure that practices are implemented as set forth in this policy, the school shall:

1. Provide a procedure for a parent to present written complaints to the school leader to initiate a complaint investigation by the school regarding an incident of restraint or seclusion. The procedures will include informing the parent of additional options for complaints to include other



public agencies such as law enforcement, the county department of job and family services, or the Ohio Department of Education as described below.

- a. A parent may choose to file a complaint with the Ohio Department of Education Office of integrated student supports, in accordance with the complaint procedures available and as outlined below.
  - b. The parent forwards a copy of the complaint to the school and the Ohio Department of Education at the same time;
  - c. A sufficient complaint includes the following:
    - i. A statement that the school has violated a requirement of this policy;
    - ii. The facts on which the statement is based;
    - iii. The signature and contact information of the parent.
  - d. Timeline:
  - e. The complaint must allege a violation that occurred not more than one year prior to the date the complaint is received.
- B. Annually, the school will review the policy;
- C. Annually, the school will provide notice to parents of the school's policies or procedures related to the requirements of positive behavior intervention and supports, physical restraint and seclusion including the local complaint process; and
- D. Thirty days after receiving a complaint from a parent regarding an incident of restraint or seclusion, the school shall make reasonable efforts to have in-person follow up meeting with the parent.

## Suspensions and Expulsions

### Student Discipline

The School's administration acknowledges that conduct in closely related to learning – an effective instructional program requires an orderly environment and the effectiveness of the educational program is, in part, reflected in the behavior of the students.

The administration believes that the best discipline is self-imposed and that students should learn to assume responsibility for their own behavior and the consequences of their actions.

The administration requires each student to adhere to the Student Code of Conduct/Student Discipline Code set forth by the administration and to submit to such disciplinary measures as are appropriately assigned for infraction of those rules. Such rules shall require that students:

- a) Conform to reasonable standard of socially-acceptable behavior;
- b) Respect the person and property of others;

- c) Preserve the degree of order necessary to the educational programs in which they are engaged;
- d) Respect the rights of others;
- e) Obey constituted authority and respond to those who hold to that authority.

The Student Code of Conduct/Student Discipline Code designates sanctions for the infractions of rules, excluding corporal punishment\*, which shall:

1. Relate in kind and degree to the infraction;
2. Help the student learn to take responsibility for his or her actions;
3. Be directed, where possible, to reduce the effects of any harm which may have been caused by the student's misconduct

\*Per the Ohio Revised Code 3319.61, no employee of ODLS will administer corporal punishment to a students enrolled at Ohio Digital Learning School. Students may be prohibited by authorized school personnel from participating in all or part of co-curricular activities without further notice, hearing or appeal.

### Due Process Rights

A student cannot be suspended or expelled and thereby deprived of a free education provided in the public schools, without due process. Due process requirements guarantee all students the right to fair notice, fair procedures, and a fair hearing as listed in the Suspension and Expulsion Policy in the Board Policy Manual. The students and Learning Coach have the responsibility to follow the procedures set forth herein in a respectful and timely fashion.

A student who is accused of misbehavior or a breach of this Code of Student Conduct will be presented to the Head of School or his or her designee by the person having knowledge of the violation or potential violation of the Code of Conduct.

- **Written Referral:** Violations shall be presented in written form and should be specific, indicating the breach of the Code of Student Conduct for which the referral is being issued
- **Student Notification:** The student will be placed on notice of the violation by the Head of School or designee afforded an opportunity to explain
- **Initial Conference:** An initial conference (in person or by teleconference or other appropriate communications technology) shall be conducted by the Head of School or designee at each level of discipline
  - o **Charges and Evidence:** The Head of School or designee shall confer with the student, explain the charges and evidence against the student, and allow the students an opportunity to present his or her side of the story prior to taking disciplinary action
  - o **Learning Coach Assistance:** A good faith effort shall be made by the Head of School or designee to employ Learning Coach assistance or other alternative measures prior to suspension, except in the case of emergency or disruptive conditions that require immediate suspension or in the case of a serious breach of conduct
- **Learning Coach Notification**
  - o **By Telephone or Electronic Messaging:** The Head of School or designee shall make a good faith effort to notify the Learning Coach by telephone or electronic messaging of the student's misconduct and the proposed disciplinary action
  - o **By Written Notice:** Regardless of whether there has been communication with the student's Learning Coach by telephone, the Head of School or designee shall, within twenty-four (24) hours by taking disciplinary action, send written notice to the parent describing the disciplinary action imposed and the reasons for taking such action
- **Suspension and Expulsion**

- o Any referrals that result in a suspension or expulsion shall follow all procedures as listed in the Board Policy Manual.

### Violations Leading to Suspension

Suspension shall be the temporary exclusion of a student for a period of time not to exceed ten (10) school days.

If at the time a suspension is imposed there are fewer than ten school days remaining in the school year in which the incident that gives rise to the suspension takes place, the School may require the student to participate in a community service program or another alternative program for a number of hours equal to the remaining suspension period. The student shall be required to begin the program during the first full week day of the summer break. A principal may not apply the remaining suspension period to the following year.

Violations which may lead to suspension include:

- **Abusive Language or Conduct:** Abusive conduct is when a student uses or engages in abusive, profane, obscene or vulgar language or conduct in the presence of another person, whether in person or electronically
- **Disruptive Behavior (including Use of Tobacco) and/or minor infractions:** A student who engages in unacceptable behavior or conduct that is disruptive to the educational process, but is not considered a serious breach of conduct, or who violates school rules and policies determined by the Head of School to be minor in nature, is guilty of unacceptable conduct
- **Unauthorized Access:** A student who enters part of the school website that has been denied to them by administrators will be in violations of the school's Technology Use Policy
- **Indecent Exposure or Conduct:** A student who exposes or exhibits his or her sexual organs in the presence of others, either in person or online, is guilty of a serious breach of conduct that may also be reported to the proper law enforcement agency
- **Burglary:** A student who enters or remains in a building or property owned or maintained by the school with the intent to commit theft, vandalism or some other criminal offense therein, is guilty of burglary unless the premises are at the time open to the public or the student is legally authorized to enter or remain. However, the fact that the premises may be open to the public or that the student may be authorized to enter or remain will not excuse any other offense, violation or other breach of conduct committed by that student there in, Burglary is a serious breach of conduct that may also be reported to proper law enforcement agencies.
- **Abusive Language or Conduct Directed at a School Employee or Director:** A student who uses or engages in abusive, profanes, obscene or vulgar language or conduct directed at a school employee or director is guilty of a serious breach of conduct.
- **False Information:** A student who knowingly and intentionally reports or gives false or misleading information, either oral or written, which may injure another person's character or reputation or disrupt the orderly process of the school, is guilty of a serious breach of conduct.
- **Interference with the Education Process (Including Harassment of any type and Bullying, including Cyberbullying):** A student who is guilty of willful disobedience, open defiance of the authority of the administration or any member of the school staff, violence against person or property, or any other act that substantially disrupts the orderly conduct of the school is guilty of a serious breach of conduct.
- **Vandalism:** A student who intentionally destroy, damages, or defaces records or property (whether physical or electronic) owned by or in the possession of the Board or other members of the School staff is guilty of a serious breach of conduct.
- **Theft:** A student who takes from another person money or other property (whether physical or electronic) belonging to the other person with the intent to permanently deprive the victim of such property is guilty of a serious breach of conduct that may also be reported to the proper law enforcement agency.
- Any behaviors deemed a violation of the Student Code of Conduct, school policies, and/or classroom policies.



The proceeding list of behaviors is not an all-inclusive list of behaviors possibly leading to suspension. The final decision rests with the Principal or Head of School.

## Violations Leading to Expulsion

Any combination of the above offenses may lead to expulsion. Any violation of the following violations will lead to expulsion, following the due process procedures as listed in the Suspension and Expulsion policy in the Board Policy Manual. A list of mandatory expulsion periods can also be found in the Board Policy Manual. The behaviors listed in this handbook is not an all-inclusive list of behaviors possibly leading to expulsion. The final decision rests with the Head of School.

### Weapons

A student who displays or is in possession of an object normally considered a weapon (other than a firearm), such as a knife (whether or not considered a weapon under state law) or club, while attending a school-sponsored activity is guilty of a serious breach of conduct.

### Firearms

A firearm is any weapon (including a starter gun, pellet gun, B-B gun, air rifle, or air pistol) that will, or is designed to, or may readily be converted to expel a projectile by the actions of an explosive or compressed or forced air. It is the expressed policy of the Board, except for law enforcement officers, no person shall have in his or her possession any firearm of any nature, including a firearm used for recreational activities, while on school property, at a school-sponsored activity, or on other property owned or maintained by the school.

## Violations Leading to Permanent Exclusion of Regular Education (non-disabled) Students

In accordance with the law, the Head of School may seek to permanently exclude a student, sixteen (16) years of age or older, who has been convicted of or adjudicated delinquent for the reason of the following offenses:

- Carrying a concealed weapon or conveying or possessing a deadly weapon or dangerous ordinance on property owned or controlled by the school or at a school related activity
- Possessing, selling, or offering to sell controlled substances on property owned or controlled by the school or at a school-related activity
- Complicity to commit any of the above offenses, regardless of where the complicity occurred

In accordance with law, any student, sixteen (16) years of age or older, who has been convicted or adjudicated delinquent for committing the following offenses may be subject to permanent exclusion:

- Rape, gross sexual imposition or felonious sexual penetration
- Murder, manslaughter, felonious or aggravated assault
- Complicity to commit offenses described in paragraphs A and B, regardless of the complicity

The above statement of policy on permanent exclusion is posted at a central location at the school headquarters and placed in the Student/School handbook.

## Prohibition from Extra-Curricular Activities



Participation in school-sponsored extra-curricular activities is a privilege and not a right. Therefore, the Head of School authorizes the Principal and other authorized personnel supervising a student activity program, to prohibit a student from participating in any particular or all extra-curricular activities of the school for offenses or violations of the Student Code of Conduct/Student Discipline Code for a period not to exceed the remainder of the school year in which the offense or violation of the Student Code of Conduct/Student Discipline Code took place.

Students prohibited from participation in all or part of any extra-curricular activity are not entitled to further notice, hearing, or appeal rights.

## Search Policy

To maintain a safe and orderly educational environment, School officials may search the person or property, including vehicles, of students, visitors, and others on School property and at or during a School sponsored event, whenever they reasonably suspect a violation of law or of School policies.

School officials may seize any illegal, unauthorized, or contraband materials discovered in the search. There is no right or expectation of privacy in School lockers or other storage areas or property owned by the School or its affiliates, contractors, or designees.

Random or periodic general inspections of School property may be conducted by School officials or their designees for any reason or no reason at any time without notice, and without consent.

## Harassment

### Sexual Harassment

Refer to the School's Title IX Non-Discrimination Policy

### Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's educational performance; of creating an intimidating, hostile, or offensive learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets and/or negative references relative to racial customs.

### National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal or nonverbal conduct is based upon an individual's educational performance; of creating an intimidating, hostile, or offensive learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames or ethnic slurs.

### Bullying

Bullying is understood as a person willfully and repeatedly exercising power or control over another with hostile or



malicious intent (i.e. repeated oppression, physical or psychological, of a less powerful individual by a more powerful individual or group). Bullying can be physical, verbal and/or psychological.

The term “bullying” is used throughout this handbook to convey all instances of harassment, intimidation and bullying as defined by Ohio Revised Code (ORC) 3313.666 (B)(3). This definition also appears in the State Board of Education’s Anti-Harassment, Anti-Intimidation or Anti-Bullying Model Policy which has been implemented by ODLS.

- **Physical:** hitting, kicking, spitting, pushing, pulling, taking and/or damaging personal belongings or extorting money, blocking or impeding student movement, unwelcome physical contact
- **Verbal:** taunting, making fun of, malicious teasing, insulting, name calling, making threats
- **Psychological:** spreading rumors, manipulating social relationships, coercion, or engaging in social exclusion/shunning, extortion or intimidation
- **Cyberbullying:** repetitive, hostile behavior with the intent to harm others through information and communication technologies such as websites, instant messages, smartphones or iPods

### **Anti-Bullying Policy: Prohibition Against Harassment, Intimidation and Bullying**

Students who have been determined to have engaged in prohibited behaviors are subject to disciplinary action, which may include suspension or expulsion from ODLS. ODLS’s commitment to addressing such prohibited behaviors, however, involves a multifaceted approach, which includes education and the promotion of a school atmosphere in which harassment, intimidation or bullying will not be tolerated by the students, faculty or school personnel.

Harassment, intimidation or bullying means any of the following:

- Any intentional written, verbal, graphic or physical acts that a student or group of students exhibited toward another particular student more than once and the behavior both causes mental or physical harm to the other student **and** is sufficiently severe, persistent or pervasive that it creates an intimidating, threatening or abusive educational environment for the other student
- Violence within a dating relationship
- Any act committed through the use of a cellular telephone, computer, personal communication device or other electronic communication device (cyberbullying) and the behavior causes mental or physical harm to the other student or school personnel **and** is sufficiently severe, persistent or pervasive that it creates an intimidating, threatening or abusive educational environment for the other student or school personnel.

In evaluating whether conduct constitutes harassment, intimidation or bullying, special attention should be paid to the words chosen or the actions taken, whether such conduct occurred in front of others or was communicated by others, how the perpetrator interacted with the victim, and the motivation, either admitted or appropriately inferred. The prohibition of harassment, intimidation, bullying (including cyberbullying) extends to all school-sponsored activities which means any activity provided as part of the online curriculum and related resources, as well as any activity conducted on or off school-property that is sponsored, recognized or authorized by the ODLS Board of Directors or the ODLS Administration.

### **Complaint Procedures of Harassment**

The following procedures shall be used for reporting, investigating and resolving complaints of harassment, intimidation and/or bullying (including cyberbullying).

All school administrations have the responsibility for conducting investigations concerning claims of harassment, intimidation and/or bullying. The investigator(s) shall be a neutral party not being involved in the complaint presented.



Any student ODLS employee, Stride K12 employee or third party who has knowledge of conduct in violation of this policy or feels they have been a victim of behavior in violation of this policy **shall** immediately report his/her concerns.

Teachers and other school staff who witness acts of harassment, intimidation or bullying, as defined above, shall promptly notify the appropriate administrator or school designee of the event observed, and shall promptly file a written incident report concerning the events witnessed. Teachers and other school staff who receive student or Learning Coach reports of suspected harassment, intimidation, and bullying shall promptly notify the appropriate administrator and their designee of such report(s). If the report is a formal, written complaint, such complaint shall be forwarded promptly (no later than the next school day) to the appropriate administrator or designee. If the report is an informal complaint by a student that is received by a teacher or other school employee, a written report of the informal complaint shall be promptly forwarded (no later than the next school day) to the appropriate administrator or designee.

In addition to addressing both informal and formal complaints, school personnel are encouraged to address the issue of harassment, intimidation, or bullying in other interactions with students. School personnel may find opportunities to educate students about harassment, intimidation and bullying and help eliminate such prohibited behaviors through class connect discussions, counseling, and reinforcement of socially appropriate behavior. School personnel should intervene promptly whenever they observe student conduct that has the propose or effect of ridiculing, humiliating or intimidating another student even if such conduct does not meet the formal definition of harassment, intimidation or bullying.

All complaints will be promptly investigated in accordance with the following procedures:

1. Any complaints, allegations or rumors of harassment, intimidation and/or bullying shall be presented to the appropriate administrator. Complaints against a principal shall be filed directly with the Head of School. Complaints against the Head of School shall be filed with the Board President. Information may be initially presented anonymously. All such information will be reduced to writing and should include the specific nature of the offense (e.g. the person(s) involved, number of times and places of the alleged conduct, the target of the suspected harassment, intimidation and/or bullying, and the names of any potential witnesses.) If the person filing the formal complaint is an adult, they must sign the charge affirming its veracity. If the person filing the formal complaint is a minor, they may either sign the charge or verbally affirm its veracity before two (2) administrators.
2. In determining appropriate action for each individual who commits an act of Harassment, Intimidation or Bullying (including a determination to engage in either non-disciplinary or disciplinary action, as described below), the School Leader will give the following factors full consideration:
  - a. The degree of harm caused by the incident(s);
  - b. The surrounding circumstances;
  - c. The nature and severity of the behavior;
  - d. The relationship between the parties involved; and
  - e. Past incidences or continuing patterns of behavior.
3. The administrator or Board President receiving the complaint shall promptly investigate. Learning Coaches will be notified of the nature of any complaint involving their student. The administrator or Board President will arrange such meetings as may be necessary with all concerned parties within five (5) work days after receipt of the information or complaint. The parties will have an opportunity to submit evidence as a list of witnesses. All findings related to the complaint will be reduced to writing. The administrator or Board President conducting the investigation shall notify the complainant and Learning Coaches as appropriate, in



writing, when the investigation is concluded and a decision regarding disciplinary action, as warranted, is determined. A copy of the notification letter or the date and details of the notification to the complainant, together with any other documentation related to the incident, including disciplinary action taken or recommended, shall be forwarded to the Head of School. In providing such notification, care must be taken to respect the statutory privacy right, including those set forth in the R.C. § 3319.321 and the Family Educational Rights and Privacy Act of 1974, 88 Stat. 571, 20 U.S.C. 1232q of the perpetrator of such Harassment, Intimidation and Bullying.

4. If the complainant is not satisfied with the decision at step two, they may submit a written appeal to the Head of School or designee. Such appeal must be filed within ten (10) work days after receipt of the step two decision. The Head of School or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to review and discuss the appeal. The Head of School or designee shall provide a written decision to the complainant's appeal within ten (10) work days of the appeal being filed.

Documentation related to the incident, other than any discipline imposed or remedial action taken, will be maintained in a file separate from the student's education records or the employee's personnel file.

### **Anonymous Complaints**

Students making a complaint may request that their name be maintained in confidence by the school staff members or administrators who receive the complaint. The anonymous complaints shall be reviewed, and reasonable action will be taken to address the situation, to the extent such action may be taken that does not disclose the source of the complaint and is consistent with the due process rights of the students alleged to have committed acts of harassment, intimidation and/or bullying.

### **Publication Requirements**

This policy shall be publicized in student handbooks, Learning Coach handbooks and in other school publications that set forth comprehensive rules, procedures and standards of conduct for students. Information regarding the policy shall be incorporated into employee training materials. The following statement shall be included:

*Harassment, intimidation or bullying behavior by any student of ODLS is strictly prohibited, and such conduct may result in disciplinary action, including suspension and/or expulsion from the school. Harassment, intimidation or bullying in accordance with Ohio Revised Code 3313.666 means any intention written, verbal, graphic or physical act including electronically transmitted acts via the internet, cell phone, personal digital assistant (PDA), or wireless hand-held device, either overt or covert, by a student or group of students toward other students, including violence within a dating relationship, with the intent to harass, intimidate, injure, threaten, ridicule or humiliate. Such behaviors are prohibited at school sponsored activities which means any activity provided as part of the online curriculum and related resources, as well as any activity conducted on or off school property that is sponsored, recognized or authorized by the ODLS Board or the ODLS administration, that a reasonable person under the circumstances should know will have the effect of:*

- *Causing mental or physical harm to the other students including placing an individual in reasonable fear or physical harm and/or damaging of students' personal property; and,*
- *Is sufficiently severe, persistent or pervasive that it creates an intimidating, threatening or abusive educational environment for other students*

### **Retaliation and False Charges**

Retaliation against any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry related to a complaint of harassment, intimidation and/or bullying is prohibited. Such



retaliation shall be considered a serious violation of Board policy and independent of whether a complaint is substantiated. False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions. Suspected retaliation should be reported in the same manner as harassment, intimidation and/or bullying.

### **Remedial Actions**

Verified acts of harassment, intimidation or bullying shall result in an intervention by the appropriate principal or designee that is intended to provide that the prohibition against harassment, intimidation or bullying behavior is enforced, with the goals that any such prohibited behavior will cease.

Harassment, intimidation, and bullying behavior can take many forms and can vary dramatically in seriousness and impact on the targeted individual and other students. Accordingly, there is no one prescribed response to verified acts of harassment, intimidation, and bullying. While conduct that rises to the level of "harassment, intimidation, or bullying," as defined above will generally warrant disciplinary action against the perpetrator of such prohibited behaviors whether or to what extent to impose disciplinary action (restrictions on computer access, suspension, expulsion) is a matter for the professional discretion of the appropriate principal and administrators. Anonymous complaints that are not otherwise verified, however, shall not be the basis for disciplinary action. Suspension may be imposed only after informing the accused perpetrator of the reasons for the proposed suspension and giving him/her an opportunity to explain the situation. Expulsion may be imposed in accordance with Board policy. This consequence shall be reserved for serious incidents of harassment, intimidation, or bullying and/or when past interventions have not been successful in eliminating prohibited behaviors.

In addition to the prompt investigation of complaints of harassment, intimidation, or bullying and direct intervention when such prohibited acts are verified, school personnel may take other action deemed appropriate to ameliorate any potential problem with harassment, intimidation or bullying in school or at school-sponsored activities. Strategies should also be implemented to protect the victim of alleged harassment, intimidation, and/or bullying from additional harassment, intimidation and/or bullying and from retaliation following a report. Such strategies may include more supervision or monitoring of the students involved, maintaining contact with parents or guardians of involved students, checking with the victim regularly to verify no further incidents.

