



OHVA Board of Trustees Meeting
 June 11, 2024 at 2:05 PM

Our Approach: Student-centric, Innovative
Our People: Passionate, Engaged
Our Students: Inspired, Empowered, Educated

1. Meeting called to order by Board President Stephen Vasquez at 2:05 PM.
2. Roll Call/Guests:

1	Board Members	Present	Absent	Time of Arrival After Call to Order
1	Kelly Arndt – Member	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2	Bruce Boerst – Member	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3	Adam Davenport – Board Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2:16 pm
4	Patty Humbert - Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5	Susan Lippens – Board Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2:15 pm
6	Ben Lochbihler – Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7	Gina Lopez – Member	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8	Jacob Moeller – Board Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9	Matt Norton – Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10	Stephen Vasquez – Board President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11	OCCS Ex-Officio Representative – Kristin Katakis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Also in attendance were: K12 Senior Head of School, Dr. Kristin Stewart; K12 Director of Academics, Kyle Wilkinson; K12 Senior Operations Manager, Emily Rogers; K12 Finance Manager and OHVA Designated Fiscal Officer, Dawn Cummings; Special Programs Manager, Johna McClure; HR, Danielle Thomas; Kristin Katakis and Lenny Schafer of OCCS; and OHVA Legal Counsel, David M. Smigelski. Various members of K12 Administrative Team were also in attendance.

3. Public Participation on Agenda Items: None.
4. Public Participation on Non-Agenda Items: None.



5. Approval of Minutes of the Regular Meeting of May 21, 2024. (motion)

Motion I: Resolution Regarding Approval of Meeting Minutes

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the minutes from the meeting held on May 21, 2024.

Discussion: Mr. Matt Norton moved to approve the meeting minutes of May 21, 2024. Jacob Moeller seconded to approve. Minutes were unanimously approved by those Board members present.

Moved: Norton **Seconded:** Moeller

Vote: Arndt	Y <input type="checkbox"/>	N <input type="checkbox"/>
Boerst	Y <input type="checkbox"/>	N <input type="checkbox"/>
Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Lopez	Y <input type="checkbox"/>	N <input type="checkbox"/>
Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

6. Other: Executive Director, Lenny Schaeffer, with OCCS discussed the new Contract between OCCS and OHVA. Mr. Schaffer also announced the awarding of grants.

7. Operations:

- a. Head of School Report:** Dr. Stewart announced that there were 1048 graduates for the school year.
- b. Academic Report:** Mr. Wilkinson presented the academic report and discussed the requirements as to Science of Reading under House Bill 33. Training requirements as well as ratio and training requirements.
- c. Special Programs:** Ms. McClure provided a Special Programs update and reviewed recent events. Mr. Norton and Mr. Vasquez inquired as to whether the enrichment funds could be utilized for events and in support of future events, such as Imagination Station and the Toledo Zoo.
- d. Operations Report:** Ms. Rogers provided a residency verification update.



8. Finance:

- a. Bank reconciliation (May) (motion)

Motion III: Resolution regarding filing of the bank reconciliations

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the filing of the bank reconciliation for the month of May 2024, as recommended by the School Treasurer.

Discussion: Mr. Moeller confirmed he had an opportunity to review the bank reconciliations for May 2024 as presented by the School Treasurer and they appeared appropriate.

Moved: Moeller	Seconded: Lochbihler	Vote:	Arndt	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Boerst	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lopez	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

- b. **Review of FY24 Budget and financials:** See report which highlights fiscal year 2024 bonus, fiscal year 2025 merit bonus, and fiscal year 2024 credits.

- c. **Fiscal Year 2025 Budget (Motion)**

Motion III: Resolution regarding OHVA Fiscal Year 2025 Budget

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the Fiscal Year 2025 Budget, a copy of which is attached hereto, as recommended by the School Treasurer.

Discussion: Fiscal Officer, Dawn Cummings, reviewed the Fiscal Year 2025 Budget. There being no further discussion, the resolution was approved.

Moved: Norton	Seconded: Davenport	Vote:	Arndt	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Boerst	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lopez	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>



- d. **Credit Card Discussion:** Dawn Cummings informed the Board that OHVA credit card do not have rewards and that no rewards are received through the use of same.

9. Personnel/Staff Development:

- a. Resignation of Employee and Waiver of K12 Contract Provision (Motion)

Motion IV: Resolution regarding Resignation of Employee and Waiver of Paragraph 7.04

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the resignation of Mindy Cvitkovich as a Lead Teacher Middle School, effective August 1st to allow her to accept a position with Stride, Inc. or an affiliate (“Stride”). Further, the Board of Trustees of OHVA hereby waives the application of Paragraph 7.04 entitled Non-Solicitation of the Third Amended and Restated Educational Products and Administrative & Technology Services Agreement between OHVA and K12 Virtual Schools LLC to allow Mindy Cvitkovich to be employed by Stride as a Middle School Assistant Principal, exclusively for Ohio Virtual Academy. This waiver is revoked if Stride employs this individual in a position other than the one specifically listed.