### **Prevention and Intervention Strategies**

In addition to the prompt investigation of complaints of Harassment, Intimidation, or Bullying, and direct intervention when such acts are verified, the School will consider potential strategies to protect victims from additional Harassment, Intimidation, or Bullying, and from retaliation following a report and to generally ameliorate the effects of Harassment, Intimidation, Bullying. The following potential strategies, as well as other strategies, may be considered:

5. Supervising and disciplining offending students fairly and consistently;
6. Providing adult supervision during breaks, lunch time, bathroom breaks and in the hallways during times of transition;
7. Maintaining contact with parents and guardians of all involved parties;
8. Providing counseling for the victim if assessed that it is needed;

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9. Informing school personnel of the incident and instructing them to monitor the victim and the offending party for indications of harassing, intimidating, and Bullying behavior; instructing personnel to intervene when prohibited behaviors are witnessed;
  10. Checking with the victim regularly to ensure that there have been no incidents of Harassment/Intimidation/Bullying or retaliation from the offender(s).
  11. Responding respectfully to complaints of suspected prohibited conduct.
  12. Promoting open communication regarding Harassment, Intimidation, Bullying.
  13. Providing professional development and community opportunities to educate and collaborate with school personnel, parents, and community members about addressing Harassment, Intimidation, Bullying.
  14. Educating students regarding Harassment, Intimidation, Bullying.
  15. Creating a school atmosphere of team spirit and collaboration that promotes appropriate social behavior.
  16. Avoiding sex-role stereotypes. Modeling and promoting strategies that instruct student how to work together in a collaborative and supportive atmosphere. Use of peers to help ameliorate the effects of Harassment, Intimidation, Bullying.

### Training

Students will be provided with age-appropriate information on the recognition and prevention of harassment, intimidation, or bullying, including dating violence prevention education in grades 9-12, and their rights and responsibilities under this and other ODLS policies, procedures, and rules, at student orientation sessions and on other appropriate occasions. Learning Coaches will be provided with information about this policy and procedure, as well as information about other ODLS rules and disciplinary policies. This policy and procedure shall be reproduced in student, staff, volunteer, and school handbooks. Information regarding the policy on harassment, intimidation, and bullying behaviors shall be incorporated into training materials used with employees. The in-service education provided to high school employees shall include training in the prevention of dating violence. Time spent by school employees in the training, workshops, or courses shall apply toward any State or School District mandated continuing education requirements. **Police and Child Protective Services** Allegations of criminal misconduct and suspected child abuse will be reported to the appropriate law enforcement agency and/or to Child Protective Services (CPS), according to the prescribed timelines. The School shall also investigate for determining whether there has been a violation of school policy, even if law enforcement or CPS officials are also investigating. All School personnel shall cooperate with investigations by outside agencies.

### Other Actions

In addition to, or instead of, filing a harassment, intimidation, or bullying complaint through this policy, a complainant may choose to exercise other options allowed under applicable law. Any school employee, administrator or student who reports an incident of harassment, intimidation or bullying promptly in good faith and in compliance with the procedures specified in this policy should be individually immune from liability in a civil action for damages arising from reporting an incident in accordance with this policy.



**Semiannual Summary:** The Head of School shall provide the ODLS Board with a written summary of all reported incidents and post the summary on the ODLS website to the extent permitted by law.

## School Sponsored Publications and Productions

The School may sponsor student publications and productions as means by which students can learn, under adult direction, the skills required for such activities, as well as the rights and responsibilities of public expression in a free society.

For the purposes of this policy, publications shall include any audio, visual or written materials such as tapes, banners, films, pamphlets, notices, newspapers, books, or other like materials. Productions shall include theatrical performances as well as speeches, skits and impromptu dramatic presentations.

In sponsoring a student publication or production, the Administration is mindful of the fact that it may be heard, viewed, or received by students of varying ages and maturities, and must accordingly be suitable for those students who are likely to be exposed to such publication or production, either directly or indirectly.

Opposing points of view on topics of general interest may be presented in a responsible manner, which will ordinarily require that equal opportunity for expression is given to each viewpoint. As with all publications and productions, expressions of opinion must be made in a manner which does not violate prevailing community standards.

The Administration reserves the right to exercise editorial control over school-sponsored publications or productions, or to prohibit such publications or productions in their entirety if deemed necessary.

## Extracurricular Club Eligibility

### Prohibition from Extra-Curricular Activities

Participation in school-sponsored extra-curricular activities is a privilege and not a right. Therefore, the Head of School authorizes the Principal and assistant principals and other authorized personnel supervising a student activity program, to prohibit a student from participating in any particular or all extra-curricular activities of the school for offenses or violations of the Student Code of Conduct/Student Discipline Code for a period not to exceed the remainder of the school year in which the offense or violation of the Student Code of Conduct/Student Discipline Code took place.

Students prohibited from participation in all or part of any extra-curricular activity are not entitled to further notice, hearing, or appeal rights.

## Face-to-Face (F2F) Required Activities

## ODLS Regional County Map



### ODLS Regions

- Northwest
- Northeast
- Southwest
- Central
- Southeast



State regulations require that students in ESchools have face-to-face (F2F) contact with school representatives. ODLS requires that students have four (4) F2F contacts during the school year, ideally one each quarter. These include any in-person activity hosted by ODLS representatives, such as school-wide events, test sessions, meetings, and teacher-hosted outings. Face-to-face contacts may be between your enrolled child and any ODLS representative. It is the parent's responsibility to ensure that the required number of face-to-face contacts takes place and are properly documented online.

For ease of reference, the online calendar divides the state into 5 regions, with a unique color for each region's activities. It is our expectation that parents or learning coaches remain at the event site for the duration of

the activity. Attendance hours for school events should also be entered in the Online School. To locate all F2F ODLS Activities view the online calendar at [www.localendar.com/public/ODLS](http://www.localendar.com/public/ODLS). Make sure to check our online calendar weekly for new additions throughout the school year.

Families incur the expense of the admission charged by the outing venue.

To report your student's F2F activities use this survey link: <https://tinyurl.com/ODLSf2fsurvey>

By signing that we received this handbook, we acknowledge that we are aware that the symptoms of COVID-19 as provided by the CDC.. See <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>). We agree to support and adhere to guidelines for safety as provided by the CDC and will follow procedures and protocols implemented by ODLS. For updated information and resources regarding COVID-19, please visit [www.coronavirus.ohio.gov](http://www.coronavirus.ohio.gov) or <https://www.cdc.gov/coronavirus/2019-ncov/index.html>

## Work Permits

To receive a work permit, a completed work permit application must be emailed to the [odlsoffice@ohdls.org](mailto:odlsoffice@ohdls.org). Work permit forms can be found at [Ohio.Gov/minorworkpermit](http://Ohio.Gov/minorworkpermit). The medical form attached with the work permit must be within 6 months of the date the work permit application is submitted. Once the application has been submitted to the PBIS Coordinator, they will check the student's attendance and grades. Students must be passing the majority of their classes and be in good attendance standing. Once it is determined the student is in good standing, the PBIS Coordinator will confirm with the family by email/phone that the work permit form has been received and the information is correct. After the confirmation email, the family will receive the work permit by email within 2 business days.

## Materials and Computer Equipment

### Course Materials

Students will be provided with materials to use in specific high school courses; however, most of the coursework will be accessed online through the Online High School (OHS) and via the student's teachers. Students will be expected to return some items at the end of the year (except for any optional materials students purchase).

All instructional materials, including computer equipment and related hardware, are the property of Ohio Digital



Learning School. Before the enrollment acceptance of a student in ODLS, a Learning Coach must return a signed Agreement of Use of Instructional Property form to the school. Families should handle ODLS property with care and ensure an accurate inventory of these materials is maintained in the home. At the end of the school year, or upon withdrawal of the student from ODLS, instructions are provided for returning materials.

### **Computer Policy**

Each student enrolled in ODLS is entitled to a computer; however, families may elect to waive their right to ODLS provided computers. Each student is encouraged to have his/her own computer to participate fully in the school program.

Parents are responsible for returning each computer in good working order as soon as his/her student is no longer enrolled in ODLS. Stride K12 provides shipping instructions and labels for the computer return.

### **Factors to consider with multiple computers in the house:**

- If you have a dial-up modem Internet connection, an extra phone line is needed for each additional computer to access the OLS. ODLS does not cover the cost for the set- up of phone lines or internet cable services
- If you have a cable or DSL Internet connection, a router or other network device is needed to enable an Internet connection to all the computers. ODLS does not cover the cost of the networking hardware, WiFi adaptors, nor the cost of setting up the network. If desired, the cost is at the family's expense.
- Maintenance is required for each computer, including software upgrades and regular computer virus checks. Stride K12 Tech Support is available at 866-K12-CARE if needed.

Access to the internet, via computer equipment and resource networks provided to you because of your enrollment in ODLS are intended to serve and pursue educational goals and purposes. Communications and internet access should be conducted in a responsible and professional manner.

Reflecting the school's commitment to honest, ethical, and non-discriminatory practice. Therefore, the following is prohibited:

- Any computer use that violates federal, state, local law, ordinance or regulation.
- Knowing or reckless interference with the normal operation of computers, peripherals, or networks.
- Use of ODLS internet-related systems to access, transmit, store, display, or request inappropriate materials or access inappropriate websites, including the downloading or installation of photos, electronic images, games, online programs, or Internet-based music.

Families may be held financially responsible for the negligent or willful destruction of school computer equipment, or for the non-return of school computer equipment upon withdrawal or graduation.

### **Eyewear Safety**

Per the Ohio Revised Code 3313.643, when participating in Science labs, students shall always wear personal protective equipment (safety glasses.) Safety glasses shall be in place before any science activities are started when liquid or other potentially harmful substances or objects may come in contact with the eyes. Safety glasses shall remain in place until the activity is completed and the cleanup from the activity has been concluded.

### **Fees**

Attendance at ODLS is tuition free and no specific fees are charged for programs or services provided to families. However, as with many school programs, certain expenses do fall within the responsibility of enrolled



families, such as printer cartridges/ink and paper, art supplies, and the cost of admission and transportation to and from ODLS-sponsored events. Internet cost is the responsibility of the ODLS family. However, please refer to ODLS's ISP policy described below that provides a supplement to internet cost.

## Internet Service Provider (ISP) Supplement

**Consistent Internet access is a requirement for enrollment in the Ohio Digital Learning School. When Internet verification is provided by a student's parent/Learning Coach, a portion of the costs associated with Internet access is provided by a supplement for low income (determined by the completed Family Income Form) students enrolled in our school each semester.**

Families at **Ohio Digital Learning School** that make a written request to the school will receive ISP reimbursement checks twice per year at the rate of \$13.00 per month (per family) for the school year. Disbursements will be made in January and June. Receipts must be submitted to [ODLSoffice@ohdls.org](mailto:ODLSoffice@ohdls.org) in order to receive a reimbursement. If the bill is not submitted within 2 weeks of the end of the semester, the family will not be reimbursed for that semester.

**Families must participate in the Online School, as well as have compliant attendance as described in the Ohio Digital Learning School Handbook, in order to qualify for ISP reimbursement.** Additionally, there must be current proof of residence for each student enrolled. Families are eligible for ISP reimbursement for the month in which they enroll. The reimbursement period is August through May. **Additional students do not result in increased reimbursement.**

**Note: No family, regardless of the number of ODLS students, will receive greater than \$13 per month. If the bill is not submitted within the planned submission time, the family will not be reimbursed for that semester. The address on the billing statement must match the current mailing address on file for the student(s).**

Supplement payments are mailed twice each year:

- Within eight weeks after the last day of Semester 1
- Within eight weeks after the last day of Semester 2
- Students must be enrolled through the end of the semester in order to be eligible for reimbursement for that semester.
- Checks will be issued to the current Learning Coach/Student (those that may be their own LC) on file.

## Internet Safety Policy

It is the policy of Ohio Digital Learning School to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)].

### Definitions

Key terms are as defined in the Children's Internet Protection Act.

### Access to Inappropriate Material

To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet,



or other forms of electronic communications, access to inappropriate information.

Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.

Subject to staff supervision, technology protection measures may be disabled for adults or, in the case of minors, minimized only for bona fide research or other lawful purposes.

### **Inappropriate Network Usage**

To the extent practical, steps shall be taken to promote the safety and security of users of the Ohio Digital Learning School online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications.

Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

### **Education, Supervision and Monitoring**

It shall be the responsibility of all members of the Ohio Digital Learning School staff to educate, supervise and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, the Neighborhood Children's Internet Protection Act, and the Protecting Children in the 21st Century Act.

The standards and acceptable use of Internet services as set forth in the ODLS Internet Safety Policy student safety regarding:

- Safety on the Internet;
- Appropriate behavior while on online, on social networking Web sites, and in chat rooms; and
- Cyberbullying awareness and response.

## **Student Internet Safety**

Do not reveal personal information about yourself or other person online. For example, you should not reveal your name, home address, telephone number or display photographs of yourself or others to persons outside the school.

Do not agree to meet in person anyone you have met only on the internet and who is not affiliated with ODLS.

ODLS provides Learning Coaches, students and teachers with a yearly internet safety presentation and encourages all to attend.

### **Network Etiquette**

As an ODLS student, you are expected to follow the rules of network etiquette or netiquette. The word netiquette refers to common-sense guidelines for conversing with others online. Please abide by these standards:

- Avoid sarcasm, jargon and slang. Swear words are unacceptable
- Never use derogatory comments, including those regarding race, age, gender, sexual orientation, religion, ability, political persuasion, body type, physical or mental health, or access issues

- Focus your responses on the questions or issues being discussed, not on the individuals involved
- Be constructive with your criticism, not hurtful
- Review your messages before sending them, remove easily misinterpreted language and proofread for typos
- Ready others privacy, don't broadcast online discussions and never reveal other people's email addresses

### Use of Copyrighted Materials

All materials in the course are copyrighted and provided for use exclusively by enrolled ODLS students. Enrolled students may print or photocopy material from the website for their own use, but distribution may result in revoked access to course(s).

Users shall not upload, download, transmit or post copyrighted software or copyrighted materials, materials protected by trade secrets or other protections using ODLS computer resources. This includes copyrighted graphics of cartoon characters or other materials that may appear to be non-copyright protected.

## School Online Accounts

The school online account resources can be found by visiting [www.help.k12.com](http://www.help.k12.com).

## Engageli

Newrow is a rich collaborative environment for online meetings. Teachers will use this tool throughout the year with students and parents. This will provide real-time, remote one-on-one, small group, or large group teaching or training.

**While students are engaged in live web conferencing sessions, such as Engageli, the Ohio Digital Learning School Student Code of Conduct is in effect. Abusive language, profanity, harassment, racial, religious or ethnic slurs, cheating, disruptive behavior, unauthorized access, false information, or threats constitute a violation of the student code and are subject to disciplinary action including suspension and expulsion.**

To participate in Engageli, all users should have speakers on and attached in addition to the Stride K12 provided microphone.

### Tips for Participating in a Engageli Session

#### Preparation

- Find a comfortable place with no distractions
- Prior to joining a session, you must configure your computer for use with Engageli. You can do this at any time prior to the session, even days in advance, but do not wait until the last minute. The pre-configuration process can take up to 30 minutes with an older computer on a dial-up connection.
- This information and more is available from Engageli's Support Web Page at <http://support.Engageli.com/en/>

#### In Session

- Test out your microphone, speakers, and webcam
- Participate in the session by responding to polls and providing feedback to the moderator
- Remember to raise your hand when you have a question or comment when using your microphone

- Use Direct Messaging or Chat to send messages to other participants and the moderator during the session
- Remember that running other applications on your computer can slow your connection to Engageli.

Additional helps and tips for using Engageli for Class Connect may be found at the Stride K12 Customer Care site:  
<https://help.k12.com>

## Additional Policies

For additional information regarding the policies and procedures for ODLS, see the Board Policy Manual for a complete listing of all Board Policies.

## **Additional Board Policies & Family Procedures**

The following policies and procedures are included as part of the ODLS Student & Parent Handbook.

### **Grievance and Dispute Resolution Procedure**

Ohio Digital Learning School (ODLS) is committed to providing students and families with a clear process for addressing concerns, complaints, or disputes. Families are encouraged to first work directly with the staff member involved whenever possible so concerns can be resolved quickly and appropriately.

If a concern cannot be resolved informally, a student, parent, or legal guardian may submit a formal grievance.

#### **Step 1: Submit the Concern**

The student, parent, or legal guardian should submit the concern in writing and include:

Student's full name and Student ID, if available;

Parent/guardian's name and contact information;

A description of the concern or grievance;

The date or approximate date the concern occurred;

The names of any staff members involved, if applicable;

Any steps already taken to resolve the concern; and

The resolution or action being requested.

Written grievances may be submitted by email or through any grievance/dispute resolution form provided by ODLS.

#### **Step 2: School Review**

Once the grievance is received, the appropriate school administrator or designee will review the concern and any supporting information.

The school may contact the student, parent/guardian, staff members, or other individuals involved to gather additional information.

ODLS will make reasonable efforts to provide a written response within ten (10) school days of receiving the grievance. If additional time is needed, the family will be notified.

#### **Step 3: Appeal or Additional Review**

If the student or parent/guardian is not satisfied with the initial response, they may request an additional review by the Head of School or designee.

The request for additional review should be submitted in writing and should explain why the individual disagrees with the original response or believes additional review is needed.

The Head of School or designee will review the original grievance, the school's response, and any additional information submitted.

A final school-level response will be provided following the review.

### **Grievance and Dispute Resolution Form**

ODLS may provide a grievance or dispute resolution form to assist families with submitting concerns. Families may also submit a written grievance containing the information listed above if a form is not available.

Forms may be obtained by contacting the ODLS office or through the school website.

Submitting a grievance will not result in retaliation against a student, parent, guardian, or other individual for raising a good-faith concern.

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## Civil Rights Complaints

ODLS is committed to providing students with equal access to educational programs and activities and prohibits discrimination as required by applicable federal and state law.

Students and families who believe they have experienced discrimination are encouraged to contact ODLS so the school has an opportunity to review and address the concern through its grievance process.

A student, parent, guardian, or other individual may also file a complaint with the **U.S. Department of Education, Office for Civil Rights (OCR)**.

Information about filing an OCR complaint, complaint procedures, applicable deadlines, and current OCR contact information is available through the U.S. Department of Education Office for Civil Rights.

Families may contact the ODLS office for assistance locating the appropriate OCR information or complaint instructions.

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## ODLS Grievance Contact

Questions regarding grievances, dispute resolution, discrimination concerns, or the complaint process may be directed to:

**Laura Houghton**  
**Operations manager**  
Ohio Digital Learning School  
1745 Indian Wood Circle  
Maumee, Ohio  
Phone: 419-740-9007  
Extension: **1000**  
Email: [lhoughton@ohdls.org](mailto:lhoughton@ohdls.org)

Families may also contact the ODLS main office at 419-740-9007 for assistance.

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## Annual Handbook Distribution

The ODLS Student/Parent Handbook will be provided to enrolled students and families each school year.

The handbook may be distributed electronically by email, SchoolMessenger, student or parent portal, or another school communication platform. A current copy will also be made available through the ODLS website or another easily accessible school location.

Families are responsible for reviewing the handbook and are encouraged to contact the school with any questions regarding school policies or procedures.

ODLS will maintain documentation demonstrating annual distribution of the Student/Parent Handbook. Documentation may include distribution emails, communication reports, electronic acknowledgments, or other dated records showing that the handbook was provided to families.

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## Handbook Acknowledgment

By completing the ODLS Student/Parent Handbook acknowledgment, the student and/or parent or legal guardian confirms that they have received or been provided access to the current Student/Parent Handbook and understand that they are responsible for reviewing the policies, procedures, expectations, and information contained within it.

Questions regarding the handbook may be directed to the ODLS office.

# Student Records Policy

220 Ohio Digital Learning School

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

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

To provide appropriate educational services and programming, Ohio Digital Learning School (ODLS) must collect, retain, and use information about individual students. To safeguard students' privacy, ODLS restricts access to students' personally identifiable information.

Student records shall be available only to students, their parents, eligible students, designated school officials, and designated school personnel who have a legitimate educational interest in the information, and to other individuals or organizations as permitted by law.

The term "parents" includes a legal guardian, Learning Coach, or other person standing in loco parentis, such as grandparents or stepparents with whom the child lives, or a person who is legally responsible for the welfare of the child.

The term "eligible student" refers to a student who is eighteen (18) years of age or older, or a student of any age who is enrolled in a postsecondary institution. When a student turns eighteen (18), rights regarding access to the student's education records transfer from the parent to the student. Parents requesting access to the records of an eligible student must have authorization as required by law.

Both parents shall have equal access to the student's academic records unless stipulated otherwise by court order or law. Parents of eligible students may be allowed access to the student's records without the student's consent if the student is considered a dependent under Section 152 of the Internal Revenue Code.

"Legitimate educational interest" shall be defined as a direct or delegated responsibility for helping the student achieve one or more of the educational goals of the School, or when access to the record is necessary for the school official to perform an administrative, supervisory, or instructional task or to perform a service or benefit for the student or the student's family.

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## Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) affords parents and eligible students certain rights with respect to the student's education records. These rights include:

### 1. Right to Inspect and Review Records

Parents and eligible students have the right to inspect and review the student's education records within forty-five (45) days after the School receives a request for access.

Parents or eligible students should submit a written request identifying the record(s) they wish to inspect. The Head of School or designee will arrange for access and notify the parent or eligible student of the time and manner in which the records may be inspected.

### 2. Right to Request Amendment of Records

Parents and eligible students have the right to request an amendment of education records they believe are inaccurate, misleading, or otherwise in violation of the student's privacy rights.

The parent or eligible student should submit a written request clearly identifying the portion of the record they want changed and explaining why they believe it is inaccurate, misleading, or otherwise violates the student's privacy rights.

If ODLS decides not to amend the record as requested, the School will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the requested amendment.

Additional information regarding hearing procedures will be provided when the parent or eligible student is notified of the right to a hearing.

### 3. Right to Consent to Disclosure

Parents and eligible students have the right to provide written consent before ODLS discloses personally identifiable information contained in the student's education records, except to the extent FERPA authorizes disclosure without consent.

A school official may include a person employed by ODLS as an administrator, supervisor, instructor, or support staff member, including health or medical staff; a person serving on the Governing Board; a person or company with whom ODLS has contracted to perform a special task, such as an administrator, attorney, auditor, medical consultant, or therapist; or a parent or student serving on an official committee or assisting another school official in performing their duties.

A school official has a legitimate educational interest when the official needs access to an education record to fulfill their professional responsibilities.

Upon request, ODLS may disclose education records without consent to officials of another school or school district in which a student seeks or intends to enroll, as permitted by FERPA and applicable law.

#### **4. Right to File a FERPA Complaint**

Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by ODLS to comply with FERPA requirements.

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## **Directory Information**

FERPA permits ODLS to designate certain information contained in a student's education record as "directory information." Directory information may be disclosed without prior written consent unless the parent/guardian or eligible student has notified ODLS that they do not want some or all of the designated information disclosed.

ODLS designates the following categories as directory information:

Student's name

Grade level

Dates of attendance

Enrollment status

Participation in officially recognized school activities and programs

Honors and awards received

Date of graduation

Diplomas, certificates, and credentials received

Photographs, videos, or other images of the student when used for school-related purposes, publications, activities, or recognition

ODLS shall use reasonable care when disclosing directory information and shall comply with all applicable federal and state privacy requirements.

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## **Directory Information Opt-Out**

Parents/guardians and eligible students have the right to request that ODLS not disclose some or all of the student's directory information without prior written consent.

ODLS will provide parents/guardians and eligible students with annual notice of the categories of information designated as directory information and provide a reasonable period of time in which they may notify the School that they do not want designated directory information disclosed.

A parent/guardian or eligible student wishing to opt out must submit a written request to ODLS.

### **The request should include:**

Student's full name

Student ID number, if available

Parent/guardian or eligible student's name

A statement requesting that directory information not be disclosed

The specific categories of directory information the individual wishes to restrict, or a statement requesting restriction of all directory information

Signature and date

The request must be submitted within the timeframe identified in ODLS's annual FERPA notice.

Upon receipt, ODLS will document the restriction in the student's record and honor the request in accordance with FERPA and applicable law.

An opt-out of directory information does not prevent ODLS from disclosing information when disclosure is otherwise permitted or required by FERPA or other applicable federal or state law.

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## FERPA School Point of Contact

Questions regarding FERPA, student education records, directory information, requests to inspect or amend records, or requests to opt out of directory information disclosures may be directed to:

**Laura Houghton**

**Operations Manager**

Ohio Digital Learning School

1745 Indian Wood Circle

Maumee, Ohio

Phone: 419-740-9007

Email: **Error! Hyperlink reference not valid.**

The FERPA School Point of Contact will assist parents/guardians and eligible students with questions regarding their FERPA rights and ODLS procedures related to student education records and directory information.

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## Administration of Student Records

The Board of Directors authorizes the administration to:

Provide personally identifiable information to appropriate parties in connection with an emergency when knowledge of the information is necessary to protect the health or safety of the student or other individuals.

Request each person or party requesting access to a student's record to abide by federal and state laws concerning the disclosure of such information.

Report a crime committed by a child with a disability to appropriate authorities and transmit copies of the student's special education and disciplinary records to the authorities as permitted by law.

Forward student records, including applicable disciplinary records, upon request to a public or private school or school district in which a student seeks or intends to enroll, as permitted by law.

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## Personal Information and FERPA Responsibilities

The Head of School, who may delegate certain responsibilities to designated administrators or staff, is responsible for maintaining the personal information systems utilized by ODLS.

The Head of School or designee is responsible for maintaining the confidentiality of directory information when a parent/guardian or eligible student has submitted an opt-out request and for maintaining the confidentiality of other personally identifiable information contained in a student's education record as required by law.

All ODLS personnel and administrators who collect, maintain, use, or otherwise have access to student records must maintain such records in the manner prescribed by law and/or ODLS and its Board of Directors.

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## Annual FERPA Notification

The Head of School or designee shall prepare and provide an annual notice to parents/guardians and eligible students regarding their rights under FERPA.

The annual notice shall inform parents/guardians and eligible students of their rights to:

Inspect and review the student's education records;

Request an amendment of records believed to be inaccurate, misleading, or otherwise in violation of the student's privacy rights;

Consent to disclosures of personally identifiable information except where FERPA permits disclosure without consent;

Request a hearing if ODLS refuses to amend records believed to be inaccurate, misleading, or otherwise in violation of the student's privacy rights;

File a complaint concerning alleged FERPA violations;

Obtain a copy of ODLS's Student Records Policy; and

Limit the disclosure of information ODLS has designated as directory information.

### The annual notice shall also:

Identify the specific categories ODLS designates as directory information;

Explain the parent/guardian's or eligible student's right to opt out of directory information disclosures;

Explain the process for submitting an opt-out request;

Identify the deadline or timeframe for submitting an opt-out request; and

Provide the name, title, physical address, phone number, and email address of the ODLS FERPA School Point of Contact.

The annual notice may be distributed electronically, posted online, included in the Student Handbook, and/or provided through another method reasonably designed to inform parents/guardians and eligible students of their rights.

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## Authorized Access to Personally Identifiable Information

The Head of School or designee shall maintain and post a current listing of employees and other persons who are authorized to access personally identifiable information and provide public inspection of such listing as required.

The Head of School shall also maintain a listing of the types and locations of records collected, maintained, or used by ODLS. This information shall be provided to parents/eligible students upon request.

The Head of School or designee shall obtain written and detailed consent from parents/eligible students prior to disclosure of student records when consent is required.

### Such consent shall identify:

The records that may be disclosed;

The purpose for which disclosure may be made; and

The individual or organization to whom the disclosure may be made.

Prior consent will not be required when disclosure without consent is authorized by FERPA, Board policy, or other applicable law.

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## Parent/Eligible Student Disclosure, Inspection, and Review of Records

The Head of School or designee shall permit parents/eligible students, upon request, to inspect and review records relating to the student's education and maintained by ODLS.

The Head of School or designee may establish reasonable procedures governing such access consistent with applicable laws, regulations, and School policies.

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## **Third-Party Disclosure, Inspection, Review, and Copies of Records**

When authorized, the Head of School or designee shall permit inspection and review of a student's education records, disclose specified information, or provide copies of education records only in accordance with FERPA and applicable law.

A party receiving information from an education record may not redisclose personally identifiable information except as authorized by FERPA or with appropriate consent.

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## **Amendment of Records**

The Head of School shall provide parents/eligible students with the opportunity to request an amendment when they believe information contained in the student's education record is inaccurate, misleading, or otherwise violates the student's privacy rights.

Upon receipt of a written request to amend records, the Head of School shall determine whether the record should be amended and inform the parent/eligible student of the decision and their right to a hearing if the request is denied.

If a hearing is requested, the President of the Board of Directors shall select a hearing officer who does not have a direct interest in the outcome of the hearing.

The hearing officer shall arrange a hearing within ten (10) business days at a mutually agreed-upon time and manner.

Parents/eligible students may present evidence relevant to the issues and may be assisted or represented by individuals of their choice, including an attorney, at their own expense.

The hearing officer shall be responsible for maintaining the student's records during the appeal process so that no information is lost or destroyed.

Within ten (10) business days following the conclusion of the hearing, the hearing officer shall provide a summary and findings to the President of the Board or designee.

Based upon review of the report, the President of the Board or designee shall provide the parent/eligible student with the decision and justification.

If the parent/eligible student disagrees with the decision, they may submit a statement explaining their disagreement, which shall be maintained with the contested record.

If an amendment is made, the Head of School shall provide written confirmation that the amendment has taken place.

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## **Emergency Release**

The Head of School or designee may release personally identifiable information without parent/eligible student consent to appropriate parties in connection with a health or safety emergency when knowledge of the information is necessary to protect the health or safety of the student or other individuals, as permitted by FERPA.

Upon receipt of a request for emergency information, the Head of School or designee shall determine whether the circumstances constitute a health or safety emergency and respond in accordance with applicable law.

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## **Transfer of Records to Other Public and Private Schools and School Districts**

Student records, including applicable disciplinary records regarding current suspensions and expulsions, shall be transferred in accordance with applicable state and federal requirements.

Records shall not be withheld by ODLS because of a student's failure to pay fees, fines, or other charges imposed by ODLS when prohibited by law.

The Head of School or designee may transfer a student's records to another public or private school or school district in which the student is enrolled, seeks or intends to enroll, or is instructed to enroll on a full-time or part-time basis.

If parents/eligible students request a copy of records being transferred, ODLS shall provide access or copies as required by law.

If a student is under the care of a shelter for victims of domestic violence or is otherwise subject to special confidentiality protections, release of information shall be limited as required by law.

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## Disclosure for Student Financial Aid

The Head of School or designee may release student information without parental consent regarding financial aid for which a student has applied or which a student has received when permitted by FERPA.

Personally identifiable information from the student's education records may be used only as permitted by law, including to:

Determine the student's eligibility for financial aid;

Determine the amount of financial aid;

Determine conditions imposed regarding financial aid; and/or

Enforce the terms or conditions of financial aid.

Financial aid means a payment of funds provided to an individual, or a payment in kind of tangible or intangible property to the individual, that is conditioned on the individual's attendance at an educational agency or institution.

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## Disclosure for Purposes of Marketing or Selling Information

ODLS does not permit the collection, disclosure, or use of personal information collected from students for marketing purposes or for selling that information, or otherwise providing that information to others for such purposes, except as otherwise permitted by applicable law.

For purposes of this section, personal information includes individually identifiable information, including:

A student's or parent's first and last name;

A home or other physical address, including street name and city or town;

A telephone number; or

A Social Security identification number.

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**Policy:** 220 – Student Records Policy  
**Ohio Digital Learning School**

**Board Approved:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Last Revised:** \_\_\_\_\_

# **Board Policy – School-Sponsored Student Activities and Clubs**

## **Policy Statement**

Ohio Digital Learning School (ODLS) recognizes that student clubs and school-sponsored activities enhance student engagement, leadership, academic success, and school connectedness. The Board of Directors authorizes the establishment of student organizations and extracurricular activities that support the educational mission of the school and comply with applicable federal law, Ohio law, sponsor requirements, and Board policy.

This policy shall be administered in accordance with Ohio Revised Code 3313.535 and all other applicable state and federal laws.

### **Definitions**

## **School-Sponsored Activity**

An activity, organization, competition, event, or program that is approved by the school and supervised by a designated staff member.

## **Student Club**

A voluntary student organization approved by the school for educational, service, leadership, academic, cultural, career, or recreational purposes.

## **Sponsor (Advisor)**

A school employee or Board-approved volunteer responsible for supervising the club or activity.

## **Student Eligibility**

To participate in school-sponsored activities or clubs, students must:

- Be currently enrolled at Ohio Digital Learning School.
- Remain in good standing with school attendance and engagement expectations.
- Follow the Student Code of Conduct.
- Meet any additional eligibility requirements established for a specific activity (such as academic eligibility, auditions, certifications, or competition requirements).
- Maintain appropriate behavior during all meetings, events, and communications.

The school may temporarily suspend participation for disciplinary, safety, or eligibility concerns.

## **Club Sponsor Requirements**

Each school-sponsored activity or club shall have an approved sponsor.

## **Sponsors must:**

- Be a school employee or Board-approved volunteer.

- Complete all required background checks when applicable.
- Complete required annual school training.
- Follow all Board policies and school procedures.
- Maintain appropriate supervision of students.
- Ensure activities provide a safe and inclusive environment.
- Report safety concerns or misconduct immediately.
- Maintain attendance or participation records when required.
- Ensure school resources are used appropriately.
- Communicate with students using school-approved communication methods.

Sponsors may not delegate supervision responsibilities to individuals who have not been approved by the school.

## **Sponsor Responsibilities**

Sponsors are responsible for:

- Planning and supervising meetings.
- Monitoring student conduct.
- Promoting positive student engagement.
- Following financial procedures when fundraising or collecting funds.
- Coordinating events with school administration.
- Maintaining required documentation.
- Reporting injuries, incidents, or concerns immediately.
- Ensuring compliance with all school policies.

## **Formation of Student Clubs**

Students or staff wishing to establish a new club must submit a proposal to school administration.

The proposal shall include:

- Club name
- Purpose and objectives
- Expected student interest
- Proposed sponsor
- Planned meeting schedule
- Planned activities
- Safety considerations
- Funding needs, if applicable

The administration will review all proposals to ensure they:

- Support the educational mission of the school.

- Comply with state and federal law.
- Meet school safety expectations.
- Have adequate supervision.
- Do not duplicate existing programs unnecessarily.

Final approval shall be granted by the Head of School or designee.

## Club Operations

Approved clubs shall:

- Operate under school supervision.
- Meet only at approved times.
- Follow all Board policies and the Student Code of Conduct.
- Use only approved communication platforms.
- Obtain administrative approval before school-sponsored events, travel, or fundraising.
- Maintain records requested by the school.

## Student Conduct

Students participating in clubs or activities shall:

- Demonstrate respectful behavior.
- Follow all school rules.
- Comply with technology and social media policies.
- Respect the rights of other participants.
- Follow sponsor directions.
- Report unsafe or inappropriate behavior.

Violations may result in disciplinary action and/or removal from participation.

## Annual Review

The Board shall review this policy annually to ensure continued compliance with:

- Ohio Revised Code
- Ohio Department of Education and Workforce requirements
- Sponsor requirements
- Applicable federal regulations
- Current school operational practices

Any revisions shall be approved by the Board and documented in the official Board minutes.

## Record Retention

The school shall maintain documentation related to:

- Board approval of this policy
- Annual policy reviews
- Club applications
- Club approvals
- Sponsor assignments
- Background check verification
- Meeting records, when applicable
- Required training documentation

Records shall be maintained in accordance with the school's Records Retention Policy.

## **Legal Reference**

- Ohio Revised Code 3313.535
- Applicable federal and state nondiscrimination laws
- Ohio Digital Learning School Student Handbook
- Ohio Digital Learning School Board Policies

**Client Information:**

OHIO DIGITAL LEARNING SCHOOL  
 1745 INDIAN WOOD CIR  
 MAUMEE, OH 435374042  
 Phone: (855)827-3613  
 Fax:  
 Contact:

Client/Version No.: **4547200-30-1-R**  
 Date: 04/10/2026  
 Print Date: 08/20/2026  
 Business: Charter School

Client Associated Subclients: **4547200, 4547201**

HR360

Benefit Package: **Freedom Classic Choice - U**  
 Life and AD&D: **Auto Enroll**  
 Basic STD and LTD: **Auto Enroll**

| Coverage Group/Coverage Option        | Employee Monthly Contribution |                   |                  |                     |                   |
|---------------------------------------|-------------------------------|-------------------|------------------|---------------------|-------------------|
|                                       | Employee Only                 | Employee + Spouse | Employee + Child | Employee + Children | Employee + Family |
| 500 Deductible 80%                    | 126.98                        | 454.11            | 411.20           | 411.20              | 670.70            |
| # of Enrollment                       | 9                             | 1                 | 1                | 0                   | 5                 |
| 1000 Deductible                       | 123.88                        | 441.76            | 399.66           | 399.66              | 651.88            |
| # of Enrollment                       | 3                             | 0                 | 0                | 0                   | 1                 |
| 1500 Deductible                       | 118.05                        | 420.31            | 380.43           | 380.43              | 620.50            |
| # of Enrollment                       | 3                             | 0                 | 0                | 0                   | 0                 |
| 2500 Deductible                       | 109.83                        | 394.20            | 355.53           | 355.53              | 581.03            |
| # of Enrollment                       | 0                             | 0                 | 0                | 0                   | 0                 |
| 6000 Deductible                       | 103.17                        | 367.68            | 332.05           | 332.05              | 543.17            |
| # of Enrollment                       | 0                             | 0                 | 0                | 1                   | 1                 |
| 2000 Primary Advantage CP             | 100.78                        | 359.99            | 325.98           | 325.98              | 531.44            |
| # of Enrollment                       | 0                             | 0                 | 0                | 0                   | 0                 |
| 4500 Primary Advantage CP             | 96.74                         | 346.02            | 312.82           | 312.82              | 510.59            |
| # of Enrollment                       | 0                             | 0                 | 0                | 0                   | 0                 |
| 5000 Primary Advantage CP             | 89.35                         | 318.90            | 287.93           | 287.93              | 469.50            |
| # of Enrollment                       | 0                             | 0                 | 0                | 2                   | 0                 |
| 1700 Deductible - HDHP (1750 in 2027) | 120.43                        | 430.02            | 388.12           | 388.12              | 633.05            |
| # of Enrollment                       | 1                             | 0                 | 0                | 0                   | 2                 |
| 3400 Deductible - HDHP (3500 in 2027) | 101.26                        | 361.20            | 327.20           | 327.20              | 534.47            |
| # of Enrollment                       | 1                             | 0                 | 0                | 0                   | 0                 |
| 5000 Deductible - HDHP                | 90.19                         | 321.12            | 290.15           | 290.15              | 475.16            |
| # of Enrollment                       | 0                             | 0                 | 0                | 0                   | 1                 |
| 50 Deductible Dental and Vision       | 5.50                          | 21.40             | 21.80            | 21.80               | 33.20             |
| # of Enrollment                       | 17                            | 1                 | 1                | 3                   | 12                |

**Client Information:**

OHIO DIGITAL LEARNING SCHOOL  
1745 INDIAN WOOD CIR  
MAUMEE, OH 435374042  
Phone: (855)827-3613  
Fax:  
Contact:

Client/Version No.: **4547200-30-1-R**  
Date: 04/10/2026  
Print Date: 08/20/2026  
Business: Charter School

Client Associated Subclients: **4547200, 4547201**

HR360

Benefit Package: **Freedom Classic Choice - U**  
Life and AD&D: **Auto Enroll**  
Basic STD and LTD: **Auto Enroll**

| Group No.     | Group Name | No. of Employees | Service Fee Percentage* | Annual Payroll \$     |
|---------------|------------|------------------|-------------------------|-----------------------|
| 0             | UNASSIGNED | 51               | 43.93%                  | \$2,228,539.92        |
| <b>Total:</b> |            | <b>51</b>        | <b>43.93%</b>           | <b>\$2,228,539.92</b> |
| Full Time:    |            | 50               |                         |                       |
| Part Time:    |            | 1                |                         |                       |
| Seasonal:     |            | 0                |                         |                       |

\*Composite Service Fee Percentage. The Insperity service fee percentages ("Service Fee Percentages") are established for each employee (Staff) based upon a number of factors and estimates regarding, but not limited to, the following: a) information provided by the Client on Schedule A, b) federal and state statutory requirements including taxes and fees, c) insurance costs, and d) professional services and administrative fees (together "Insperity Allocations"). Any changes in the Schedule A information provided by the Client (including payroll amounts, additions or reductions in Staff, individual employee benefit elections, or workers' compensation codes or location), any changes in Insperity's employer tax requirements, and any statutory changes required by law shall be reflected in the individual Service Fee Percentages for each Staff as they occur and may result in a change to the composite Service Fee Percentage. Each pay period Client shall pay Insperity the total service fee ("Total Service Fee"). The Total Service Fee is comprised of the actual gross payroll of Staff during such pay period plus the applicable Service Fee Percentage for each Staff multiplied by the gross payroll for each Staff, plus any other charges related to services provided to Client including, but not limited to, allocations for medical costs and professional services and administrative fees relating to Staff who do not receive an Insperity payroll check for that payroll period. All charges shall be reflected on the Insperity invoice.

Please note that to the extent that the language set forth above conflicts with the language contained in the Insperity Client Service Agreement ("Agreement") including any related addenda that are executed by you, the actual language contained in such Agreement and any related addenda shall control. Client acknowledges and agrees that the respective obligations of the parties are subject to the specific terms and conditions addressing applicable laws and other terms and conditions applicable to the Agreement set forth at [https://portal.insperity.com/pcms/client\\_service\\_agreement\\_terms\\_conditions](https://portal.insperity.com/pcms/client_service_agreement_terms_conditions) (login required) or available upon request, as revised from time to time. Client's continued use of Insperity's services indicate acceptance of these terms.

**Special Provisions:**

Rate Schedule Effective From: \_\_\_\_\_ through \_\_\_\_\_.