Discussion: Mr. Vasquez explained that the current agreement with K-12 does not allow for K-12 to hire OHVA employees. However, to the extent that employees are hired in order to advance within OHVA and provide continued service to OHVA, the Board has allowed such hirings to occur contingent upon their continued service to OHVA. Consequently, this resolution is necessary to document the allowance as well as the contingency.

Moved: Lippens	Seconded: Humbert	Vote: Arndt	Y <input type="checkbox"/>	N <input type="checkbox"/>
		Boerst	Y <input type="checkbox"/>	N <input type="checkbox"/>
		Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Lopez	Y <input type="checkbox"/>	N <input type="checkbox"/>
		Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

10. Compliance

- a. OCCS Monthly Report: Kristin Katakis provided an OCCS update, which included legislative and compliance requirements for the fiscal year (included in the board packet). Ms. Katakis also discussed that OCCS invited all board members from each eSchool to the Annual Convocation on August 8, 2024.



b. Semi-Annual Bullying and Harassment Report: No reports of bullying and harassment.

c. Annual Meeting Date (motion)

Motion V: Resolution regarding Annual Meeting

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby resolves that the Annual Meeting will be held on August 20, 2024, as recommended by the Head of School.

Discussion: Mr. Vasquez confirmed the meeting would be held at same time as regular meetings.

Moved: Norton	Seconded: Davenport	Vote:	Arndt	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Boerst	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lopez	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

d. Employee Handbook (motion)

Motion VI: Resolution regarding the 2024-2025 Employee Handbook

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the following changes to the OHVA Employee Handbook, which shall be effective as of August 1, 2024, as recommended by the Head of School:

The Head of School shall be responsible for making sure all employees are aware of the changes to the Employee Handbook.

Discussion: Dr. Stewart highlighted the changes to the OHVA Employee Handbook and provided explanation as to the necessity for the changes. A detailed discussion regarding a change in the date for required notification to teachers of the intention not to extend employment for the following year occurred (p. 17). There being no further discussion, the changes proposed, incorporated by reference, were approved.

Moved: Lippens	Seconded: Norton	Vote:	Arndt	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Boerst	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lopez	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>



e. Parent Student Handbook (motion)

Motion VII: Resolution regarding 2024-25 School Handbook

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the following changes to the School Handbook as recommended by the Head of School:

Discussion: Dr. Stewart reviewed the proposed changes to the School Handbook which were incorporated by reference. There being no further discussion, the resolution was approved.

Moved: Davenport	Seconded: Lippens	Vote: Arndt	Y <input type="checkbox"/>	N <input type="checkbox"/>
		Boerst	Y <input type="checkbox"/>	N <input type="checkbox"/>
		Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Lopez	Y <input type="checkbox"/>	N <input type="checkbox"/>
		Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

f. Review of Health and Safety Policies (motion)

Motion VIII: Resolution regarding Health and Safety Policy Review

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby acknowledges that is has reviewed the below policies and procedures to ensure the safety of students, employees, and other persons, and to ensure that the policies of OHVA comply with all applicable health and safety laws and regulations:

- Eyewear Safety Policy
- Child Abuse and Neglect Reporting Policy
- Food Allergies Policy
- Administering Medication Policy
- Use of Medication Policy
- Possession and Use of Epinephrine Auto-injector Authorization Policy
- Use of Tobacco Policy
- Seclusion and Restraint Policy
- Missing Children Policy
- Diabetes Care Policy
- Anti-Bullying Policy
- Drug Free Schools Policy
- Drug-Free Workplace Policy
- Emergency Situations Policy
- Workplace Violence Policy
- Employee Safety and Health Policy
- Smoke Free Workplace Policy
- Severe Weather Policy
- Workplace Injuries and Illness Policy



Discussion: There being no further discussion, the resolution was approved.

Moved: Humbert **Seconded:** Lippens **Vote:**

Arndt	Y <input type="checkbox"/>	N <input type="checkbox"/>
Boerst	Y <input type="checkbox"/>	N <input type="checkbox"/>
Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Lopez	Y <input type="checkbox"/>	N <input type="checkbox"/>
Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

g. OHVA Cell Phone Policy (motion)

Motion IX: Resolution regarding OHVA Cell Phone Policy

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the OHVA Cell Phone Policy, a copy of which is attached hereto, as recommended by the Head of School.

Discussion: There being no further discussion, the resolution was approved.

Moved: Davenport **Seconded:** Moeller **Vote:**

Arndt	Y <input type="checkbox"/>	N <input type="checkbox"/>
Boerst	Y <input type="checkbox"/>	N <input type="checkbox"/>
Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Lopez	Y <input type="checkbox"/>	N <input type="checkbox"/>
Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>



h. OHVA Policy Manual (motion)

Motion X: Resolution regarding OHVA Policy Manual

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the OHVA Policy Manual, a copy of which is attached hereto, as recommended by the Head of School.