**FOR INSPERITY:**

Name:  
Title: Authorized Pricing Officer

**FOR CLIENT:**

Name:  
Title:

MEDICAL ALLOCATION REPORT

OHIO DIGITAL LEARNING SCHOOL

Bid / Version    4547200 - 30 -R

Benefit Plan: Freedom Classic Choice

Bundled: N

|                           | Current<br>Monthly<br>Alloc. | Current<br>Employee<br>Contr. | Current<br>Monthly<br>Client<br>Payment | % Client<br>Payment | Annual Client<br>Payment | Total amount<br>collected |                           | New<br>Monthly<br>Alloc. | New<br>Monthly<br>Employee<br>Contr. | New<br>Monthly<br>Client<br>Payment | % Client<br>Payment | Annual Client<br>Payment | Total amount<br>collected | Monthly<br>Alloc.<br>+/- | Monthly<br>Employee<br>Contri.<br>+/- | No. EES<br>Electing<br>Covg. | % increase |
|---------------------------|------------------------------|-------------------------------|-----------------------------------------|---------------------|--------------------------|---------------------------|---------------------------|--------------------------|--------------------------------------|-------------------------------------|---------------------|--------------------------|---------------------------|--------------------------|---------------------------------------|------------------------------|------------|
| -                         |                              |                               |                                         |                     |                          |                           |                           |                          |                                      |                                     |                     |                          |                           |                          |                                       |                              |            |
| -                         |                              |                               |                                         |                     |                          |                           |                           |                          |                                      |                                     |                     |                          |                           |                          |                                       |                              |            |
| 500 Deductible 80%        |                              |                               |                                         |                     |                          |                           | 500 Deductible 80%        |                          |                                      |                                     |                     |                          |                           |                          |                                       |                              |            |
| Employee Only             | \$991.71                     | \$99.17                       | \$892.54                                | 90.00%              | \$96,394.32              | \$107,104.68              | Employee Only             | \$1,269.79               | \$126.98                             | \$1,142.81                          | 90.00%              | \$123,423.48             | \$137,137.32              | \$278.08                 | \$27.81                               | 9                            | 28.04%     |
| Emp. + Spouse             | \$2,086.37                   | \$417.27                      | \$1,669.10                              | 80.00%              | \$20,029.20              | \$25,036.44               | Emp. + Spouse             | \$2,671.24               | \$454.11                             | \$2,217.13                          | 83.00%              | \$26,605.55              | \$32,054.88               | \$584.87                 | \$36.84                               | 1                            | 28.03%     |
| Emp. + Child              | \$1,887.91                   | \$377.58                      | \$1,510.33                              | 80.00%              | \$18,123.96              | \$22,654.92               | Emp. + Child              | \$2,418.82               | \$411.20                             | \$2,007.62                          | 83.00%              | \$24,091.45              | \$29,025.84               | \$530.91                 | \$33.62                               | 1                            | 28.12%     |
| Emp. + Children           | \$1,887.91                   | \$377.58                      | \$1,510.33                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Children           | \$2,418.82               | \$411.20                             | \$2,007.62                          | 83.00%              | \$0.00                   | \$0.00                    | \$530.91                 | \$33.62                               | 0                            | 28.12%     |
| Emp. + Family             | \$3,080.74                   | \$616.15                      | \$2,464.59                              | 80.00%              | \$147,875.40             | \$184,844.40              | Emp. + Family             | \$3,945.29               | \$670.70                             | \$3,274.59                          | 83.00%              | \$196,475.44             | \$236,717.40              | \$864.55                 | \$54.55                               | 5                            | 28.06%     |
| -                         |                              |                               |                                         |                     |                          |                           |                           |                          |                                      |                                     |                     |                          |                           |                          |                                       |                              |            |
| 1000 Deductible           |                              |                               |                                         |                     |                          |                           | 1000 Deductible           |                          |                                      |                                     |                     |                          |                           |                          |                                       |                              |            |
| Employee Only             | \$967.43                     | \$96.74                       | \$870.69                                | 90.00%              | \$31,344.84              | \$34,827.48               | Employee Only             | \$1,238.83               | \$123.88                             | \$1,114.95                          | 90.00%              | \$40,138.20              | \$44,597.88               | \$271.40                 | \$27.14                               | 3                            | 28.05%     |
| Emp. + Spouse             | \$2,028.31                   | \$405.66                      | \$1,622.65                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Spouse             | \$2,598.61               | \$441.76                             | \$2,156.85                          | 83.00%              | \$0.00                   | \$0.00                    | \$570.30                 | \$36.10                               | 0                            | 28.12%     |
| Emp. + Child              | \$1,836.19                   | \$367.24                      | \$1,468.95                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Child              | \$2,350.94               | \$399.66                             | \$1,951.28                          | 83.00%              | \$0.00                   | \$0.00                    | \$514.75                 | \$32.42                               | 0                            | 28.03%     |
| Emp. + Children           | \$1,836.19                   | \$367.24                      | \$1,468.95                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Children           | \$2,350.94               | \$399.66                             | \$1,951.28                          | 83.00%              | \$0.00                   | \$0.00                    | \$514.75                 | \$32.42                               | 0                            | 28.03%     |
| Emp. + Family             | \$2,994.18                   | \$598.84                      | \$2,395.34                              | 80.00%              | \$28,744.08              | \$35,930.16               | Emp. + Family             | \$3,834.56               | \$651.88                             | \$3,182.68                          | 83.00%              | \$38,192.22              | \$46,014.72               | \$840.38                 | \$53.04                               | 1                            | 28.07%     |
| -                         |                              |                               |                                         |                     |                          |                           |                           |                          |                                      |                                     |                     |                          |                           |                          |                                       |                              |            |
| 1500 Deductible           |                              |                               |                                         |                     |                          |                           | 1500 Deductible           |                          |                                      |                                     |                     |                          |                           |                          |                                       |                              |            |
| Employee Only             | \$922.04                     | \$92.20                       | \$829.84                                | 90.00%              | \$29,874.24              | \$33,193.44               | Employee Only             | \$1,180.48               | \$118.05                             | \$1,062.43                          | 90.00%              | \$38,247.48              | \$42,497.28               | \$258.44                 | \$25.85                               | 3                            | 28.03%     |
| Emp. + Spouse             | \$1,930.14                   | \$386.03                      | \$1,544.11                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Spouse             | \$2,472.39               | \$420.31                             | \$2,052.08                          | 83.00%              | \$0.00                   | \$0.00                    | \$542.25                 | \$34.28                               | 0                            | 28.09%     |
| Emp. + Child              | \$1,747.52                   | \$349.50                      | \$1,398.02                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Child              | \$2,237.82               | \$380.43                             | \$1,857.39                          | 83.00%              | \$0.00                   | \$0.00                    | \$490.30                 | \$30.93                               | 0                            | 28.06%     |
| Emp. + Children           | \$1,747.52                   | \$349.50                      | \$1,398.02                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Children           | \$2,237.82               | \$380.43                             | \$1,857.39                          | 83.00%              | \$0.00                   | \$0.00                    | \$490.30                 | \$30.93                               | 0                            | 28.06%     |
| Emp. + Family             | \$2,849.57                   | \$569.91                      | \$2,279.66                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Family             | \$3,649.99               | \$620.50                             | \$3,029.49                          | 83.00%              | \$0.00                   | \$0.00                    | \$800.42                 | \$50.59                               | 0                            | 28.09%     |
| -                         |                              |                               |                                         |                     |                          |                           |                           |                          |                                      |                                     |                     |                          |                           |                          |                                       |                              |            |
| 2500 Deductible           |                              |                               |                                         |                     |                          |                           | 2500 Deductible           |                          |                                      |                                     |                     |                          |                           |                          |                                       |                              |            |
| Employee Only             | \$858.70                     | \$85.87                       | \$772.83                                | 90.00%              | \$0.00                   | \$0.00                    | Employee Only             | \$1,098.33               | \$109.83                             | \$988.50                            | 90.00%              | \$0.00                   | \$0.00                    | \$239.63                 | \$23.96                               | 0                            | 27.91%     |
| Emp. + Spouse             | \$1,810.85                   | \$362.17                      | \$1,448.68                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Spouse             | \$2,318.80               | \$394.20                             | \$1,924.60                          | 83.00%              | \$0.00                   | \$0.00                    | \$507.95                 | \$32.03                               | 0                            | 28.05%     |
| Emp. + Child              | \$1,632.45                   | \$326.49                      | \$1,305.96                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Child              | \$2,091.37               | \$355.53                             | \$1,735.84                          | 83.00%              | \$0.00                   | \$0.00                    | \$458.92                 | \$29.04                               | 0                            | 28.11%     |
| Emp. + Children           | \$1,632.45                   | \$326.49                      | \$1,305.96                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Children           | \$2,091.37               | \$355.53                             | \$1,735.84                          | 83.00%              | \$0.00                   | \$0.00                    | \$458.92                 | \$29.04                               | 0                            | 28.11%     |
| Emp. + Family             | \$2,669.05                   | \$533.81                      | \$2,135.24                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Family             | \$3,417.81               | \$581.03                             | \$2,836.78                          | 83.00%              | \$0.00                   | \$0.00                    | \$748.76                 | \$47.22                               | 0                            | 28.05%     |
| -                         |                              |                               |                                         |                     |                          |                           |                           |                          |                                      |                                     |                     |                          |                           |                          |                                       |                              |            |
| 6000 Deductible           |                              |                               |                                         |                     |                          |                           | 6000 Deductible           |                          |                                      |                                     |                     |                          |                           |                          |                                       |                              |            |
| Employee Only             | \$805.92                     | \$80.59                       | \$725.33                                | 90.00%              | \$0.00                   | \$0.00                    | Employee Only             | \$1,031.65               | \$103.17                             | \$928.48                            | 90.00%              | \$0.00                   | \$0.00                    | \$225.73                 | \$22.58                               | 0                            | 28.01%     |
| Emp. + Spouse             | \$1,688.40                   | \$337.68                      | \$1,350.72                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Spouse             | \$2,162.82               | \$367.68                             | \$1,795.14                          | 83.00%              | \$0.00                   | \$0.00                    | \$474.42                 | \$30.00                               | 0                            | 28.10%     |
| Emp. + Child              | \$1,525.84                   | \$305.17                      | \$1,220.67                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Child              | \$1,953.25               | \$332.05                             | \$1,621.20                          | 83.00%              | \$0.00                   | \$0.00                    | \$427.41                 | \$26.88                               | 0                            | 28.01%     |
| Emp. + Children           | \$1,525.84                   | \$305.17                      | \$1,220.67                              | 80.00%              | \$14,648.04              | \$18,310.08               | Emp. + Children           | \$1,953.25               | \$332.05                             | \$1,621.20                          | 83.00%              | \$19,454.37              | \$23,439.00               | \$427.41                 | \$26.88                               | 1                            | 28.01%     |
| Emp. + Family             | \$2,494.88                   | \$498.98                      | \$1,995.90                              | 80.00%              | \$23,950.80              | \$29,938.56               | Emp. + Family             | \$3,195.15               | \$543.18                             | \$2,651.97                          | 83.00%              | \$31,823.69              | \$38,341.80               | \$700.27                 | \$44.20                               | 1                            | 28.07%     |
| -                         |                              |                               |                                         |                     |                          |                           |                           |                          |                                      |                                     |                     |                          |                           |                          |                                       |                              |            |
| 2000 Primary Advantage CP |                              |                               |                                         |                     |                          |                           | 2000 Primary Advantage CP |                          |                                      |                                     |                     |                          |                           |                          |                                       |                              |            |
| Employee Only             | \$786.92                     | \$78.69                       | \$708.23                                | 90.00%              | \$0.00                   | \$0.00                    | Employee Only             | \$1,007.83               | \$100.78                             | \$907.05                            | 90.00%              | \$0.00                   | \$0.00                    | \$220.91                 | \$22.09                               | 0                            | 28.07%     |
| Emp. + Spouse             | \$1,653.57                   | \$330.71                      | \$1,322.86                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Spouse             | \$2,117.56               | \$359.99                             | \$1,757.57                          | 83.00%              | \$0.00                   | \$0.00                    | \$463.99                 | \$29.28                               | 0                            | 28.06%     |
| Emp. + Child              | \$1,496.28                   | \$299.26                      | \$1,197.02                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Child              | \$1,917.52               | \$325.98                             | \$1,591.54                          | 83.00%              | \$0.00                   | \$0.00                    | \$421.24                 | \$26.72                               | 0                            | 28.15%     |
| Emp. + Children           | \$1,496.28                   | \$299.26                      | \$1,197.02                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Children           | \$1,917.52               | \$325.98                             | \$1,591.54                          | 83.00%              | \$0.00                   | \$0.00                    | \$421.24                 | \$26.72                               | 0                            | 28.15%     |
| Emp. + Family             | \$2,441.05                   | \$488.21                      | \$1,952.84                              | 80.00%              | \$0.00                   | \$0.00                    | Emp. + Family             | \$3,126.09               | \$531.44                             | \$2,594.65                          | 83.00%              | \$0.00                   | \$0.00                    | \$685.04                 | \$43.23                               | 0                            | 28.06%     |

|                                 |            |          |            |        |             |             |                           |            |          |            |        |              |             |              |         |    |        |  |  |
|---------------------------------|------------|----------|------------|--------|-------------|-------------|---------------------------|------------|----------|------------|--------|--------------|-------------|--------------|---------|----|--------|--|--|
| 4500 Primary Advantage CP       |            |          |            |        |             |             | 4500 Primary Advantage CP |            |          |            |        |              |             |              |         |    |        |  |  |
| Employee Only                   | \$756.31   | \$75.63  | \$680.68   | 90.00% | \$0.00      | \$0.00      | Employee Only             | \$967.35   | \$96.74  | \$870.61   | 90.00% | \$0.00       | \$0.00      | \$211.04     | \$21.11 | 0  | 27.90% |  |  |
| Emp. + Spouse                   | \$1,589.18 | \$317.84 | \$1,271.34 | 80.00% | \$0.00      | \$0.00      | Emp. + Spouse             | \$2,035.41 | \$346.02 | \$1,689.39 | 83.00% | \$0.00       | \$0.00      | \$446.23     | \$28.18 | 0  | 28.08% |  |  |
| Emp. + Child                    | \$1,437.17 | \$287.43 | \$1,149.74 | 80.00% | \$0.00      | \$0.00      | Emp. + Child              | \$1,840.13 | \$312.82 | \$1,527.31 | 83.00% | \$0.00       | \$0.00      | \$402.96     | \$25.39 | 0  | 28.04% |  |  |
| Emp. + Children                 | \$1,437.17 | \$287.43 | \$1,149.74 | 80.00% | \$0.00      | \$0.00      | Emp. + Children           | \$1,840.13 | \$312.82 | \$1,527.31 | 83.00% | \$0.00       | \$0.00      | \$402.96     | \$25.39 | 0  | 28.04% |  |  |
| Emp. + Family                   | \$2,344.99 | \$469.00 | \$1,875.99 | 80.00% | \$0.00      | \$0.00      | Emp. + Family             | \$3,003.45 | \$510.59 | \$2,492.86 | 83.00% | \$0.00       | \$0.00      | \$658.46     | \$41.59 | 0  | 28.08% |  |  |
| -                               |            |          |            |        |             |             |                           |            |          |            |        |              |             |              |         |    |        |  |  |
| 5000 Primary Advantage CP       |            |          |            |        |             |             | 5000 Primary Advantage CP |            |          |            |        |              |             |              |         |    |        |  |  |
| Employee Only                   | \$697.20   | \$69.72  | \$627.48   | 90.00% | \$0.00      | \$0.00      | Employee Only             | \$893.53   | \$89.35  | \$804.18   | 90.00% | \$0.00       | \$0.00      | \$196.33     | \$19.63 | 0  | 28.16% |  |  |
| Emp. + Spouse                   | \$1,463.57 | \$292.71 | \$1,170.86 | 80.00% | \$0.00      | \$0.00      | Emp. + Spouse             | \$1,875.86 | \$318.90 | \$1,556.96 | 83.00% | \$0.00       | \$0.00      | \$412.29     | \$26.19 | 0  | 28.17% |  |  |
| Emp. + Child                    | \$1,322.12 | \$264.42 | \$1,057.70 | 80.00% | \$0.00      | \$0.00      | Emp. + Child              | \$1,693.68 | \$287.93 | \$1,405.75 | 83.00% | \$0.00       | \$0.00      | \$371.56     | \$23.51 | 0  | 28.10% |  |  |
| Emp. + Children                 | \$1,322.12 | \$264.42 | \$1,057.70 | 80.00% | \$25,384.80 | \$31,730.88 | Emp. + Children           | \$1,693.68 | \$287.93 | \$1,405.75 | 83.00% | \$33,738.11  | \$40,648.32 | \$371.56     | \$23.51 | 2  | 28.10% |  |  |
| Emp. + Family                   | \$2,157.09 | \$431.42 | \$1,725.67 | 80.00% | \$0.00      | \$0.00      | Emp. + Family             | \$2,761.74 | \$469.50 | \$2,292.24 | 83.00% | \$0.00       | \$0.00      | \$604.65     | \$38.08 | 0  | 28.03% |  |  |
| -                               |            |          |            |        |             |             |                           |            |          |            |        |              |             |              |         |    |        |  |  |
| 1700 Deductible - HDHP          |            |          |            |        |             |             | 1700 Deductible - HDHP    |            |          |            |        |              |             |              |         |    |        |  |  |
| Employee Only                   | \$939.98   | \$94.00  | \$845.98   | 90.00% | \$10,151.76 | \$11,279.76 | Employee Only             | \$1,204.30 | \$120.43 | \$1,083.87 | 90.00% | \$13,006.44  | \$14,451.60 | \$264.32     | \$26.43 | 1  | 28.12% |  |  |
| Emp. + Spouse                   | \$1,974.47 | \$394.89 | \$1,579.58 | 80.00% | \$0.00      | \$0.00      | Emp. + Spouse             | \$2,529.55 | \$430.02 | \$2,099.53 | 83.00% | \$0.00       | \$0.00      | \$555.08     | \$35.13 | 0  | 28.11% |  |  |
| Emp. + Child                    | \$1,782.35 | \$356.47 | \$1,425.88 | 80.00% | \$0.00      | \$0.00      | Emp. + Child              | \$2,283.07 | \$388.12 | \$1,894.95 | 83.00% | \$0.00       | \$0.00      | \$500.72     | \$31.65 | 0  | 28.09% |  |  |
| Emp. + Children                 | \$1,782.35 | \$356.47 | \$1,425.88 | 80.00% | \$0.00      | \$0.00      | Emp. + Children           | \$2,283.07 | \$388.12 | \$1,894.95 | 83.00% | \$0.00       | \$0.00      | \$500.72     | \$31.65 | 0  | 28.09% |  |  |
| Emp. + Family                   | \$2,907.62 | \$581.52 | \$2,326.10 | 80.00% | \$55,826.40 | \$69,782.88 | Emp. + Family             | \$3,723.82 | \$633.05 | \$3,090.77 | 83.00% | \$74,178.49  | \$89,371.68 | \$816.20     | \$51.53 | 2  | 28.07% |  |  |
| -                               |            |          |            |        |             |             |                           |            |          |            |        |              |             |              |         |    |        |  |  |
| 3400 Deductible - HDHP          |            |          |            |        |             |             | 3400 Deductible - HDHP    |            |          |            |        |              |             |              |         |    |        |  |  |
| Employee Only                   | \$791.14   | \$79.11  | \$712.03   | 90.00% | \$8,544.36  | \$9,493.68  | Employee Only             | \$1,012.60 | \$101.26 | \$911.34   | 90.00% | \$10,936.08  | \$12,151.20 | \$221.46     | \$22.15 | 1  | 27.99% |  |  |
| Emp. + Spouse                   | \$1,658.84 | \$331.77 | \$1,327.07 | 80.00% | \$0.00      | \$0.00      | Emp. + Spouse             | \$2,124.71 | \$361.20 | \$1,763.51 | 83.00% | \$0.00       | \$0.00      | \$465.87     | \$29.43 | 0  | 28.08% |  |  |
| Emp. + Child                    | \$1,502.61 | \$300.52 | \$1,202.09 | 80.00% | \$0.00      | \$0.00      | Emp. + Child              | \$1,924.68 | \$327.20 | \$1,597.48 | 83.00% | \$0.00       | \$0.00      | \$422.07     | \$26.68 | 0  | 28.09% |  |  |
| Emp. + Children                 | \$1,502.61 | \$300.52 | \$1,202.09 | 80.00% | \$0.00      | \$0.00      | Emp. + Children           | \$1,924.68 | \$327.20 | \$1,597.48 | 83.00% | \$0.00       | \$0.00      | \$422.07     | \$26.68 | 0  | 28.09% |  |  |
| Emp. + Family                   | \$2,453.71 | \$490.74 | \$1,962.97 | 80.00% | \$0.00      | \$0.00      | Emp. + Family             | \$3,143.95 | \$534.47 | \$2,609.48 | 83.00% | \$0.00       | \$0.00      | \$690.24     | \$43.73 | 0  | 28.13% |  |  |
| -                               |            |          |            |        |             |             |                           |            |          |            |        |              |             |              |         |    |        |  |  |
| 5000 Deductible - HDHP          |            |          |            |        |             |             | 5000 Deductible - HDHP    |            |          |            |        |              |             |              |         |    |        |  |  |
| Employee Only                   | \$704.59   | \$70.46  | \$634.13   | 90.00% | \$0.00      | \$0.00      | Employee Only             | \$901.86   | \$90.19  | \$811.67   | 90.00% | \$0.00       | \$0.00      | \$197.27     | \$19.73 | 0  | 28.00% |  |  |
| Emp. + Spouse                   | \$1,475.18 | \$295.04 | \$1,180.14 | 80.00% | \$0.00      | \$0.00      | Emp. + Spouse             | \$1,888.95 | \$321.12 | \$1,567.83 | 83.00% | \$0.00       | \$0.00      | \$413.77     | \$26.08 | 0  | 28.05% |  |  |
| Emp. + Child                    | \$1,332.67 | \$266.53 | \$1,066.14 | 80.00% | \$0.00      | \$0.00      | Emp. + Child              | \$1,706.77 | \$290.15 | \$1,416.62 | 83.00% | \$0.00       | \$0.00      | \$374.10     | \$23.62 | 0  | 28.07% |  |  |
| Emp. + Children                 | \$1,332.67 | \$266.53 | \$1,066.14 | 80.00% | \$0.00      | \$0.00      | Emp. + Children           | \$1,706.77 | \$290.15 | \$1,416.62 | 83.00% | \$0.00       | \$0.00      | \$374.10     | \$23.62 | 0  | 28.07% |  |  |
| Emp. + Family                   | \$2,182.43 | \$436.49 | \$1,745.94 | 80.00% | \$20,951.28 | \$26,189.16 | Emp. + Family             | \$2,795.07 | \$475.16 | \$2,319.91 | 83.00% | \$27,838.90  | \$33,540.84 | \$612.64     | \$38.67 | 1  | 28.07% |  |  |
|                                 |            |          |            |        |             |             |                           |            |          |            |        | \$698,149.90 |             | \$819,989.76 |         |    |        |  |  |
| 50 Deductible Dental and Vision |            |          |            |        |             |             |                           |            |          |            |        | 166,306.42   |             |              |         |    |        |  |  |
| Employee Only                   | \$55.00    | \$5.50   | \$49.50    | 90.00% | \$10,098.00 |             | Employee Only             | \$55.00    | \$5.50   | \$49.50    | 90.00% | \$11,220.00  |             | \$0.00       | \$0.00  | 17 |        |  |  |
| Emp. + Spouse                   | \$107.00   | \$21.40  | \$85.60    | 80.00% | \$1,027.20  |             | Emp. + Spouse             | \$107.00   | \$21.40  | \$85.60    | 80.00% | \$1,284.00   |             | \$0.00       | \$0.00  | 1  |        |  |  |
| Emp. + Child                    | \$109.00   | \$21.80  | \$87.20    | 80.00% | \$1,046.40  |             | Emp. + Child              | \$109.00   | \$21.80  | \$87.20    | 80.00% | \$1,308.00   |             | \$0.00       | \$0.00  | 1  |        |  |  |
| Emp. + Children                 | \$109.00   | \$21.80  | \$87.20    | 80.00% | \$3,139.20  |             | Emp. + Children           | \$109.00   | \$21.80  | \$87.20    | 80.00% | \$3,924.00   |             | \$0.00       | \$0.00  | 3  |        |  |  |
| Emp. + Family                   | \$166.00   | \$33.20  | \$132.80   | 80.00% | \$19,123.20 |             | Emp. + Family             | \$166.00   | \$33.20  | \$132.80   | 80.00% | \$23,904.00  |             | \$0.00       | \$0.00  | 12 |        |  |  |