Discussion: Dr. Stewart and Kyle Wilkinson reviewed the proposed changes to the OHVA Policy Manual. There being no further discussion, the changes were approved as proposed.

Moved: Moeller	Seconded: Lochbihler	Vote:	Arndt	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Boerst	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lopez	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

i. Statement of Continued Existence with Ohio Secretary of State (motion)

Motion XI: Resolution regarding legal filings with Secretary of State

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby authorizes Board President, Stephen Vasquez, to sign and execute the Statement of Continued Existence as required by Ohio law. The required form will then be submitted to the Ohio Secretary of State for filing by OHVA legal counsel.

Discussion: Mr. Smigelski explained the necessity of filing a Statement of Continued Existence with the Ohio Secretary of State. The filing occurs every five years. There being no further discussion, the resolution was approved.

Moved: Vasquez	Seconded: Moeller	Vote:	Arndt	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Boerst	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lopez	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>



j. K12 Contract Extension (motion)

Motion XII: Resolution regarding Extension Amendment

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves and authorizes OHVA Board President, Stephen Vasquez, to execute and sign the partially executed document entitled Extension Amendment to Third Amended and Restated Education, Administrative, and Technology Services Agreement, a copy of which is attached hereto.

Discussion: Mr. Vasquez explained that the Extension Amendment will be for an additional year. Discussions will commence with Stride/K-12 later in the year.

Moved: Norton	Seconded: Lippens	Vote:	Arndt	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Boerst	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lopez	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

k. Amendment to Community School Contract with OCCS (motion)

Motion XIII: Resolution regarding Amendment to Community School Contract with OCCS

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the Amendment to Community School Contract with OCCS, as attached hereto and incorporated herein. The Board further authorizes and directs OHVA Board President, Stephen Vasquez, to sign on behalf of OHVA any document necessary to reflect this Amendment to the Community School Contract with OCCS to effectively change the expiration of such contract with OCCS to June 30, 2024.

Discussion: Lenny Schafer conveyed his thanks to the Board for the continued relationship between OCCS and OHVA. There being no further discussion, the resolution was approved.

Moved: Davenport	Seconded: Lippens	Vote:	Arndt	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Boerst	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lopez	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>



I. Approval of Community School Contract with OCCS (motion)

Motion XIV: Resolution regarding Community School Contract with OCCS

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the Community School Contract with OCCS, as attached hereto and incorporated herein. The Board hereby authorizes and directs OHVA Board President, Stephen Vasquez, to sign on behalf of OHVA any document necessary to reflect this Community School Contract with OCCS to be effective July 1, 2024. The Head of School shall immediately implement any steps necessary to meet the requirements set forth in the Community School Contract with OCCS.

Discussion: There being no further discussion, the resolution was approved.

Moved: Norton	Seconded: Lippens	Vote:	Arndt	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Boerst	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Lopez	Y <input type="checkbox"/>	N <input type="checkbox"/>
			Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
			Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

11. Executive Session (none)

12. Other Updates: (none)

13. Upcoming event dates and communications:

- a. OCCS eSchool Convocation – August 8, 2024, at Renaissance Columbus Westerville-Polaris Hotel
- b. Kalahari – August 13-14, 2024
- c. Board – Annual Meeting- August 20, 2024

Having no further business, Mr. Vasquez adjourned the meeting at 3:50 p.m.

691308



FY25 Proposed Budget

May 2024



Assumptions

	FY25 Proposed Budget May	FY24 Current Forecast
ENROLLMENT		
Average Enrollment	15,846	15,143
STUDENT/TEACHER RATIOS:		
Elementary School (K-5)	45:1	60:1
Middle School (6-8) **CRE 7-8	190:1 and 175:1 for CRE	190:1 and 175:1 for CRE
High School (9-12)	200:1 for most, 350:1 for PE and 175:1 for CRE	200:1 for most, 350:1 for PE and 175:1 for CRE
SPED Intervention Specialists (K-8)	16:1	16:1
SPED Intervention Specialists (9-12)	24:1	24:1
K-5 Advisors	400:1	400:1
Middle School and High School Advisors	300:1	300:1
High School Counselors	350:1	350:1
FUNDING PER FULL-TIME STUDENT		
Per pupil funding guaranteed rate	\$ 7,136	\$ 7,136
*New funding formula shows this as the minimum per pupil rate allowed		
BUDGET:		
Revenue	\$ 133,275,405	\$ 140,005,455
Expenditures	\$ 136,138,094	\$ 133,586,215
Deficit prior to K12 Credit	\$ (2,862,689)	\$ 6,419,240



FY25 Proposed Budget Summary

	FY25 Proposed Budget (May)	FY24 Current Forecast	Variance Higher/ (Lower)	% Change
Average Enrollment	15,846	15,143	703	5%
Total Revenue	\$ 133,275,405	\$ 140,005,455	\$ (6,730,050)	-5%
Teacher Expenses	56,996,820	55,403,635	1,593,186	3%
Student Expenses	47,319,260	45,587,774	1,731,486	4%
Student and Family Services Expenses	4,718,272	4,539,809	178,464	4%
Administration and Governance Expenses	17,612,859	18,139,215	(526,356)	-3%
Technology Expenses	8,980,547	9,409,849	(429,302)	-5%
Insurance/Facilities/Other Expenses	510,336	505,934	4,402	1%
Total Expenses	136,138,094	133,586,215	2,551,879	2%
Surplus (Deficit)-Prior to K12 Credit	\$ (2,862,689)	\$ 6,419,240	\$ (9,281,929)	-145%



FY25 Proposed Budget Variance Explanations

Enrollment – Average enrollment expected to increase by 5% or 703 students. The budget assumes K-5 will increase by 211, middle school 93 and high school by 399.

Total Revenue – Basic, special education, career technical education, and English learners funding is increasing due to enrollment and an increase to the phase-in portion of the state funding formula. The funding formula guarantees a minimum per pupil rate of \$7,136; however, the current FY24 per pupil rate is estimated at \$8,128 per pupil, and for FY25, \$8,606. The state also provided \$560,230 to assist with cost related to changes in Science of Reading requirements. The budget assumes all ESSERS/CARES funding will be utilized by the end of FY24.

Teacher Expenses –Overall, salaries are increasing due to assuming the school will be fully staffed in FY25, and estimated merit increases of 3%. Sign on and retention bonuses/stipends were removed as this will no longer be offered now that ARP ESSER funding has expired. Benefits increased due to increased salaries, and increased benefit rates. Laptop expense assumes an increase based on quote for life-cycle replacements in FY25.



FY25 Proposed Budget Variance Explanations (Continued)

Student Expenses –Overall, an increase of 4% related to enrollment. This includes a decrease in non-K12 other expenses due to expired ESSER/CARES funds.

Student and Family Services Expenses – Expenses are increasing due to enrollment. The increase is netted with decreases associated with the removal of expenses previously funded with ESSER/CARES funds.

Administration and Governance Expenses – The K12 management fee is decreasing due to expired ESSER/CARES funding. OCCS sponsor fees increased due to increases in state funding.

Technology Expenses – The K12 technology fee is decreasing with revenue.

Insurance/Facilities/Other Expenses – Increased rent per lease agreement. Kept general liability insurance the same until FY25 actual expense amount is received.



Detail of K12 Charges Other

<u>Other K12 Services:</u>	FY25 Proposed Budget (May)	FY24 Current Forecast	Variance Higher/(Lower)	% Change
Testing Nirvana	86,106.72	82,320.00	\$ 3,787	4.6%
Related Service Manager	11,510.18	11,004.00	\$ 506	4.6%
USA Test Prep	12,000.00	12,000.00	\$ -	0.0%
NWEA	141,600.33	135,373.16	\$ 6,227	4.6%
Total	\$ 251,217	\$ 240,697	\$ 10,520	4.4%

Ohio Virtual Academy Cell Phone Policy

Introduction: This policy is designed to ensure that cell phones are used responsibly within the Ohio Virtual Academy environment, promoting a safe and productive educational experience for all students. This policy aligns with Ohio laws and regulations regarding student conduct and digital safety.

General Guidelines:

1. Personal Responsibility:

- Students are responsible for their cell phones. Ohio Virtual Academy is not liable for any loss, theft, or damage to personal devices.
- Students must ensure their devices do not disrupt the learning environment.

2. Usage During Instructional Time:

- Cell phones must be turned off or set to silent mode during live instructional sessions unless explicitly permitted by the teacher for educational purposes.
- Students should not use cell phones to text, call, or browse non-educational content during class.

3. Permitted Use:

- Cell phones may be used for educational purposes, such as accessing e-books, educational apps, or conducting research, when allowed by the teacher.
- Communication for emergency purposes is permitted.
- Students on an IEP, or who monitor or need to address a health concern may use the cell phone as needed for student learning. Staff must be notified by a parent or student of this exemption. If the student has an IEP, the exemption must be documented and agreed upon by the IEP Team.

4. Breaks and Non-Instructional Time:

- Students may use their cell phones during designated break times and lunch periods, provided it does not interfere with their school responsibilities.

5. Online Behavior:

- Students must adhere to the school's code of conduct and acceptable use policy for technology, including respectful communication and appropriate content sharing.
- Cyberbullying, harassment, and any form of inappropriate behavior conducted via cell phone will not be tolerated and will result in disciplinary action.

Privacy and Security:

1. Respect for Privacy:

- Students must not use cell phones to record, photograph, or share images/videos of others without their consent.
- Posting or sharing unauthorized images or recordings is strictly prohibited and may be subject to disciplinary and legal action.

2. Security Measures:

- Students are encouraged to use security features such as passwords and encryption to protect their personal information.