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PLEASE READ THIS IMPORTANT NOTICE AND DISCLAIMER:

Insperty charges a service fee for its personnel management services, as set forth and described in your Client Service Agreement (CSA). This Medical Allocation

Report (Report) provides additional information concerning the portion of your service fee that relates to the allocation for medical coverage (and the component employee/client

payments that make up such allocation). Insperty provides this information to you as a co-employer and in connection with Insperty's administration and operation of its employee benefits plans.

Insperty's benefits plans are available only as a component of Insperty's personnel management services and only to eligible employees. Because the depicted medical allocation is derived from

Insperty's internal allocation of its service fee, this allocation is not an insurance premium or rate and may not correspond to Insperty's actual cost for medical coverage. COBRA rates

for continuation coverage may vary significantly from the allocation reflected in this Report as COBRA rates are determined by the insurer based on the total cost of coverage. This Report is not intended

to be used by you for any purpose other than to provide you with additional information concerning the portion of your service fee that is allocated to medical coverage (and the component

employee/client payments that make up such allocation). Insperty provides no warranties with respect to this Report, and it expressly disclaims that the information contained in this Report is fit for any other particular purpose.

This Report contains Insperty's confidential and proprietary information and trade secrets. You have agreed to maintain this Report in confidence and have agreed that you will not provide it or any information concerning your medical allocations to any third party. This Notice and Disclaimer is incorporated by reference into your CSA.

## **Attendance, Truancy, and Automatic Withdrawal Policy**

Attendance/participation in school is key to achievement. 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 student engagement.

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

### **Chronically Absent**

A student shall be considered “chronically absent” when missing at least ten percent of the minimum number of hours required in the school year.

### **Habitually Truant**

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.

### **Prevention & Intervention Strategies**

The School will implement prevention strategies to reduce the likelihood of students becoming chronically absent. The School will also utilize tiered interventions and supports for students with greater numbers of absences. Prevention and Intervention strategies may include the following:

- Establishing an intervention team to work with students at risk of becoming chronically absent
- 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

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

The School will begin parental notification procedures no later than the time a student has been absent from school for 46 hours (which does not exceed five percent of the minimum number of hours required in the school year under section 3313.48 of the Ohio Revised Code).

- Initial notification may be by automated call/text/email.

- Follow up personal contact from School staff may occur.
- ~~When a student reaches        hours of missed instructional time, the School will begin notification procedures.~~
- ~~Initial notification will 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.~~

### **Tiered Interventions and Supports**

Interventions will increase depending upon the student's number of absences and whether improvement has been shown. Intervention may include, but are not limited to, the following interventions 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.)

### **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.

Notwithstanding the above, 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.

### **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 the

registrar of motor vehicles 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.

**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 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.

## Technology & Internet Safety Policy

The use of technology and computer resources at the School is a revocable privilege. Users who fail to abide by this policy may be ineligible to use the School's computer facilities and may be subject to additional disciplinary action.

The School reserves the right to monitor and log technology use, to monitor file server space utilization by users, and examine specific network usage.

Students are expected to use the technology available at the School in a manner appropriate to the School's academic and moral goals. Technology includes, but is not limited to, electronic devices, hardware, software, applications, computers, mobile devices, wearable devices, gaming devices, artificial intelligence (AI) systems and tools, websites, social media platforms, cloud-based services, the Internet, electronic communications, networks, telecommunications systems, connected devices, and any other current or future digital or technology-based devices, systems, services, platforms, or methods of communication. ~~Technology includes, but is not limited to, cellular telephones, beepers, pagers, radios, CD/MP3/DVD players, video recorders, video games, personal data devices, computers, other hardware, electronic devices, software, Internet, e-mail, artificial intelligence (AI) and all other similar networks and devices.~~ Obscene, pornographic, threatening, or other inappropriate use of Technology, including, but not limited to, AI, e-mail, instant messaging, web pages, and the use of hardware and/or software which disrupts or interferes with the safety and welfare of the School community, is prohibited, even if such uses take place after or off School property.

It is the policy of the School to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications. Inappropriate material includes visual depictions that are obscene, child pornography, or harmful to minors. ; (b) prevent unauthorized access and other unlawful online activity and damage to school resources; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act (CIPA).

### Unacceptable uses of Technology/Internet include but are not limited to:

1. Violating the conditions of federal and Ohio law dealing with students and employees' rights to privacy. Trespassing in others' folders, work, or files; copying other people's work or attempting to intrude onto other people's files; using other users' e-mail addresses and passwords.
2. Using profanity, obscenity or other language which may be offensive to another user; sending messages with derogatory or inflammatory remarks about an individual's race, sex, age, disability, religion, national origin or physical attributes

via the Internet or Technology; bullying, insulting, intimidating, or attacking others; transmitting any material in violation of federal or state law. This behavior is punishable both on and off campus.

3. Obtaining, viewing, downloading, transmitting, disseminating or otherwise gaining access to profanity, obscenity, abusive, pornographic, and/ or impolite language or materials, accessing materials in violation of the Student Code of Conduct. A good rule to follow is to never view, send or access materials that you would not want your instructors and parents to see. Should a student encounter any inappropriate materials by accident, he/she should report it to their instructors immediately.
4. Violating copyright laws by illegally downloading or installing music, any commercial software, shareware, or freeware. You are required to strictly comply with all licensing agreements relating to any software. All copyright laws must be respected.
5. Plagiarizing works through the Internet or other Technology. Plagiarism is taking ideas of others and presenting them as if they were original to the user.
6. Use of AI in a manner that violates any portion of this policy, the Artificial Intelligence Policy, or the academic integrity policies of the School and/or classroom policies.
7. Damaging Technology devices, computers, computer systems or computer networks (for example, by the creation, introduction or spreading of computer viruses, physically abusing hardware, altering source codes or software settings, etc.).
8. Using the Technology or the Internet for commercial purposes or activities, which is defined as offering or providing goods or services or purchasing goods or services for personal use, and includes, but is not limited to, the following:
  - a. any activity that requires an exchange of money and/or credit card numbers;
  - b. any activity that requires entry into an area of service for which the School will be charged a fee;
  - c. any purchase or sale of any kind; and
  - d. any use for product advertisement.
9. Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users.

10. Malicious uses of technology through hate mail, harassment, profanity, vulgar statements, or discriminating remarks.
11. Neither the Internet nor any other Technology may be used for any purpose which is illegal or against the School's policies or contrary to the School's mission or best interests.

All users are expected to be responsible, courteous and thoughtful when using Technology and the Internet. Common sense should prevail. The use of the School computer network system should be in support of education and research, consistent with the educational mission or objectives of the School and in accordance with federal law, Ohio law and the Student Code of Conduct.

Students have no expectation of privacy with respect to the use of Technology, the Internet, intranet, e-mail or other technology-based communication methods. Maintenance and monitoring of the School network system may lead to the discovery that a student has or is violating School policy or the law. Violations of School policy, the Student Code of Conduct or the law may result in severe penalties, up to and including expulsion.

The School makes no warranties of any kind; either expressed or implied, that the functions or the services provided by or through the School technology system will be error-free or without defect. The School will not be responsible for any damage users may suffer, including but not limited to, loss of data, interruptions of service, or computer viruses. The School is not responsible for the accuracy or quality of the information obtained through or stored on the School system. The School will not be responsible for financial obligations arising through the authorized use of the system.

#### User Acknowledgment

The user also acknowledges and agrees that he/she is solely responsible for the use of his/her accounts, passwords, and/or access privileges, and that misuse of such may result in appropriate disciplinary actions (including but not limited to suspension or expulsion), loss of access privileges, and /or appropriate legal action.

The user must also know and further agrees that:

1. Should the user transfer a file, shareware, or software that infects the technology resources with a virus and causes damage, the user will be liable for any and all repair costs.
2. The user will be liable to pay the cost or fee of any file, shareware, or software transferred or downloaded, whether intentional or accidental.
3. Should the user intentionally destroy information of equipment that causes damage to technology resources, the user(s) will be liable for any and all costs.

In accordance with the Children's Internet Protection Act ("CIPA"), the School has placed a filter on its Internet access as one step to help protect its users from intentionally or unintentionally viewing inappropriate material. The School blocks the categories that are determined to be potentially inappropriate, including visual depictions that are obscene, child pornography, and harmful to minors. However, families must be aware that some material accessible via the Internet contains illegal, defamatory, inaccurate, or potentially offensive language and/or images. While the goal of the School is to use Internet resources to achieve educational goals, there is always a risk of students accessing other materials. Parents should be aware of these risks.

**By signing the Parent/Student Contract Page at the end of the Parent/Student Handbook, the parent and student agree:**

- To abide by all School policies relating to the use of technology, including the use of AI.
- To release all School employees from any and all claims of any nature arising from the use or inability to use the technology.
- That the use of technology is a privilege.
- That the use of the technology will be monitored and there is no expectation of privacy in any use of the technology.

## CODE OF ETHICS & CONFLICT OF INTEREST POLICY

### I. PURPOSE

The purpose of this Code of Ethics and Conflict of Interest Policy is to promote the honest and ethical conduct of the directors, officers and employees of the Corporation, including: (i) the ethical handling of actual or apparent conflicts of interest; (ii) full, fair, accurate, timely and understandable disclosure; (iii) compliance with all applicable governmental rules and regulations; (iv) prompt internal reporting of violations; and, (v) accountability for adherence to this Code of Ethics. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to non-profit corporations and Ohio community schools.

### II. DEFINITIONS

1. Interested Person. Any director, officer, or member of a committee with governing board delegated powers of the Corporation who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family:
  - (a) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
  - (b) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
  - (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

### III. PROCEDURES

1. Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with board-delegated powers considering the proposed transaction or arrangement.
2. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall thereupon determine whether the disclosure shows that a conflict of interest exists.
3. Procedures for Addressing the Conflict of Interest.
  - a. An interested person may make a presentation at the board or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
  - b. The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
  - c. After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
  - d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.
  - e. For purposes of federal grants, related party transactions are prohibited with regard to employees, contractors, and service providers. Any employee, officer, or agent of the Corporation is prohibited from participating in the selection, award, or administration of the contract if a real or apparent conflict of interest exists.
4. Violations of the Conflict of Interest Policy.
  - a. If the board or committee has reasonable cause to believe that a person has failed to disclose actual or possible conflicts of interest or has violated this policy, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose or violation.

- b. If, after hearing the response of the person and making such further investigation as may be warranted in the circumstances, the board or committee determines that the person has in fact failed to disclose an actual or possible conflict of interest or has violated this policy, it shall take appropriate disciplinary and corrective action.
5. Prohibited Relationships and Acts. The foregoing notwithstanding, the limitations specified below shall apply to all of the Corporation's directors, officers and applicable employees, and any situation violating such limitations shall constitute a violation of this policy, not subject to waiver or approval by the board or otherwise:
- (i) No member of the governing board shall be an officer or employee of an education management organization or a sponsor having a business relationship with the Corporation.
  - (ii) No director, officer, or employee of the Corporation may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.
  - (iv). No member of the governing board shall during the time of membership also serve as a member of a school district board of education.
  - (v) No member of the governing board shall owe money to the state in relation to a closed community school or have an unresolved finding for recovery against him or her as listed in the state audit database.
  - (vi) No member of the governing board shall have been convicted of a crime that would cause that member to be ineligible for a teaching license.
  - (vii) No member of the governing board shall have been convicted or have pled guilty to theft in office under Ohio Revised Code 2921.41 or a substantially similar offense in another state.

#### **IV. RECORDS OF PROCEEDINGS**

The minutes of the board and all committees with board-delegated powers shall contain:

- (a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.
- (b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

## **V. COMPENSATION**

- (a) A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation other than the compensation as authorized under the Ohio Revised Code for compensation to community school governing board members.
- (b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

## **VI. ANNUAL CONFLICT OF INTEREST STATEMENTS**

Each director, officer and employee shall at the time of election, appointment or employment, and every annually thereafter, sign a statement which affirms that such person:

- (a) Has received a copy of this Code of Ethics and Conflict of Interest Policy,
- (b) Has read and understands this Code of Ethics and Conflict of Interest Policy,
- (c) Has agreed to comply with this Code of Ethics and Conflict of Interest Policy, and
- (d) Understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- (e) Understands that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions. All members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions. These restrictions also apply to all officers and employees of a community school, although teachers and other educators who do not perform, and have no board to perform, supervisory or administrative functions are not subject to the post-employment and conflict of interest restrictions in R.C. 102.03.

## **VII. COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

Recognition of the public interest must be a permanent commitment of the Corporation in the conduct of its affairs. The activities of the Corporation's directors, officers and employees must always be in full compliance with both the letter and spirit of the Education Law, Not-for-Profit Corporation Law, the Corporation's Charter, the Corporation's Code of Regulations and all other laws, rules and regulations applicable to the Corporation's purposes and business. Furthermore, no such person should assist any third party in violating any applicable law, rule or regulation. This principle applies whether or not such assistance is, itself, unlawful. The Corporation's directors, officers and employees must respect and obey the laws of the cities, states and countries in which the Corporation operates and avoid even the appearance of impropriety. When there is a doubt as to the lawfulness of any proposed activity, advice must be sought from the Corporation's president, the directors and/or legal counsel.

Violation of applicable laws, rules or regulations may subject the Corporation, as well as any director, officer or employee involved, to severe adverse consequences, including imposition of injunctions, monetary damages, fines and criminal penalties, including imprisonment. Directors, officers and applicable employees who fail to comply with this Code of Ethics and applicable laws will be subject to disciplinary measures up to and including termination of employment or relationship with the Corporation.

To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.
- (b) Whether partners and joint venture arrangements and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes, and do not result in inurement or impermissible private benefit.

## **PUBLIC RECORDS POLICY**

The Board of Directors recognizes that openness leads to a better informed citizenry, which leads to better government and better public policy. It is the mission and intent of the School, as a public office, to at all times fully comply with and abide by both the spirit and the letter of Ohio's Public Records Act.

### **Definition**

A "record" is defined to include the following: A document in any format (paper or electronic) that is created, received by, or comes under the jurisdiction of the School that documents the organization, functions, policies, decisions, procedures, operations, or other activities of the School as a public office.

A "public record" is a "record" that is being kept by the School at the time a public records request is made, subject to applicable exemptions from disclosure under Ohio or federal law. The School's public records will be organized and maintained in such a way that they can be made available for inspection and copying.

### **Public Records Requests**

Public records will be available for inspection during regular business hours. Public records will be made available for inspection promptly. Copies of public records will be made available within a reasonable period of time. "Prompt" and "reasonable" take into account the volume of records requested, the proximity of the location where the records are stored, the necessity for any legal review and redaction, and other facts and circumstances of the records requested.

It is the goal of School that all requests for public records will be acknowledged or documented in writing.

### **Responding to Requests**

Although no specific language is required to make a request for public records, the requester must at least identify the records requested with sufficient clarity to allow the School to identify, retrieve, and review the records.

Requesters shall not be required to make a request in writing. Requesters shall not be required to provide his or her identity or the intended use of the requested public record(s). However, in accordance with Ohio law the School may ask for a written request, the requester's identity, and/or the intended use of the information requested, if (1) a written request or disclosure of identity or intended use would benefit the requester by enhancing the School's ability to identify, locate, or deliver the public records that have been requested; and (2) the requester is first told that a written request is not required and that the requester may decline to reveal the requester's identity or intended use.

In processing the request, the School does not have an obligation to create new records or perform a search or research for information in the School's records. An electronic record is deemed to

exist so long as a computer is already programmed to produce the record through the School's standard use of sorting, filtering, or querying features.

In processing a request for inspection of a public record, an agent of the School may accompany the requester during inspection to make certain original records are not taken or altered.

A copy of the most recent edition of the Ohio Sunshine Laws Manual is available via the Attorney General's website ([www.ohioattorneygeneral.gov/YellowBook](http://www.ohioattorneygeneral.gov/YellowBook)) for the purpose of educating those involved with the School as to the obligations under Ohio's Public Records Act, Ohio's Open Meetings Act, records retention laws, and Personal Information Systems Act.

### **Electronic Records**

Records in the form of e-mail, text messaging, and instant messaging, including those sent and received via a hand-held communications device, are to be treated in the same fashion as records in other formats, such as paper or audiotape.

Public record content transmitted to or from private accounts or personal devices is subject to disclosure. All employees or representatives of the School are required to retain e-mail records and other electronic records in accordance with applicable records retention schedules.

### **Denial and Redaction of Records**

If the requester makes an ambiguous or overly broad request or has difficulty in making a request such that the School cannot reasonably identify what public records are being requested, the School may deny the request. Upon such denial, the School must then provide the requester an opportunity to revise the request by informing the requester of the manner in which records are maintained and accessed by the School.

If the School withholds, redacts, or otherwise denies requested records, the School shall provide an explanation, including legal authority, for the denial(s). If the initial request was made in writing, the explanation shall also be in writing. If portions of a record are public and portions are exempt, the exempt portions may be redacted and the rest shall be released. When making public records available for public inspection or copying, the School shall notify the requester of any redaction or make the redaction plainly visible.

### **Delinquent Child Policy - Sealed Records**

**Purpose:** To preserve, protect and maintain confidential records that have been sealed in accordance with Sections 2151.356 and 2151.357 of the Ohio Revised Code.

**Policy:** In the event that the school board receives notice that the ODLS is in possession of records that have been ordered sealed pursuant to Section 2151.356 of the Revised Code from (i) a court of competent jurisdiction (ii) the person whose record has been sealed, or (iii) any other source sufficient to impute knowledge thereof, then the Head of School shall abide by the following:

Maintenance, Submission and Non-Disclosure of Sealed Records

- Records custodian shall place all records that have been ordered sealed pursuant to Section 2151.356 of the Ohio Revised Code in a separate file in which only sealed records are maintained. The sealed records shall, as soon as practicable, be provided to the Court ordering the records sealed consistent with ORC 2151.357. The Head of School or authorized designee/records custodian shall implement administrative policies and procedures for the protection, maintenance and preservation of all sealed records consistent with this Policy.
- No employee of ODLS or Board member shall knowingly release, disseminate, or make available for any purpose involving employment, bonding, licensing, or education to any person or to any department, agency, or other instrumentality of the state or of any of its political subdivisions any information or other data concerning any arrest, taking into custody, complaint, indictment, information, trial, hearing, adjudication, or correctional supervision, the records of which have been sealed pursuant to section 2151.356 of the Ohio Revised Code and the release, dissemination, or making available of which is not expressly permitted by Ohio law.
- Nothing contained in this Policy shall prohibit ODLS from retaining records regarding an adjudication that a student is a delinquent child that was used as the basis for the student's permanent exclusion under sections 3301.121 and 3313.662 of the Revised Code.

#### Permitted Inspections of Sealed Records

- ODLS may permit the inspection of records that have been sealed under Section 2151.356 of the Ohio Revised Code but only if in compliance with ORC 2151.357(E).

#### Copying and Mailing Costs

The School may charge those seeking public records the actual cost of making copies, not including labor. The charge for paper copies is 10 cents per page. The charge for electronic files downloaded to a compact disc is \$3 per disc. For purposes of cybersecurity the School will not transmit records by transfer to a requestor's provided device, such as flash or jump drive, external hard drive, or any other device required to be connected to the School's computers or technological devices.

The School may require that a requester pay in advance for the actual costs involved in providing the copy. The requester may choose whether to have the record duplicated upon paper or in electronic format.

If a requester asks that documents be delivered, he or she may be charged the actual cost of the postage and mailing supplies, or other actual costs of delivery. The School shall not charge for e-mailed records.

#### Records Custodian

The Board may by resolution designate a records custodian. If no designation is made by resolution, by adoption of this policy the School's Operator/Educational Management Organization, if any, is designated as the Records Custodian. The School's designated fiscal officer shall be the Records Custodian for all financial records.

**Records Retention**

The School's records shall be maintained in accordance with the attached Records Retention Schedule. The Retention Schedule does not imply that all records listed have been or should be created by the School. The Retention Schedule only applies to records belonging to the School/Board as a public office. The records that are the property of an operator or vendor, if any, shall be maintained in accordance with the operator or vendor's retention policy.

This policy and accompanying Records Retention Schedule shall be available at the School facility.

## Homeless Student Policy

The School provides an educational environment that treats all students equally. Every homeless student shall have access to the same free and appropriate educational opportunities as students who are not homeless. Accordingly, the School will enroll each homeless student in the school determined to be in the student's best interest. This commitment to the educational rights of homeless or unaccompanied youth applies to all services, programs, and activities provided or made available. The School shall fully comply with McKinney-Vento Homeless Assistance Act.

The School shall designate a staff member to be the school liaison for homeless students ("School Liaison"). The School shall display the contact information for the School Liaison in the building. Homeless issue awareness training shall be provided to all staff members. All questions and concerns of the staff members should be referred to the School Liaison.

The School Liaison for Homeless Students shall ensure that the parent or guardian of a homeless student and any unaccompanied youth is:

- Assisted in accessing transportation to the selected school
- Provided assistance in exercising the right to attend the school of his/her choice
- Serviced without being labeled as homeless by school personnel
- Provided the information in this policy in a manner and form understandable to the parent or guardian, and if necessary, in the native language of the parent or guardian
- Assisted in the Dispute Resolution process as outlined herein

### Eligibility:

A student may be considered eligible for services as a "Homeless Child" under the McKinney-Vento Homeless Assistance Act if he or she is presently living:

- With other persons due to loss of housing, economic hardship, or a similar reason (sometimes referred to as "doubling up")
- In emergency or transitional shelters
- In a hotel/motel, trailer park (not deemed residential), campground, or similar situation due to lack of alternatives
- At a bus or train station, park, car, or abandoned building, public spaces, substandard housing
- Abandonment in hospitals
- Living in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings
- Living in one of the above situations and who are migratory.

### Students in Foster Care

While not included in the definition of homeless per the McKinney-Vento Act, the School must still provide the following to students in foster care pursuant to Title I of the Every Student Succeeds Act:

- Students in foster care have a right to a best interest determination when placed into foster care or experiencing a change in foster care placement,
- Students in foster care have a right to remain in their school of origin,
- Students in foster care have a right to transportation services to and from their school of origin, and
- Students in foster care have a right to immediate enrollment and school records transfer.

All students in foster care are eligible for Title I services, even if they are attending a building that is not Title I eligible. For more information on students in foster care, refer to policy number 235, Student in Foster Care Policy.

**Placement:** The School shall make school placement determinations on the basis of the best interest of the student. To the extent feasible, homeless students are kept in the school of origin unless doing so is contrary to the wishes of the student's parent or guardian or otherwise not in the best interest of the student.

To the extent feasible, the School shall comply with a request made by parents regarding school placement regardless of whether the student lives with the homeless parents or is temporarily residing elsewhere.

**Immediate Enrollment:** Should a dispute arise over eligibility, school selection, or enrollment the dispute resolution procedures shall be followed as provided herein and the student shall be immediately enrolled during the pendency of the dispute and all appeals. Proof of residence, birth certificate, immunization records, and other documentation cannot serve as a barrier to enrollment in a school.

**School Selection:** The eligible student has the right to select from the following schools:

- The school he/she attended when permanently housed (School of Origin)
- The school in which he/she was last enrolled (School of Origin)
- The school in the attendance area in which he/she currently resides (School of Residency)

**Participation in Programs:** Eligible students have a right to access all of the school's programs and services on the same basis as all other students, including special education, school breakfast and lunch, and any extra-curricular activities.

**Transportation:** Any eligible student attending his/her School of Origin has a right to transportation to and from the School of Origin.

**Dispute Resolution:** The student, parent or guardian has the right to appeal any School determination of eligibility, school selection, or enrollment. The School Liaison will guide the student, parent or guardian through the entire dispute resolution process. The School Liaison will assist in both the local and state-level appeals process, if necessary. This includes recording evidence that will be used to write an appeal if a parent, guardian or unaccompanied youth

cannot do so by him or herself and providing access to School materials, such as copiers and fax machines.

Should a dispute arise over eligibility, school selection, or enrollment in a school the following procedure is to be followed:

1. The School shall immediately enroll the child/unaccompanied youth in the school in which he/she is seeking enrollment, pending resolution of the dispute, including all appeals. Enrollment for these purposes is defined as attending classes and participating fully in school activities.
2. Upon determination of eligibility, enrollment, or school selection, the School will provide a written explanation of any decisions made to parents, guardians or unaccompanied youth. The School should use Attachment 1 in order to capture all relevant information. Regardless of what form is used, the written explanation should be easy to understand and free of jargon. When appropriate, the School will translate the decision into the recipient's dominant language. At a minimum, the written explanation of how the School reached its decision regarding eligibility, school selection, or enrollment will include:
  - A description of the action that the School proposed or refused
  - An explanation of why the School proposed or refused the action
  - A description of any other options the School considered
  - The reasons why the School rejected any other options
  - A description of any other factors relevant to the School's decision and information related to the eligibility or best interest determination. (This includes the facts, witnesses and evidence relied upon and their sources.)
  - Appropriate timelines to ensure any relevant deadlines are met
  - Contact information for the School liaison and state homeless education coordinator and a brief description of their roles
  - Notice to the recipient of their right to file an appeal, including step-by-step instructions of how to file an appeal
3. The School will refer the student, parent or guardian to the School Liaison who will initiate the dispute resolution process as quickly as possible. The Liaison will make sure that the Schools follows the dispute resolution process. The Liaison also must ensure that unaccompanied youth receive the same rights to appeal the School's eligibility, school selection or enrollment decision as parents and guardians. The role of the Liaison is to assist the student, parent or guardian through the duration of the dispute resolution process. The process will be open and transparent among those involved.
4. Following an appeal at the School level, if the student, parent or guardian still disagrees with the determination, they may appeal to the Department of Education and Workforce. The School Liaison will forward all written documentation and related documents to the state coordinator for Homeless Education at the Department of Education and Workforce. The School Liaison may use Attachment 2 to help capture all relevant information. Upon receipt of any requested documentation, the state coordinator for Homeless Education will investigate the dispute and request applicable documentation. The Department of Education and Workforce will make a decision within 15 school days from the receipt of all necessary materials. The

Department will provide the final decision to the School superintendent, building principal, School Liaison, and parent, guardian or unaccompanied youth. All parties must immediately adhere to the final determination.

## **Academic Prevention/Intervention Policy**

In accordance with Section 3313.6012 of the Ohio Revised Code, the Board of Directors (the “Board”) of the School adopts this Academic Prevention/Intervention Policy in order to address prevention and intervention services within the School.

### **ASSESSMENTS**

The School shall assess student achievement and needs in all program areas in compliance with State law, the rules adopted by the State Board of Education and the Community School Contract. The purpose of such assessments will be to determine the progress of students and to assist in attaining student performance objectives and educational achievement goals of the School.

### **STATE-REQUIRED TESTS**

The School shall administer all State-mandated tests to students at the times designated by the State Board of Education. “Achievement tests” for purpose of this Policy are defined as those aligned with the Ohio academic content standards and model curriculum, designed to measure a student’s level of skill in a specific subject area that is expected at the end of a designated grade and/or is required as part of the Ohio graduation requirement. .

“Diagnostic assessments” for purposes of this Policy are defined as those aligned with Ohio academic content standards and model curriculum, designed to measure student comprehension of academic content and mastery of related skills for a relevant subject area at each grade level. The School will administer diagnostic assessments pursuant to Section 3301.0715 of the Revised Code.

All statewide tests shall be administered in accordance with Rules 3301-13-01 and according to procedures outlined in 3301-13-02 of the Ohio Administrative Code.

In addition to achievement tests and diagnostic assessments, staff members will assess the academic achievement and learning needs of each student. Procedures for such assessments may include, but are not limited to, teacher observation techniques, cumulative student records, and/or student performance data collected through standard testing programs.

Any student receiving special education services may be excused from taking any particular test required if the individualized education program (“IEP”) developed for the student excuses the student from taking that test and instead specifies that an alternative assessment method be used. The Alternative Assessment for a Student with Disability (“AASWD”) is approved by the Department of Education to evaluate the performance of students with the most significant cognitive disabilities for whom regular assessments, even with accommodations, are not appropriate. In general, the IEP shall not excuse the student from taking a test unless no reasonable accommodation can be made to enable the

student to take the test. In that case, the school shall use AASWD to test students needing an alternate form of assessment.

The School shall not use any student's failure to attain a specified score on any State-mandated test as a factor in any decision to deny the student promotion to a higher grade level, except as provided by law.

### **INTERVENTION SERVICES**

In accordance with this Policy, the School shall provide prevention/intervention services in pertinent subject areas to students who score below the proficient level on a reading, writing, mathematics, social studies or science achievement test and/or who do not demonstrate academic performance at their grade level based on the results of a diagnostic assessment. Intervention services will be commensurate with the student's test performance in each such test area including prevention, intervention, or remediation. Such prevention, intervention or remediation programs may include, but is not limited to, remedial program content, one-on-one teacher/student interaction, computer-assisted remedial course material, student-specific tutoring intervention and/or small group interaction.

During the school year following the year in which the tests prescribed by R.C. 3301.0710(A)(1) are administered to any student, the School shall provide appropriate intervention services, commensurate with the student's test performance, including any intensive prevention, intervention, or remediation required under R.C. 3301.0711, 3301.0715, 3313.608 or R.C. 3313.6012, in any skill in which the student failed to demonstrate at least a score of proficient level on an achievement test.

For each student required to be offered intervention services, the School may involve the student's parent or guardian and classroom teacher in developing the intervention strategy, and shall offer to the parent or guardian the opportunity to be involved in the intervention services.

### **THIRD GRADE READING GUARANTEE**

If applicable to the grade levels served by the School, the School shall administer the required achievement tests, perform remediation and retain students as set forth in the School's Third Grade Reading Guarantee Policy.

### **PROCEDURES FOR THE REGULAR COLLECTION OF STUDENT PERFORMANCE DATA**

The School shall develop procedures for the regular collection of student performance data; a plan for the design of classroom-based intervention services to meet the instructional needs of individual students as determined by the results of diagnostic assessments; and procedures for using student performance data to evaluate the effectiveness of intervention services and, if necessary, to modify such services.

The School shall keep records for each student including the following:

- A. A unique State student identification code or a student data verification code as required in accordance with R.C. 3301.0714(D)(2);
- B. A list or designation of which tests are required and which tests are not required;
- C. A list or designation of which tests, required or not required, are taken and which are not taken at each test administration period;
- D. Score for each test taken;
- E. Whether each student attained the requisite performance standard designated for each required test;
- F. What if any tests must still be taken;
- G. Whether or not intervention must be provided; and
- H. For each test required for graduation, the date passed must be recorded on the student's transcript. No information shall be on the student's transcript for a test not passed. When a student who has taken State-mandated tests in one (1) school leaves that school to enroll in another school, the school previously attended shall provide, immediately upon request by a school official from the enrolling school, all applicable records set forth above.

**PROCEDURES FOR USING STUDENT PERFORMANCE DATA TO EVALUATE THE EFFECTIVENESS OF INTERVENTION SERVICES AND, IF NECESSARY, TO MODIFY SUCH SERVICES.**

The School shall utilize diagnostic and performance assessments that are nationally-normed and aligned with State-standards to measure student performance data. Data will be collected to determine student performance in reading and math and the effectiveness of intervention services.

The student performance will be measured after each diagnostic and performance assessments and compared with previous assessments to determine gains in each relevant subject category. Intervention and remediation programs may include by way of illustration, one-on-one tutoring, computer-assisted remedial curriculum, small group intervention and/or one-on-one student/teacher interaction will be employed. Subsequent diagnostic and performance assessments will be employed after implementation of intervention and remediation programs to determine efficacy and effectiveness of such programs.

This policy shall be reviewed annually.

# Special Education Model Policies and Procedures



Ohio Digital Learning School  
Date Approved:



**Department of  
Education &  
Workforce**

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# Introduction

## Purpose

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

If an educational agency decides to adopt the Department's Special Education Model Policies and Procedures, the educational agency agrees to the written policies and procedures in accordance with the Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and the Ohio Operating Standards for Ohio Educational Agencies Serving Children with Disabilities (hereafter referred to as the "Operating Standards"). The educational agency also agrees to use the [required special education forms](#) as stated on the Department's website.

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

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

## Notification

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

## Contact Information:

| <b>Title</b>                                                  | <b>Name</b>    | <b>Email</b>       | <b>Phone Number</b> |
|---------------------------------------------------------------|----------------|--------------------|---------------------|
| <b>Special Education Administrator</b>                        | Erin Ramsey    | eramsey1@k12.com   | 567-200-4948        |
| <b>Educational Agency Contact for policies and procedures</b> | Nicole Johnson | njohnson6@k12.com  |                     |
| <b>State Support Team Region</b>                              | 1              | esclew_lm@sstr1.or | 419-720-8999        |

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

## Policy

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

## Procedure

### **THE EDUCATIONAL AGENCY:**

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

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

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

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

### *ASSISTIVE TECHNOLOGY*

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

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

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

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

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

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

In implementing the requirements, an educational agency will not:

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

### *NONACADEMIC SERVICES*

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

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

### *PHYSICAL EDUCATION*

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

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

#### Regular physical education

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

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

#### Special physical education

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

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

### *PROGRAM OPTIONS*

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

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

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

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

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

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

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

### *RESIDENTIAL PLACEMENT*

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

# Child Find (OAC 3301-51-03)

## Policy

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

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

## Procedure

### **THE EDUCATIONAL AGENCY:**

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

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

### **THE SCHOOL DISTRICT:**

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

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

# Confidentiality (OAC 3301-51-04)

## Policy

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

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

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

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

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

## Procedure

### **EACH EDUCATIONAL AGENCY:**

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

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

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

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

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

### *REQUIRED PARENTAL CONSENT*

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

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

### *DISCIPLINARY RECORDS*

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

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

The record shall include the following:

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

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

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

### *PARENTAL REQUEST TO AMEND EDUCATION RECORDS*

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

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

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

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

### *HEARING FOR EDUCATION RECORDS*

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

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

### *DESTRUCTION OF EDUCATION RECORDS*

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

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

### *PARENTAL ACCESS RIGHTS*

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

The parent has a right to:

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

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

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

### *CHILDREN'S RIGHTS*

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

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

### *PERSONNEL ACCESS TO EDUCATION RECORDS*

The participating educational agency keeps a record of parties obtaining access to education records collected, maintained, or used (except access by parents and authorized employees of the participating educational agency), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

### *FEES*

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

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

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

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

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

# Procedural Safeguards (OAC 3301-51-05)

## Policy

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

## Procedure

### **THE EDUCATIONAL AGENCY:**

#### *PRIOR WRITTEN NOTICE*

The educational agency ensures a prior written notice:

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

The educational agency ensures the prior written notice includes:

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

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

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

- The parent understands the content of the notice

#### *OPPORTUNITY TO EXAMINE EDUCATION RECORDS*

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

#### *PARENT PARTICIPATION IN MEETINGS*

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

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

#### A meeting does not include:

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

#### *PARENT INVOLVEMENT IN PLACEMENT DECISIONS*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### *PARENT INITIATED EVALUATIONS*

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

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

### **THE SCHOOL DISTRICT:**

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

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

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

Ensures a parent:

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

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

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

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

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

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

#### *PARENTAL CONSENT FOR REEVALUATION*

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

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

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

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

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

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

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

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

Informed parental consent does not have to be obtained before:

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

### *REVOCATION OF PARENTAL CONSENT*

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

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

### *PARENTAL CONSENT FOR REEVALUATIONS*

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

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

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

## **THE SCHOOL DISTRICT OF RESIDENCE**

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

### *PARENTAL CONSENT FOR SERVICES*

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

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

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

### *SURROGATE PARENTS*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Assignment of surrogate parents is as follows:

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

The surrogate parent will:

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

# Evaluation (OAC 3301-51-06)

## Policy

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

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

## Procedure

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

#### *INTERVENTIONS*

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

#### *REQUEST/REFERRAL FOR EVALUATION*

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

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

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

#### *EVALUATION PLANNING*

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

#### *EVALUATION TEAM*

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

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

- The child's regular teacher, or

- If the child does not have a regular education teacher, a regular classroom teacher qualified to teach a child of the child's age, or
- For a child of less than school-age, an individual qualified by the Department to teach a child of the child's age, and
- At least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist, or remedial teacher, and
- A representative of the school district of residence.

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

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

### *CONDUCTING A REVIEW*

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

### *SOURCE OF DATA*

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

### *INITIAL EVALUATION*

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

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

The initial evaluation:

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

### *TIMELINES*

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

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

### *TIMELINE EXCEPTIONS*

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

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

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

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

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

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

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

### *EVALUATION PROCEDURES*

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

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

In conducting the evaluation, the educational agency must use:

- A variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the child, including information provided by the parent, that may assist in determining:
  - Whether the child is a child with a disability as described in the definition section of the Operating Standards
  - The child's special education and related services, that enable the child to be involved in and progress in the general education curriculum (or for a preschool child to participate in appropriate activities)
- More than a single source of information as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child
- Technically sound instruments that may assess the relative contribution of cognitive, behavioral, physical or developmental factors

### *THE EDUCATIONAL AGENCY ENSURES:*

Assessments and other evaluation materials used to assess a child:

- Are selected and administered so as not to be discriminatory on a racial or cultural basis
- Are provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information about what the child

knows and can do academically, developmentally and functionally, unless it is clearly not feasible to do so

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

Assessment and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.

Assessments are selected and administered so as best to ensure that if an assessment is administered to a child with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).

A child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities. Preschool children must be assessed in the following developmental areas: adaptive behavior, cognition, communication, hearing, vision, sensory/motor function, social-emotional functioning, and behavioral function.

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

In evaluating each child with a disability, the evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.

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

### *MEDICAL CONSULTATION*

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

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

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

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

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

Review of existing evaluation data on the child includes:

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

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

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

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

- The determination and the reasons for the determination
- The right of the parents to request an assessment to determine whether the child continues to be a child with a disability and to determine the child's educational needs

#### **DETERMINATION OF ELIGIBILITY**

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

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

### *EVALUATION TEAM REPORT*

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

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

### *PROCEDURES FOR DETERMINING ELIGIBILITY AND EDUCATIONAL NEED*

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

- Draw upon information from a variety of sources, including aptitude and achievement tests, parent input, and teacher recommendations, as well as information about the child's physical condition, social or cultural background, and adaptive behavior
- Ensure the information obtained from all of these sources is documented and carefully considered

If a determination is made that a child has a disability and needs special education and related services, an IEP must be developed for the child within 30 days of the child's eligibility determination.

### *SPECIAL RULE FOR ELIGIBILITY DETERMINATION*

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

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

### *CHANGE IN ELIGIBILITY*

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

### *SPECIFIC LEARNING DISABILITY (SLD)*

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

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

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

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

Additional team members for SLD determination:

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

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

Determining the existence of a specific learning disability

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

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

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

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

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

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

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

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

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

#### Evidence-based interventions

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

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

## Observation

The educational agency ensures that the child is observed in the child's learning environment (including the regular classroom setting) to document the child's academic performance and behavior in the areas of difficulty.

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

- Use information from an observation in routine classroom instruction and monitoring of the child's performance that was done before the child was referred for an evaluation, or
- Have at least one member of the group conduct an observation of the child's academic performance in the regular classroom after the child has been referred for an evaluation and parental consent is obtained.

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

## Specific documentation for the eligibility determination

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

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

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

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

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

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

## RE-EVALUATION TEAM

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

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

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

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

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

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

## Policy

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

## Procedure

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

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

The school district of residence:

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

The educational agency:

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

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

Develops a process to ensure:

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

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

IEP contents must include the following:

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

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

#### *DEVELOPMENT OF AN IEP*

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

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

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

The IEP team must consider the following special factors:

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

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

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

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

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

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

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

Extended school year services signify special education and related services:

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

Extended school year services:

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

Consideration for the IEP team:

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

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

Denial of ESY can be a denial of FAPE.