Parental Involvement:

1. Parental Guidance:

- Parents are encouraged to discuss responsible cell phone use with their children.
- Parents and families are held to the respect for privacy portion of this policy.
- Parents should monitor their child's cell phone activity to ensure compliance with the school policy and online safety.

Disciplinary Actions:

1. **Violations:**

- First Offense: Warning and reminder of the cell phone policy.
- Second Offense: Temporary restriction of cell phone use during school hours and parental notification.
- Third Offense: Further disciplinary actions as deemed appropriate by the school administration, which may include longer-term restrictions or involvement of law enforcement if necessary.

2. **Serious Infractions:**

- Any use of cell phones for cheating, cyberbullying, or illegal activities will result in immediate disciplinary action, potentially including suspension or expulsion.

Policy Review and Updates: This policy will be reviewed annually and updated as needed to adapt to new technologies and changing educational needs. Feedback from students, parents, and staff will be considered in the review process.

Compliance with Ohio Law: This policy complies with Ohio laws, including the Ohio Revised Code (ORC) on student conduct, privacy, and digital safety. The school administration will ensure ongoing compliance with state regulations.

Conclusion: The responsible use of cell phones is crucial in maintaining a positive and effective e-learning environment. This policy aims to balance the benefits of technology with the need for a focused educational setting.

References:

- Ohio Revised Code (ORC) on student conduct and digital safety
- School's code of conduct and acceptable use policy for technology

Effective Date: This policy is effective as of July 1, 2024, and will remain in effect until amended or repealed by the school administration.

Ohio Virtual Academy Policy Manual

The following policies have been approved by the School Board of Ohio Virtual Academy for the operation of the school. Ohio Virtual Academy reserves the right to amend these policies at any time.

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Authority and Power

Authority and Power of Board

The Ohio Virtual Academy Board of Trustees is the governing authority of the Ohio Virtual Academy, a community school authorized pursuant to Chapter 3314 of the Ohio Revised Code. The power of the Board of Trustees, hereinafter sometimes referred to as the “Board,” consists of those matters expressly granted by Ohio statute, agreed to by contract and to those matters which may be implied from such powers specifically delegated as being necessary.

Board Member Powers

Board members have authority only when acting as a Board in an open public meeting. The Board shall not be bound in any way by any statement or action on the part of any committee, individual Board member or employee, except when such statement or action is in pursuance of specific instructions by a majority of the Board.

Board members as individuals do not separately possess the powers that reside in the Board of Trustees. The only exception is when specific Board members are expressly authorized by law or by this Board to carry out a power possessed by the Board as a whole. No Board member shall be denied facts or materials required for the proper performance of his/her duties to which she/he is legally entitled.

If an individual Board member seeks information, such request should be directed to the Head of School and copied to the Board President. The Head of School will assign the appropriate staff member to respond to the request for information. A response shall be provided promptly to the Board member with a copy to the Board President. If appropriate, the requesting Board member or the Board President may direct the Head of School to send the information to all or some of the Board members.

Any Board member may consult directly with legal counsel for OHVA.

Board Jurisdiction

The Board of Trustees may assume jurisdiction over any dispute or controversy arising within OHVA and concerning any matter in which authority has been vested in the Board by statute, rule, a contract, or policy of this Board.

The policies of the Board of Trustees are written to be consistent with the provisions of law, but not necessarily to incorporate the same. All employees are expected to know and shall be held responsible for observing all provisions of law pertinent to their activities as employees of OHVA. Similarly, OHVA administrators are expected to know and shall be held responsible for observing all provisions of law pertinent to their activities as administrators at OHVA.

Board Orientation

The Head of School shall provide each new Board member, within 30 days of appointment to the Board, the following items:

1. Copy of the Ohio Ethics Law, ORC Chapter 102 and ORC 2921.42
2. Copy of the Board policy manual
3. Copy of charter contract
4. Copy of management contract
5. Copy of current budget statement, audit report, and related fiscal materials

6. Copy of Amended and Restated Code of Regulations
7. Board member contact information
8. School administration contact information

Each new Board member is invited to meet with the Board President, the Head of School, the designated fiscal officer and OHVA legal counsel to discuss Board functions, policies, and procedures.

Board Training (required)

Each Board member must complete all training required under any contractual obligation or statutory obligation. The Head of School or designee shall maintain records concerning the required training and shall notify a Board member if required training has not been completed. If after 30 days the Board member has still not completed the required training, the Head of School shall inform the Board President of the situation. All Board members understand and agree that failure to complete required training can, and will likely, result in removal from the Board.

Contractual Obligations

The Board of Trustees has entered into a contract entitled *Renewal Contract for Community School* with the Ohio Council of Community Schools (designee of the Board of Trustees of the University of Toledo) for the authority to operate a community school pursuant to Ohio Revised Code Chapter 3314. The contract with the Ohio Council of Community Schools may be referenced herein as the “charter contract.” In addition, the Board of Trustees has entered into a contract entitled *Second Amended and Restated Educational Products and Administrative and Technology Services Agreement* with K12 Ohio LLC, which was later assigned to K12 Virtual Schools LLC, for the management and operation of OHVA. The contract with K12 Virtual Schools LLC may be referenced herein as the “management contract.”

Head of School Authority and Power

Through its management contract with K12 Virtual Schools LLC (K12), the Board has delegated certain administrative powers including the hiring and supervising of the Head of School. While an employee of K12, the Head of School is also accountable to the Board for his or her performance in serving as the chief administrative officer of OHVA. In addition to enforcing all legal requirements, contractual obligations as well as policies established by the Board, the Head of School is responsible for preparing and establishing procedures for the efficient administration of OHVA consistent with applicable laws, regulations and policies. These administrative procedures shall be binding on the employees and students of OHVA when issued. The Head of School shall be delegated the authority to take necessary action in circumstances not provided for in Board policy, provided such action is reported to the Board at the very next meeting following such action. At that time, the Board may take action consistent with the Head of School or not.

Reimbursed Expenses

The following guidelines have been established by the Board of Trustees to ensure appropriate and proper reimbursement of expenses for Board members.

Expenses will be reimbursed only for activities authorized by the Board. Reimbursement for mileage to attend Board approved activities will be at the current IRS rate. When attending a Board-approved activity, all fees, parking, mileage, meals, and housing can be submitted for reimbursement. Purchase of any printed or other materials necessary in the performance of Board member duties will be reimbursed. Entertainment expenses

are not reimbursable. A voucher detailing the amount and nature of each expense, as well as a receipt for each expense, must be submitted to the Head of School for approval within sixty (60) days after the expenses have been incurred.

The Board recognizes the value of membership and attendance at conferences and meetings at the local, County, State, and National level. Attendance at local, County, State, National workshops and conferences is encouraged. Each Board member is expected to report back to the Board after attending a conference at OHVA expense. The Board President will regularly receive a record of Board member attendance at conferences.

Communications

Public Statements

The Board President functions as the official spokesperson for the Board and inquiries seeking a statement from the Board shall be directed to the Board President. Any public statement made by a Board member other than the Board President, unless otherwise authorized by Board action, is not a statement from the Board.

From time-to-time, however, individual Board members may make public statements on school matters to local media and/or to local or State officials. Board members should, when writing or speaking on school matters to the media, legislators, or other officials, make it clear that their views do not necessarily reflect the views of the Board or of their colleagues on the Board.

Board Communication

The Board President may respond to correspondence received by the Board as a whole. If the correspondence concerns matters more properly directed to a member of the administration, the Board President may direct such correspondence to the Head of School for a proper response. A copy of any response will be provided to all Board Members.

The Board of Trustees desires to maintain open channels of communication between itself and the school community including the administrators, teachers, staff, students, and parents. The Board has an email address for receipt of written communications. Individuals sending a message to the Board email address will receive an auto-reply message essentially explaining the following:

Thank you for your email to the Ohio Virtual Academy Board of Trustees. Because the Ohio Virtual Academy Board of Trustees is a public body under Ohio law, its business must be conducted during an open meeting. The Board can only deliberate and decide issues during an open meeting. For this reason, you should not expect to receive an immediate response to your email.

Please take note of the following:

- 1. If your email to the Ohio Virtual Academy Board of Trustees is a request for public records, such request must be made directly to the Head of School of Ohio Virtual Academy and not to the Board through this email address.*
- 2. If your email expresses a concern to the Ohio Virtual Academy Board of Trustees, then such concern should be brought before the Board during the public comment portion of an open meeting. The date, time, and location of all meetings of the Board of Trustees can be found on the www.ohva.org website under the heading "Who We Are" and then click on "Governing Board." You are welcome to attend a Board meeting and voice your concern.*
- 3. If your email articulates an issue more appropriately addressed by school administrators, educators or staff, then you will receive a response to your email from one of these individuals.*
- 4. If your email is an employment appeal, such appeal must be filed with Human Resources for submission and consideration by the Board at its next meeting.*

Upon receipt of an email message to the Board's email box, the Head of School shall immediately notify the Board President and OHVA legal counsel of such receipt and action, if any, taken. If appropriate, the Board President may place the issue on the agenda of the next regularly scheduled Board meeting or request a specific Board member to review the issue. This procedure is not intended to deny any person their right to be heard on important matters during a public meeting of the Board.

Board Meetings

Quorum and Presiding Officer

A majority of the full Board members present in person at a meeting shall constitute a quorum, and no business shall be conducted in the absence of a quorum.

The Board President shall preside at all meetings of the Board. In the absence, disability, or disqualification of the President, the Vice President shall act instead. If neither person is available, any member shall be designated by a plurality of those present to preside. The act of any person so designated shall be legal and binding.