#### *POST-SECONDARY TRANSITION*

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

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

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

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

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

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

#### *FAILURE TO MEET TRANSITION OBJECTIVES*

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

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

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

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

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

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

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

The educational agency shall ensure that to the maximum extent appropriate, children with disabilities, including children in public or nonpublic institutions or other care facilities, are educated with children who are nondisabled.

Special classes, separate schooling, or other removal of children with disabilities from the regular education environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

#### *CONTINUUM OF ALTERNATIVE PLACEMENT*

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

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

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

#### *EDUCATION PLACEMENT*

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

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

The child's placement is:

- Determined at least annually
- Based on the child's IEP
- As close as possible to the child's home; unless the IEP of a child with a disability requires some other arrangement, the child is educated in the school that the child would attend if nondisabled. Location does not mean placement. For example, if an educational agency has one multiple disability classroom and it is not in the school building closest to the child's

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

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

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

#### *STATEWIDE AND DISTRICTWIDE TESTING*

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

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

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

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

#### *IEP SIGNATURE*

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

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

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

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

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

#### *INITIAL IEP*

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

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

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

#### Eye examination for initial IEPs

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

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

#### *IEP TEAM MEMBERS*

Required members of the IEP team include:

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

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

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

#### *IEP MEETINGS*

##### Parent participation

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

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

#### Parent invitation

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

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

#### Other methods to ensure parents participation

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

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

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

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

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

#### General education teacher requirement

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

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

#### Secondary Transition services participants

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

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

#### IEP Team attendance and excusal

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

#### Use of interpreters

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

#### *IMPLEMENTATION OF IEPs*

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

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

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

#### Accessibility of IEP to teachers and others

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

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

#### *PROGRESS REPORT*

IEP and transition progress reports must include:

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

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

#### *REVIEW AND REVISION OF IEPs*

The educational agency ensures the IEP team:

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

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

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

#### *AMENDMENT AND MODIFICATION OF IEP*

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

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

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

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

#### *IEP TRANSFERS*

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

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

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

### IEPs for children who transfer from another state

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

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

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

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

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

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

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

### *INCARCERATED YOUTH*

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

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

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

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

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

# Student Discipline

## Policy

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

## Procedure

### **THE EDUCATIONAL AGENCY:**

#### *REMOVALS*

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

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

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

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

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

#### *REMOVAL NOTIFICATION*

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

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

#### *MANIFESTATION DETERMINATION*

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

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

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

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

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

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

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

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

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

### **SERVICES**

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

- Continue to provide educational services, so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP
- Conduct a functional behavioral assessment
- Provide behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur

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

After a child with a disability has been removed from the child's current placement for ten school days in the same school year, if the current removal is for not more than ten consecutive school days and is not a change of placement under this rule, school personnel, in consultation with at least one of the child's teachers, determine the extent to which services are needed so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.

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

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

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

### *SPECIAL CIRCUMSTANCES*

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

- Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of the Department of Education and Workforce or an educational agency
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of an educational agency, or
- Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of an educational agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Policy

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

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

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

## Procedure

### **THE EDUCATIONAL AGENCY:**

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

The child find process must be designed to ensure:

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

#### *DISTRICT PLACEMENT IN NONPUBLIC SCHOOLS*

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

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

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

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

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

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

## *CONSULTATION*

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

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

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

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

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

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

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

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

## *EVALUATIONS*

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

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

## *IEP AND INDIVIDUALIZED SERVICES PLAN*

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

### Consultation process

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

### Provision of special education and related services

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

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

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

The services plan must:

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

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

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

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

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

# Transportation (OAC 3301-51-10)

## Policy

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

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

## Procedure

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

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

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

### **THE SCHOOL DISTRICT**

Ensures that:

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

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

### **COMMUNITY SCHOOL:**

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

### **PARENTALLY PLACED:**

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

# Comprehensive Coordinated Early Intervening Services

## Policy

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

## Procedure

Comprehensive coordinated early intervening services include:

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

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

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

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

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

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

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

# Glossary

## College Credit Plus (CCP)

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

## Destruction

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

## Educational Agency

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

## Education Records

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

## Free Appropriate Public Education (FAPE)

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

## Individualized Education Program (IEP)

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

## Initial Evaluation Team

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

## Informed Parental Consent

The parent:

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

## Least Restrictive Environment (LRE)

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

## Modification

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

## Parent

- A biological or adoptive parent of a child (**Exception:** unless biological or adoptive parent lacks legal authority to make educational decision for the child)
- A guardian generally authorized to act as the child's parent, or authorized to make educational decisions for the child (but not if the child is a ward of the State)
- An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare, or
- A surrogate parent who has been appointed.

## Participating Agency

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

## Personally Identifiable Information

Information that contains:

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

## Public Expense

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

## Prior Written Notice

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

## Re-Evaluation Team

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

## Student Profiles

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

## Transfer of student records

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

## Parent Involvement Policy

The School recognizes that the involvement of parents (hereinafter including guardians/caretakers/foster caregivers) and families in their children's education is critical to students' success. In order to accomplish the goal of welcoming, encouraging, and promoting parental/family involvement, the School shall:

1. Create a welcoming school climate.

- Provide a welcome packet for all parents visiting the school, including important school contact information, school calendar and information about the vision and mission of the school.
- Have teachers make personal contacts with families through e-mail, phone calls or home visits.
- Hold an open house, prior to school opening, at which families can meet their children's teachers, tour the school building and meet other families.

2. Provide families information related to child development and creating supportive learning environments.

- Provide information for parents on typical development and appropriate parent and school expectations for various age groups.
- Print suggestions for parents on home conditions and activities that support learning at each grade level.
- Partner with local agencies to provide resources to families.

3. Establish effective school-to-home and home-to-school communication.

- Provide information for parents on homework policies and on monitoring and supporting student work at home.
- Send home student work for parent review and comment.
- Allow access so families can frequently monitor their children's progress.
- Clearly communicate school policies to all families.
- Establish formal mechanisms for families to communicate to administrators and teachers as needed (e.g., phone numbers, e-mail addresses, weekly hours for families to call or meet).
- Create a "suggestion or comment" box (electronic or onsite) for families to anonymously provide their questions, concerns and recommendations.

4. Strengthen families' knowledge and skills to support and extend their children's learning at home and in the community.

- Provide training and materials for parents on how to improve children's study skills or learning in various academic subjects.
- Make regular homework assignments that require students to discuss with their families what they are learning in class.

- Provide information on community resources and activities that link to student learning skills and talents, including summer programs for students.
  - Inform families of the high expectations and standards children are expected to meet in each grade level. Provide ways for families to support the expectations and learning at home.
  - Engage families in opportunities to work with their children in setting their annual academic and career goals.
5. Engage families in school planning, leadership and meaningful volunteer opportunities.
- Invite parents to be involved at the School, including Title One planning.
  - Identify family volunteer interests, talents and availability, matching these resources to school programs and staff-support needs.  
(Recurring volunteers will be required to comply with background check policies of the School.)
  - Create volunteer recognition activities such as events, certificates and thank-you cards.
  - Host events which encourage interaction among parents.
6. Connect students and families to community resources that strengthen and support students' learning and well-being.
- Through school-community partnerships, facilitate families' access to community-based programs (e.g., health care and human services) to ensure that families have resources to be involved in their children's education.
  - Establish school-business partnerships to provide students mentoring, internships and onsite, experiential learning opportunities.
  - Connect students and families to service-learning projects in the community.
  - Invite community partners to share resources at annual open houses or parent-teacher conferences.

## Career Advising Policy

*This policy on career advising is reviewed at least once every two years and made available to students, parents, guardians and custodians, local post-secondary institutions and district residents. The policy is posted on the school's website.*

The School's plan for career advising includes, providing:

1. Grade-level examples that link students' schoolwork to one or more career fields by implementing the Career Connections Learning Strategies offered by the Ohio Department of Education.
2. Career advising to students in grades 6-12, which includes meeting with each student at least once annually to discuss academic and career pathway opportunities.
3. Additional interventions and career advising for students who are identified as at risk of dropping out of school. These include:
  - a. Identifying students who are at risk of dropping out of school using a local, research-based method with input from teachers, school counselors and other appropriate school staff.
  - b. Developing a Student Success Plan for each at-risk student that addresses both the student's academic and career pathway to successful graduation and the role of career-technical education, competency-based education and experiential learning, when appropriate.
    - i. Before the School develops a student's Student Success Plan, the School will invite the student's parent/guardian to assist. If parent/guardian does not participate in the plan development, the School will provide the parent/guardian a copy of the plan, a statement of the importance of a high school diploma and a listing of the pathways to graduation available to the student.
4. Training for employees on how to advise students on career pathways, including use of the tools available in OhioMeansJobs K-12 and other online sources provided by the School.
5. Multiple academic and career pathways through high school that students may choose to earn a high school diploma, including opportunities to earn industry-recognized credentials and postsecondary course credit through College Credit Plus.
6. Information on courses that can award students both traditional academic and career-technical credit including, but not limited to, the School's policy on credit flexibility and instructions for students to access the educational option.
7. Documentation on career advising for each student and student's parent, guardian or custodian to review, as well as schools that the student may attend in the future. These include activities that support the student's academic, career and social/emotional development.
8. Supports necessary for students to successfully transition from high school to their postsecondary destinations, including interventions and services necessary for students who need remediation in mathematics and/or English language arts.

9. Information regarding career fields that require an industry-recognized credential certificate, associate's degree, bachelor's degree, graduate degree, or professional degree.
10. Information about ways a student may offset the costs of post-secondary education, including the following:
  - a. Reserve officer training corps;
  - b. College credit plus program
  - c. Ohio guaranteed transfer pathways initiative
  - d. Joint academic programming or dual enrollment opportunities.

## **Protective Eyewear Policy**

Staff and Students shall wear eye protection which complies with Federal and State standards when working in areas involving:

- flying particles
- molten materials
- acids, caustic, or explosive materials
- chemical oases or vapors
- potentially injurious light radiation
- welding, milling, sawing, drilling, turning, shaping, cutting, grinding, buffing

## **Bloodborne Pathogen Control Policy**

Staff and students incur some risk of infection and illness each time they are exposed to bodily fluids or other potentially infectious materials. While the risk of exposure to body fluids due to casual contact with individuals in the school environment is very low, the School provides this exposure control plan to eliminate or minimize exposure to bloodborne pathogens, which include the human immunodeficiency virus (HIV), which causes AIDS and the hepatitis B virus (HBV).

This Exposure Control Plan includes:

- Determination of exposure
- Implementation of various methods of exposure control, including:
  - Universal precautions
  - Engineering and work practice controls
  - Personal protective equipment
  - Housekeeping
- Hepatitis B vaccination
- Post-exposure evaluation and follow-up
- Communication of hazards to employees and training
- Recordkeeping
- Procedures for evaluating circumstances surrounding exposure incidents

## Chicken Pox Epidemic Policy

Pursuant to Ohio law, a school may deny admission to a student who is exempted from the chicken pox immunization requirement. To deny admission to a pupil, the director of the state department of health will notify the School Leader that a chicken pox epidemic exists in the school's population. A chicken pox epidemic is defined as the occurrence of cases of chicken pox in numbers greater than expected in the school's population or for a particular time.

Once the director of health notifies the School Leader that the epidemic no longer exists, the School may no longer deny admission to a student exempted from the chicken pox immunization requirement.

A student may be exempted from the chicken pox immunization requirement if:

1. The student has had natural rubeola and presents a signed statement from the student's parent, guardian or physician to that effect and is not required to be immunized against rubeola.
2. The student has had natural mumps and presents a signed statement from the student's parent, guardian or physician to that effect and is not required to be immunized against mumps.
3. The student has had natural chicken pox and presents a signed statement from the student's parent, guardian, or physician to that effect and is not required to be immunized against chicken pox.
4. The student presents a written statement of the student's parent or guardian, in which the parent or guardian declines to have the student immunized for reasons of conscience, including religious convictions, is not required to be immunized.
5. A student whose physician certifies in writing that such immunization against any disease is medically contraindicated is not required to be immunized against that disease.

To ensure academic status of students denied admission during a chicken pox epidemic, the school will ensure students denied admission are provided with all course work during such absence to be turned in upon return to school. Access to instructors will be available via the telephone, email, or other electronic manner. If the parent or guardian of the student is unable to pick up such course work or the student is otherwise unable to access work, the student will have time equal to the time off school to complete such course work. The student will be permitted to make-up all missed tests and quizzes.

## Food Allergy Policy

In accordance with Section 3313.719 of the Ohio Revised Code, the Board has adopted this policy to help protect students with peanut or other food allergies.

### Parent/student Responsibility:

- A. Parents/Guardians of students or students age 18 or older (“Parents”) with allergies are required to notify the School in writing of any known allergies at the beginning of each school year or upon learning of such allergy if the school year has already begun.
- B. Parents of students with life threatening allergies must:
  - 1. Ensure that the student has access to emergency medications if prescribed while at the School or School sponsored events.
  - 2. Execute any forms required by the School, including an Authorization of Student Possession and Use of an Epinephrine Autoinjector Form, Authorization of Student Possession and Use of an Asthma Inhaler, and/or Food Allergy Action Plan (the “Plan”).
  - 3. Obtain written approval from the student’s physician permitting the student to carry and use medication, if applicable, in accordance with the School’s Medication Policy.
  - 4. Cooperate with the School to formulate the Food Allergy Action Plan.
  - 5. Provide current emergency contact information and update regularly.
- C. Parents are responsible for educating their student about managing his or her allergy at School, including but not limited to:
  - 1. Safe and unsafe foods
  - 2. Strategies for avoiding exposure to unsafe foods
  - 3. Symptoms of allergic reactions
  - 4. How and when to tell a School staff that he or she is having an allergy-related problem; and
  - 5. Provide current emergency contact information and update regularly

**School Responsibility:**

For students with life threatening allergies, the School shall:

- A. Develop a plan ("Plan) which addresses (1) what actions will be taken to avoid exposure at the School, and (2) what actions will be taken in the event of student exposure. The Plan will be developed through consultation with the student's Parent and the recommendations of the student's physician or allergist. Once created, this Plan will be reviewed and updated as needed.
- B. The School will share the Plan with appropriate School staff and assist all staff who interact with the student on a regular basis to understand the Plan and be informed of what to do in an emergency.
- C. With the consent of the Parent, the Plan may provide a mechanism for the School to provide notice to the student's classmates and/or the Parents of the student's classmates regarding a life threatening food allergy in the School.
- D. The School will follow the procedures detailed in its approved Medication Administration Policy.

The School welcomes input on this policy from parents, students, School employees and volunteers, and community members.

## **SEARCH POLICY**

To maintain a safe and orderly educational environment, School officials may search the person or property, including vehicles, of students, visitors, and others on School property and at or during a School sponsored event, whenever they reasonably suspect a violation of law or of School policies.

School officials may seize any illegal, unauthorized, or contraband materials discovered in the search.

There is no right or expectation of privacy in School lockers or other storage areas or property owned by the School or its affiliates, contractors, or designees.

Random or periodic general inspections of School property may be conducted by School officials or their designees for any reason or no reason at any time without notice, and without consent.

The Board of Directors of the School hereby authorizes the use of metal detectors and canines for searches.

## **Child Abuse or Neglect Reporting Policy**

The Board of Directors will cooperate with the identification and reporting of suspected cases of child abuse or neglect in accordance with the law.

Pursuant to Ohio law, every board member and staff member at the school, who knows or has reasonable cause to suspect child abuse or neglect must immediately report that knowledge or suspicion. For purposes of this policy, a staff member is any individual working at the school whether employed directly by the Board of Directors or employed or contracted by an operator or other service provider.

For purposes of this policy, any reference to parent or parents shall mean the parents, guardians or custodians of the child.

### **Definitions**

#### **A. Abused Child**

An abused child is any child who is the victim of sexual activity; is endangered pursuant to criminal law; exhibits evidence of physical or mental injury inflicted by other than accidental means; or because of the acts of the parents suffers physical or mental injury that harms or threatens to harm the child's health or welfare.

#### **B. Neglected Child**

A neglected child is any child who is abandoned by the child's parents; who lacks adequate parental care because of the faults or habits of the child's parents; whose parents refused to provide proper or necessary subsistence, education, medical or surgical treatment; whose parents refused to provide special care made necessary by the child's physical or mental condition; or other criteria established by law.

### **Procedure for Reporting**

- A. Any staff member at the school shall report any suspected case that reasonably indicates child abuse or neglect. Any staff member who suspects that a child is being, has been, or faces the threat of being abused or neglected must immediately report the suspicion to the public children's services agency or local law enforcement agency. The report to either agency shall be made either by telephone or in person. If requested by the receiving agency, a written report shall be provided.
- B. The reporting individual shall promptly notify the school leader that a report has been made. The school leader shall verify and document that the suspected case was properly reported. The identity of the reporting person shall be confidential subject only to disclosure pursuant to court order or consent.
- C. The public children's agency or local law enforcement is responsible for the investigation of the case and staff members should not attempt to pressure the student into divulging information.

**Training Requirement**

For purposes of this policy, the Board of Directors authorizes school leaders, or operator, if applicable, to develop a curriculum in consultation with public or private agencies that meet the training requirements and curriculum contents below.

Within two (2) years of commencing employment, each School staff member shall complete at least four (4) hours of in-service training in the prevention of child abuse (which includes child sexual abuse), violence, substance abuse, the promotion of positive youth development, and youth suicide awareness and prevention. Thereafter, each staff member shall complete training on youth suicide awareness and prevention every two (2) years and all other above topics every five (5) years.

The in-service training shall also incorporate (1) training on school safety and violence prevention, including human trafficking content; (2) training on the Board's harassment, intimidation and bullying policy; (3) training on the prevention of substance abuse; (4) training on youth suicide awareness and prevention; and (5) for those staff employed to work in middle school or high school grades, training on prevention of dating violence.

**Penalty**

Pursuant to Ohio law, any person who violates the child abuse reporting statute is liable for compensatory and exemplary damages to the child who would have been the subject of the report that was not made.

Violation of the statute or policy may also result in additional discipline measures, including termination of employment.

## **Corporal Punishment Policy**

The Board of Directors does not condone the use of unreasonable force or fear in student discipline.

No staff member or school bus driver shall resort to physical force or violence to compel compliance by a student. Staff members may use removal from the classroom as a disciplinary measure if necessary. Suspension and Expulsion may also be utilized in compliance with the School's Suspension and Expulsion Policy.

All staff members and school bus drivers may use and apply such amount of force and restraint as is reasonable and necessary: to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the student's person or within the student's control; for the purpose of self-defense; or for the protection of persons or property. In the event force or restraint is necessary, staff members should use procedures in compliance with the School's Positive Behavior Interventions and Support Restraint & Seclusion Policy.

Corporal punishment is not permitted. If a staff member or school bus driver inflicts or threatens to inflict unnecessary, unreasonable, irrational, or inappropriate force upon a student, s/he may be subject to discipline and possibly criminal charges.

## **PREVENTION OF SEXUAL MISCONDUCT AND ABUSE POLICY**

The Board is committed to providing the School's students with a safe and supportive learning environment and to protecting its students from sexual misconduct and abuse. The responsibility to protect students from sexual misconduct and abuse is shared by the Board, administrators, teachers, other employees, volunteers, parents, state agencies, and law enforcement.

The Board recognizes the importance of communication and interaction between students and adults in student achievement, successful learning, and instruction. At the same time, clear and reasonable boundaries for educator-student relationships are necessary to protect students from sexual misconduct and abuse and to protect adults from misunderstandings and false accusations.

This policy applies to administrators, employees, volunteers, and vendors providing instructional services to students. In this policy, these individuals will be referred to as "adults."

### **Sexual Misconduct and Abuse Prohibited**

Adults are prohibited from engaging in sexual misconduct and abuse of students, which includes dating; making sexual advances; seeking romantic or sexual relationships; having conversations of a sexual nature not related to the adult's professional responsibilities; and sexual contact.

### **In-Person Communication and Interaction**

Personal contact between adults and students must be nonsexual, appropriate to the circumstances, and unambiguous in meaning. Adults should avoid the appearance of impropriety in their interactions with students. Behaviors that can create an appearance of impropriety include, but are not limited to:

- Conducting ongoing, private conversations with individual students that are unrelated to academics, school activities, or the well-being of students and that take place in locations inaccessible to others;
- Inviting a student or students for home visits;
- Visiting the homes of students, unless for a school sanctioned and scheduled home visit with parent/guardian present;
- Inviting students for social contact off school grounds without the permission or knowledge of parents/guardians; and
- Transporting students in personal vehicles without the parents or supervisors.

Employees and volunteers should respect boundaries consistent with their roles as educators, mentors, and caregivers. Violations of these boundaries include:

- Physical contact with a student that could be reasonably interpreted as constituting sexual harassment;
- Showing pornography to a student;
- Unnecessarily invading a student's personal privacy;
- Singling out a particular student or group of students for personal attention and friendship beyond the bounds of an appropriate educator/mentor-student relationship;
- Conversation of a sexual nature with students not related to the employee's professional responsibilities; and
- A flirtatious, romantic, or sexual relationship with a student.

### **Electronic Communication**

Digital technology and social networking provide multiple means for educators and other employees to communicate appropriately with students and personalize learning. Such communication between adults and students must be transparent, accessible to supervisors and parents/guardians, nonsexual, appropriate to the circumstances, unambiguous in meaning, and professional in content and tone.