Agenda Items for Board Meetings

The Head of School, in consultation with the Board President, shall submit a draft agenda to all Board members approximately two weeks prior to a Board meeting. Board members shall review the draft agenda and notify the Head of School and Board President of any additional items to be included on the agenda within five (5) days after receiving the draft agenda. Approximately one week prior to the Board meeting, the Head of School shall submit a Board packet to all Board members containing the agenda, all documents referenced in the agenda, draft motions and proposed resolutions. The draft motions and proposed resolutions are subject to change at any time. The Board packet can be submitted in an electronic format. If any change is made to the packet after initially being sent to the Board members, the Head of School must promptly notify Board members of the change.

The final agenda submitted to the Board in the Board packet will be deemed approved by the Board unless a motion is made and carried to amend the agenda at the meeting.

Notification of Board Meetings

The Head of School or designee shall publish the schedule of all Board meetings including the date, time, and location on the www.ohva.k12.com website. This notification will be found under the heading "About Our School" and then clicking on "School Board." This notice shall also contain the following statement: "Upon request to the OHVA office, the school shall make reasonable accommodation for a disabled person to be able to participate in this activity." In addition, the Head of School or designee shall post the schedule of all Board meetings including the date, time, and location at the front of the OHVA offices with a special indication of the next Board meeting.

Notice of the time, place, and purpose of each special meeting shall be given to the news media twenty-four (24) hours in advance of the meeting, except that when an emergency requires the immediate official action of the Board, the member(s) calling the meeting or OHVA legal counsel shall immediately notify the media requesting such notice of the time, place, and purpose of the meeting.

Notice of meetings at which the specific type of public business is to be discussed shall be sent to all persons requesting such notice, provided that such persons supplies the Head of School with stamped, addressed envelopes for the purpose of receiving notification or a proper email address.

Public Comment at Board Meetings

The Board of Trustees recognizes the importance of allowing members of the public to express themselves on school matters of community interest.

Any person or group wishing to speak during Public Comment shall register their intent with the Head of School before the beginning of Board meeting by providing their name, affiliation and topic to be addressed. Such requests shall be subject to approval by the Board President. In order to permit the fair and orderly expression of such comment, each statement made by a participant shall be limited to three (3) minutes duration, unless extended by the Board President. A group of three (3) or more may have ten (10) minutes to present their topic. No participant may speak more than once on the same topic. All statements shall be directed to the Board President; no person may address or question Board members individually.

The Board President may interrupt, warn, or terminate a participant's statement when the statement is, personally directed, abusive, inappropriate or regarding any personnel matter. The Board President may also request any individual to leave the meeting when that person does not observe reasonable decorum.

The aggregate time frame permitted for public comment shall not exceed 20 minutes during any Board meeting. If the number of individuals wishing to speak during public comment is more than six, then each individual will be limited in time so as not to exceed 20 minutes. Based on the business needs of the Board, the Board President has the discretion to extend or reduce the time frame in the agenda for public comment.

The Board appreciates all participants for their interest and involvement in Ohio Virtual Academy. The Board as a whole, or its individual members, will not typically respond during public participation. The Board is not required to take any action as a direct result of public participation. The Board President may direct the Head of School to consider the comments made and provide a recommendation to the Board at a later meeting.

Executive Session at Board Meetings

The Board and its committees and subcommittees reserve the right to meet privately in executive session solely to discuss one (1) or more of the following issues exempted from open public meetings:

1. Consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee, official, or student.
2. Investigation of charges or complaints against a public employee, official, licensee, or student unless such employee, official, licensee or student requests a public meeting; except that consideration of the discipline of a Board member for conduct related to the performance of his/her duties or his/her removal from office shall not be held in executive session.
3. Consideration of the purchase of property or sale of property at competitive bidding, if premature disclosure or information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest.
4. Discussion, with the Board's legal counsel, of disputes involving the Board or School that are the subject of pending or imminent court action.
5. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of employment.
6. Matters required to be confidential by Federal or State laws, rules or regulations.
7. Specialized details of security arrangements where disclosure might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of law.

No action may be taken in executive session.

Any member may make a motion for an executive session, and must state the purpose or purposes of the session by citing one (1) or more of the reasons set forth above. If the session is to discuss a personnel matter listed in paragraph 1 above, the particular subject for which the session has been called must be identified in the motion. The motion does not need to name the person. Upon receiving a second to the motion and a majority roll-call vote of those present and voting, the Board President shall declare the Board in executive session.

In keeping with the confidential nature of executive sessions, no member of the Board, committee or subcommittee shall disclose the content of discussions that take place during such sessions. All members of the Board, committee or subcommittee are entitled to attend executive sessions. The Board, committee or subcommittee may invite any other person to attend an executive session.