As with in-person communications, educators and volunteers should avoid appearances of impropriety and refrain from inappropriate electronic communications with students. Factors to consider in determining whether an electronic communication is inappropriate include, but are not limited to:

- The subject, content, purpose, authorization, timing, and frequency of the communication;
- Whether there was an attempt to conceal the communication from supervisors and/or parents/guardians;
- Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship; and
- Whether the communication was sexually explicit.

Adults must restrict one-on-one, electronic communications with individual students to accounts, systems, and platforms that are provided by and accessible to School personnel.

If an adult does not have access to a Board-approved communication account, system, or platform and there is a time-sensitive or emergency, School-related matter that must be communicated to students, the adult may use a personal communication account, system, or personal social media to communicate this information. The adult must note the date, time, and nature of the contact and make this information available to a supervisor upon request.

Parents/guardians are encouraged to have access to their children's social networking and digital communications and to supervise their children's use of these methods of communication.

### **Reporting of Violations**

Adults are required to report any case of suspected sexual misconduct or abuse to their supervisor, who shall report such information to the Head of School. This requirement is in addition to the requirements for reporting cases of suspected child abuse or neglect under any mandatory reporting laws.

In addition, adults are required to report suspected violations of this policy regarding in-person and electronic communications with students to their supervisor, who shall report such information to the Head of School.

### **Training**

The Board's operator will provide training for employees and volunteers on the prevention of misconduct and abuse. Information about this policy will also be disseminated to employees, volunteers, students and parents.

### **Investigation and Consequences for Violations**

The Board's operator and authorities as appropriate, shall investigate all reports of suspected violations of this policy. Inadvertent and innocuous violations of this policy may provide opportunities for additional counseling and training but further discipline up to and including termination may be appropriate in any circumstance. Appropriate formal disciplinary procedures will follow violations of this policy when the substance of the conduct or communication in question is found to be inappropriate, flirtatious, romantic, or sexual.

## Medication Policy

The School does not administer medication (prescription or otherwise) other than as provided in this policy, the School's Food Allergy Policy, and the Seizure Disorder Policy.

Per Ohio Revised Code Section 3313.716 students are permitted to possess and use a metered dose or dry powder Asthma Inhaler to alleviate or prevent asthmatic symptoms at the School.

Per Ohio Revised Code Section 3313.718(B) and 3314.03(A)(11)(d) students are permitted to carry and use an epinephrine auto-injector to treat anaphylaxis (an intense allergic reaction). In order for a student to properly possess or use an epinephrine autoinjector at the School, written approval from the Student's physician and parent must be signed and received by the School.

For all medications including asthma inhalers and epinephrine autoinjectors, written approval by the Student's physician must include all information as detailed herein below or as indicated on the Food Allergy Action Plan, if applicable. If a student has a serious food allergy, the Parent must complete a Food Allergy Action Plan.

"Written Approval" hereunder must include the following information:

1. The name and address of the Student;
2. The name of the School and class in which the student is enrolled;
3. The name of the medication and the dosage to be administered;
4. The times or intervals at which each dosage of the medication is to be administered;
5. The date the administration of the medication is to begin;
6. The date the administration of the medication is to cease (if applicable);
7. Acknowledgement that the physician has determined that the Student is capable of possessing and using the auto injector appropriately and has provided the Student with training in the proper use;
8. Any severe adverse reactions that should be reported to the physician and one or more phone numbers at which the physician can be reached in an emergency;
9. Instructions outlining procedures to follow if the asthma inhaler does not provide adequate relief;
10. A list of adverse reactions that may occur to an individual for whom the asthma inhaler was not intended uses the medication;
11. At least one emergency telephone number for contacting the physician and one number for contacting the parent/guardian.
12. And any other special instructions.

Should any information regarding the medication change, the parent must submit a revised written statement. All medications must be in the prescribed container.

The School shall acquire and retain copies of each request and accompanying statement. The statement shall be given to the employee authorized to administer the drug by the next school day after receipt.

The School shall store the medication in a locked location in the school office or other location as determined by School personnel that meets legal requirements for storage. Any drugs that require refrigeration shall be stored in a refrigerator located in a place not commonly used by students.

Properly trained School staff may administer epinephrine in an emergency situation, in accordance with the Written Approval and/or the student's Food Allergy Action Plan when emergency medical service providers are not immediately available and the exigency of the circumstance require immediate action. School staff will immediately request assistance from an emergency medical service provider whenever a student is administered epinephrine at the School or at an activity, event, or program sponsored by the School. This request for medical assistance applies whether the student self-administers the medication or a School staff administers it to the student.

### **Students with Diabetes**

All students enrolled in the School will receive appropriate and needed diabetes care in accordance with an order signed by the treating physician. The care includes any of the following:

1. Checking and recording blood glucose levels and ketone levels, or assisting the student with the check.
2. Responding to blood glucose levels outside of the student's target range.
3. Administering glucagon or other prescribed emergency treatment during a case of severe hypoglycemia.
4. Administering or assisting in the administration of insulin
5. Providing oral diabetes medication
6. Understanding schedules and food intake for meals and snacks to calculate medication dosages pursuant to the physician's order.
7. Following the physician's instructions regarding meals, snacks, and physical activity
8. Administering diabetes medication as long as the following conditions are met:
  - a. Administered by a school nurse, or in the absence of a school nurse an employee trained in diabetes care.
    - i. Any training shall be coordinated by a school nurse or a licensed health care professional with expertise in diabetes;
    - ii. Each year the training shall take place prior to the beginning of the school year, or as needed, not later than fourteen days after receipt of a physician's order;
    - iii. Any individual who completes the required training shall be considered by the Board as qualified to administer diabetes care.
    - iv. The school nurse or licensed health care professional shall provide follow up training and supervision.
  - b. The school receives a written request with the following information:
    - i. The name and address of the student;
    - ii. The school and class in which the student is enrolled;
    - iii. The name of the drug and the dosage to be administered;

- iv. The times or intervals at which each dosage of the drug is to be administered;
  - v. The date the administration of the drug is to begin;
  - vi. The date the administration of the drug is to cease;
  - vii. Any severe adverse reactions that should be reported to the prescriber and one or more phone numbers at which the prescriber can be reached in an emergency;
  - viii. Special instructions for administration of the drug, including sterile conditions and storage.
- c. The parent agrees to submit a revised statement upon any changes.
  - d. The person administering the drug has a copy of the statement
  - e. The medication is in the prescribed container

Within fourteen days of receipt of a physician's order regarding a student with diabetes, the School shall inform the student's parent/guardian that the student may be entitled to a 504 plan.

Upon written request of a parent/guardian, a student with diabetes shall be permitted to attend to their own care in accordance with the Physician's order if the student's treating physician determines the student capable of performing the tasks. The student shall be permitted to perform the care tasks in any area and to possess all necessary supplies and equipment. If the student uses the medical equipment for purpose other than the student's own care, the School may revoke the student's permission to attend to their own care.

The School, members of the Board, and employees of the School are not liable in damages in a civil action for injury, death, or loss to person or property allegedly arising from providing care or performing duties associated with diabetes care unless the act or omission constitutes willful or wanton misconduct.

No later than the last day of December of each year, the School shall report to the Ohio Department of Education and Workforce, the following information:

1. The number of students with diabetes enrolled during the previous school year.
2. The number of errors associated with the administration of diabetes medication during the previous school year.

## **Tobacco Policy**

### **Definitions:**

"Smoke" means to burn any substance containing tobacco, including a lighted cigarette, cigar, or pipe, or to burn a clove cigarette.

"Use tobacco" means to chew or maintain any substance containing tobacco, including smokeless tobacco, in the mouth to derive the effects of tobacco.

This policy does not apply to any cessation product approved by the United States Food and Drug Administration for use as a medical treatment to reduce and eliminate nicotine or tobacco dependence.

### **Prohibition:**

No student shall smoke or use tobacco or possess any substance containing tobacco in any area under the control of the School or at any activity supervised by the School.

No student shall use or possess any substance containing betel nut in any area under the control of the School or at any activity supervised by the School.

### **Enforcement/Disciplinary Measures:**

1. The first violation of this policy shall result in confiscation of tobacco products, notification to parents and/or guardians if the student is under 18 years of age, and at least one the following:
  - a. A student meeting and individual student assessment with a chemical health educator or designated staff to discuss commercial tobacco use and school policy.
  - b. Student participation in tobacco education program.
  - c. Offering student information about available cessation programs and resources.
2. The second violation of this policy shall result in confiscation of tobacco products, notification to parents and/or guardians if the student is under 18 years of age, and offering the student information about available cessation programs, as well as at least one of the following:
  - a. A student meeting and individual student assessment with a chemical health educator or designated staff with parents and/or guardians to discuss commercial tobacco use and school policy.
  - b. Student participation in a tobacco education program.

3. The third and any subsequent violation of this policy shall result in confiscation of tobacco products, notification of parents and/or guardians if the student is under 18 years of age, offering student information about available cessation programs, and student participation in a tobacco education program as well as at least one of the following:
  - a. A student meeting and individual student assessment with a chemical health educator or designated staff with parents and/or guardians to discuss commercial tobacco use and school policy.
  - b. Other disciplinary measure.

**Resources:**

For educational materials and local tobacco cessation programs, visit <https://odh.ohio.gov/know-our-programs/tobacco-use-prevention-and-cessation/welcome-to>

## Seizure Disorder Care Policy

### Seizure Action Plans

Per Ohio Revised Code Section 3313.7117 the Board of Directors establishes this policy regarding seizure action plans for students.

The Board of Directors directs the school nurse or other employee to collaborate with the parent/guardian to develop an individualized seizure action plan for each student enrolled at the School with an active seizure disorder diagnosis. The plan shall include the following:

- A written request signed by the student's parent, guardian, or other person having care or charge of the student, to have seizure disorder prescriptions administered to the student; and
- A written statement from the student's treating practitioner providing information on each drug prescribed to the student for a seizure disorder.

The seizure action plan shall only be effective for the school year during which it was written and must be renewed at the beginning of each school year. The plan shall be maintained in the office of the School nurse or School Administrator if the School does not employ a nurse.

The School nurse, or a School Administrator if the School does not employ a nurse, shall provide written notice of the existence and content of each seizure action plan to each employee, contractor, and volunteer who regularly interacts with the student, has legitimate educational interest in the student or is responsible for the direct supervision of the student, or is responsible for the transportation of the student to or from school. The School nurse or a School administrator if the School does not employ a school nurse, shall ensure all of these such individuals are as required by law trained in the care of students with seizure disorders.

The School nurse, or a School administrator if the School does not employ a school nurse, shall coordinate seizure disorder care at the School.

### Training

The Board of Directors designates the **School Administrator**, in addition to the School nurse, to be trained on the implementation of seizure action plans every two years. The School shall provide or arrange for the training of the employee. The training must include and be consistent with guidelines and best practices established by a nonprofit organization that supports the welfare of individuals with epilepsy and seizure disorders, such as the Epilepsy Alliance Ohio or Epilepsy Foundation of Ohio or other similar organizations as determined by the Department of Education and Workforce, and the training must address all of the following:

- Recognizing the signs and symptoms of a seizure;
- The appropriate treatment for a student who exhibits the symptoms of a seizure; and
- Administering drugs prescribed for seizure disorders.

Additionally, the Board of Directors requires each person employed at the School as an administrator, guidance counselor, teacher, or bus driver to complete a minimum of one hour of self-study training or in-person training on seizure disorders within ninety days of employment.

### **Seizure Medication Administration**

A drug prescribed to a student with a seizure disorder shall be provided to the school nurse or another person at the school who is authorized to administer it to the student if the school does not employ a full-time school nurse. The drug shall be provided in the container in which it was dispensed by the prescriber or a licensed pharmacist.

Drugs as prescribed for seizure disorder that are to be administered to students pursuant to this policy and Ohio Revised Code 3313.7117 may be kept in an easily accessible location.

A student may possess a drug prescribed to the student designed to prevent the onset of a seizure or to alleviate symptoms of a seizure if the following apply:

- The student has written approval of the student's physician and if the student is a minor the written approval of the parent/guardian or other person having care or charge of the student. The physician's approval shall include the following:
  - Student's name and address
  - Name of the drug and the dosage to be administered
  - Circumstances under which the drug is to be administered to the student
  - How the drug is to be administered to the student
  - Written instructions that outline procedures school personnel should follow in the event the drug does not prevent the onset of a seizure or alleviate the symptoms of a seizure
  - Any severe adverse reactions that may occur and that should be reported to the physician
  - Any severe adverse reactions that may occur to another student for whom the drug is not prescribed should the student receive a dose
  - At least one emergency phone number for the physician
  - At least one emergency phone number for the parent/guardian or other caretaker
  - Any special instructions from the physician
- The School leader/principal and the nurse, if there is a nurse assigned to the building, shall receive copies of the written approvals.

Any individuals described in this policy may administer a prescribed seizure drug if the individual has received a copy of the written approval issued by the student's physician which contains the information required by this policy and received training regarding the circumstances under which the drug is to be administered and how to administer the drug

## **Imitation Protein Policy**

### **I. Authority and Purpose**

Pursuant to Ohio Revised Code § 3313.8110, as applicable to community schools under Ohio law, the Governing Authority adopts this policy to prohibit the purchase of foods misbranded as meat or egg products and to prohibit the purchase of cultivated-protein food products.

This policy ensures compliance with Ohio food labeling laws under ORC §§ 3715.601 and 3715.602 and supports transparency and lawful procurement practices in all school-operated food programs.

### **II. Definitions**

1. Meat Product: A food derived from meat processing.
2. Egg Product – A food derived from egg processing in which eggs or egg parts are the primary ingredient.
3. Fabricated egg-product: A food that has one or more sensory attributes that resemble an egg product but that, in lieu of being the output of a laying hen, is derived from manufactured plants or other organic materials.
4. Manufactured-protein food product: A cultivated protein food, insect protein food, or plant protein food.

### **III. Misbranding**

A product is considered misbranded if it violates the labeling standards established in ORC § 3715.602, including use of identifying meat or egg terms without appropriate qualifying language.

### **III. Procurement and Transparency**

All food products purchased shall be accurately described in documentation and food service inventories.

Imitation meat and imitation egg products must be clearly identified as such at the point of sale or service. Labels, menus, and promotional materials must not imply that these products are actual meat or egg products unless the product's name and description accurately reflect its nature.



# LEGAL UPDATE

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## For Ohio Community School Boards



## HOUSE BILL 455

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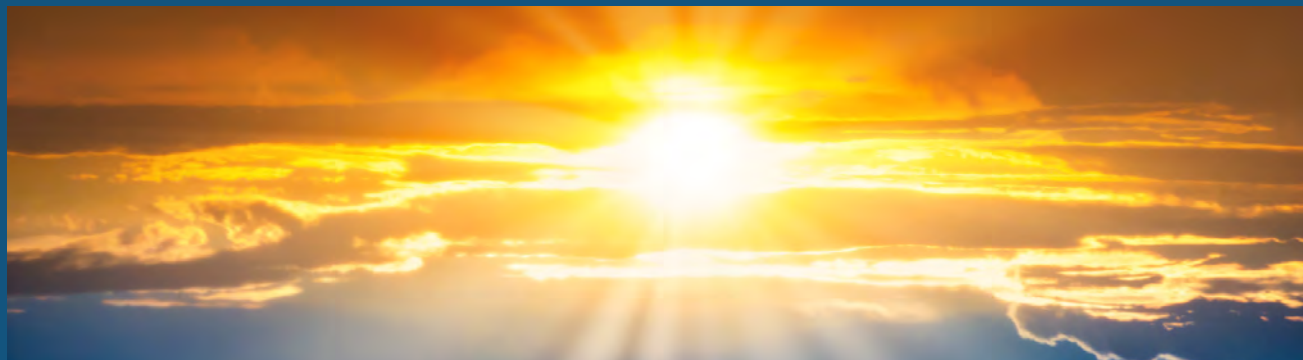
In July Governor DeWine signed into law HB 455, which includes several provisions affecting community schools:

### **New Automatic Community School Closure Standards**

- Replaces much of the prior star-rating-based closure system with a system based on statewide performance rankings.
- Schools serving only up to grade 3 may be subject to closure after ranking in the lowest 5% statewide on Performance Index for 3 consecutive years.
- Schools serving grades 4–12 may be subject to closure after:
  - Ranking in the lowest 5% statewide on the Performance Index; &
  - Ranking in the lowest 60% statewide on the value-added measure.
- The new closure standards will be phased in during the 26–27 and 27–28 school years and will be fully implemented beginning in 2028–2029.
- \*DOPR schools and schools in which a majority of students receive special education services remain exempt from this general automatic closure.

### **E-School Remote Testing**

- Internet- or computer-based community schools must make remote state testing available to students when the statutory remote requirements can be met: security, 11:1 proctoring, video & audio monitoring, etc.
- E-schools may identify a preferred testing method, but a parent may elect an alternative, which the school must accommodate to extent practicable.



## New Sunshine Law Training Requirements

Summer break may be over for schools, but the new sunshine law training requirements are just getting started. Beginning July 1, 2026 Open Meetings & Public Records annual community school training must:

- Be completed by all board members, fiscal officers, chief administrative officers, and all administrative and supervisory employees working for or assigned to the school
- Be a live (not recorded, but can be virtual) at least 1 hour session
- Conducted by an Ohio-licensed attorney who serves as counsel for, or is employed by, a community school, sponsor, or operator

The existing three-hour training provided by the Auditor of State or Attorney General remain eligible alternative training options.

### JOIN THESE TRAININGS TO BE COMPLIANT FOR FY27

**Thursday, August 27<sup>th</sup> 6:00 PM**

**Wednesday, September 23rd 12:00**

Simply click on the link above to join. No need to register, but you must enter your full name when you join the Zoom and remain for the entire hour in order to receive a certificate.

Reach our office to arrange other dates at your board's convenience.



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# OCCS BOARD BRIEF *August 2026*

## Ohio Digital Learning School

### Regional Representative's Report:

- OCCS extends a warm welcome to Nicole Johnson as the new Executive Director of ODLS. We look forward to working together and wish you great success in this new role!
- As a reminder, OCCS will be collecting documentation of required staff trainings for the 2026–2027 school year. Please ensure all staff complete the required trainings and maintain appropriate records. Required trainings include Child Abuse Mandatory Reporting, Sudden Cardiac Arrest, Seizure Disorders, and Crisis Management/De-Escalation, as well as any other trainings required by law or school policy. Kristin will work with school leaders to collect training documentation by the September 30 deadline.
- In the next few months, Kristin Pallitta will begin gathering data for the First Trimester Compliance review. This process involves a site visit, reviewing policies and examining postings in the building, as well as on the school's website.
- Thank you to ODLS for joining us at the OCCS Convocation on August 6—it was wonderful to have you there as we kicked off the new school year together. A special shoutout to your staff members who attended and brought your school's voice, energy, and presence to the event.

## COMPLIANCE AND TECHNICAL ASSISTANCE

### Academic Intervention and Prevention Policy

[State law](#) requires each school's governing board to review annually and either update or reapprove its Academic Prevention and Intervention Policy.

### Career Advising Policy (Grades 6-12)

[State law](#) requires each school's governing board to review and either update or reapprove its Career Advising Policy at least once every two years. The policy must be posted in a prominent place on the school's website. For more information on Career Advising Policies and additional resources, click [here](#). ODLS' governing board last approved this policy on September 26, 2025.

### Fraud Reporting Requirements

As a reminder, if a governing board member or school employee becomes aware of fraud, theft in office, or the misuse or misappropriation of public money, the person must notify the Auditor of State (AOS) via the AOS fraud-reporting system per [state law](#).

- Each new employee must confirm receipt of the AOS fraud-reporting information and complete the required training within 30 days of employment and every 4 years thereafter. Please keep training certificates and employee acknowledgments on file.
- Click [here](#) to read the full AOS Bulletin regarding this requirement and [here](#) to access the training.
- Governing Authority members are not required to complete the short video from the AOS, but it is recommended as best practice.

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## FISCAL

### Financial Forecasts and Enrollment

Due to new legislation, the annual Financial Forecast is due to OCCS by **August 14**. The forecast provides a four-year projection of the school's financial position based on assumptions for enrollment, revenues, expenditures, and cash balances. As boards review the forecast for approval, they should understand these key assumptions and recognize that actual enrollment at the start of the school year may influence the school's financial outlook. Regular monitoring throughout the fall will help ensure the school remains on track to meet both its operational and fiscal goals.

## SPECIAL EDUCATION

### OCCS Special Education Needs Assessment

The OCCS Special Education Needs Assessment is now available. This brief assessment is designed to help OCCS identify each school's technical assistance needs and prioritize training, guidance, and support throughout the school year. School leaders and special education contacts were to complete the assessment by **August 7, 2026**. ODLS' leadership team completed the Needs Assessment survey well before the deadline, thank you for your attention to this important matter.

### E-School Plan for Providing Special Education Services

Annually, all e-schools are required to complete the ODEW E-School Sponsor Certification Plan. The completed form is due to OCCS by **September 1, 2026**, allowing OCCS to complete the sponsor certification process required by the Ohio Department of Education and Workforce (ODEW).

### ODEW Annual Restraint and Seclusion Data Collection

The annual [Restraint and Seclusion Data Collection](#) for the **2025–2026** school year closes on **August 21, 2026**. Schools should verify that all required restraint and seclusion incidents have been accurately reported prior to the submission deadline. Directions for completing the data collection, frequently asked questions, and additional guidance are available on ODEW's Restraint and Seclusion webpage.

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