Code of Ethics, Conflict of Interest and Vendor Relations

Code of Ethics

The Board believes quality public education and good Board service should be conducted in an ethical manner with traditional principles such as honesty, trust, fairness, and integrity. Each Board member's conduct must follow Ohio's ethics law. In addition, while serving as a member of the Board of Trustees, each member is expected to abide by the following code of ethics:

1. The first and greatest concern of a Board member must be the educational welfare of all students
2. Obey the laws of Ohio and the United States.
3. Respect the confidentiality of privileged information.
4. Recognize that, as an individual, a Board member has no authority to speak or act for the Board.
5. Work with other Board members to establish effective Board policies.
6. Understand the authority for the administration of OHVA has been contractually delegated to the Head of School and staff.
7. Encourage ongoing communications among Board members, the Board, students, teachers, administrative staff, and the community.
8. Render all decisions based on the available facts and his/her independent judgment rather than succumbing to the influence of individuals or special interest groups.
9. Make every effort to attend all Board meetings.
10. Become informed concerning the issues to be considered at each meeting.
11. Improve boardmanship by studying educational issues and by participating in available training programs.
12. Support the employment of staff members based on qualifications and not as a result of any undue influence.
13. Cooperate with other Board members and administrators to establish a system of regular and impartial evaluations.
14. Avoid conflicts of interest or the appearance thereof.
15. Refrain from using a Board position for personal benefit or benefit of family members or business associates.
16. Express personal opinions but, once the Board has acted, accept the will of the majority.

Conflict of Interest

The Ohio Revised Code explicitly prohibits conflict of interest situations for all Board members, employees and agents of OHVA.

Decisions made by employees in the performance of their school-related responsibilities must be made in the best interest of the school. In reaching these decisions, employees must not be influenced by personal considerations which might consciously or unconsciously affect judgments as to what is in the best interests

of OHVA. Similarly, Board members and agents of OHVA must also exercise judgment as to what is in the best interests of OHVA.

For example, a possible conflict of interest exists when any of the following occurs:

1. When a Board member has any personal interest, financial or otherwise, in any organization which might profit from his/her decision made as a Board member.
2. When a Board member has other employment or any responsibility for the operation of any business, or devotes substantial amounts of time to any other income-producing activity where such outside employment, responsibility or activity may interfere with the satisfactory performance of his/her duties with OHVA.
3. When a Board member solicits or receives any money in addition to that received from OHVA for the performance of his/her school duties.
4. When a Board member uses or discloses confidential information gained in the course of or by reason of his/her position or activities in any way that could result in personal advantage or financial gain for himself/herself or for any other person.
5. When a Board member knowingly authorizes, or uses his/her office to secure authorization of any public contract or to secure the investment of public funds in any security in which s/he or a member of his/her family or a business associate has any interest.

If a Board member perceives a possible conflict of interest, it should be disclosed and a record of such disclosure should be recorded in the Board minutes.

A question of possible conflict of interest must be regarded as a matter of major importance. The disclosure of such a conflict and the determination of whether it is material are necessary for the protection of both the Board member and the integrity of OHVA.

Board members shall not accept any form of compensation from vendors that might influence their decision on the eventual purchase of equipment, supplies, or services. Furthermore, Board members shall not accept any form of compensation from a vendor after a decision has been made to purchase equipment, supplies, or services from a vendor. In addition, Board members shall not enter into a contractual arrangement with a vendor seeking to do business with the OHVA, or a vendor with whom OHVA is doing business, whereby an individual Board member receives compensation in any form for services rendered. Such compensation includes, but is not limited to, cash, check, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, gift cards, tickets, passes, and other such things of value. In the event a Board member receives such compensation, the Board member shall immediately notify OHVA's designated fiscal officer, in writing, that s/he received such compensation and shall thereafter promptly transmit such compensation to the designated fiscal officer.

Nothing herein shall prevent a Board member who attends a conference held by an association from accepting a meal, or attending a reception or open house, the cost of which is financed by a private party so long as the meal, reception, or open house is: (1) of an ordinary, routine character; (2) at an educational or informational event; and (3) open to all of the officials and employees attending the event.

A Board member whose spouse/partner is an employee of OHVA may not vote, authorize, or use the influence of his/her office to secure approval of any contract with his/her spouse/partner. Neither may s/he vote, deliberate, discuss, or otherwise attempt to influence a collectively-bargained, negotiated agreement affecting his/her spouse/partner if the agreement includes provisions for health insurance.

The Head of School will develop procedures which require an annual written acknowledgement of this policy by each employee and administrator of OHVA.

Vendor Relations

The Board of Trustees shall not enter a contract knowingly with any supplier of goods or services to OHVA under which any Board member or officer, employee, or agent of OHVA has any pecuniary or beneficial interest, direct or indirect, unless the person has not solicited the contract or participated in the negotiations leading up to the contract.

Board members, school personnel and school administrators shall not accept any form of compensation from vendors that might influence their recommendations on the eventual purchase of equipment, supplies, or services. Furthermore, Board members, school personnel and school administrators shall not accept any compensation from a vendor after a decision has been made to purchase equipment, supplies, or services from said vendor. In addition, Board members, school personnel and school administrators who recommend purchases, shall not enter into a contractual arrangement with a vendor seeking to do business with OHVA, or a vendor with whom OHVA is doing business, whereby an individual board member, school administrator or staff receives compensation in any form for services rendered.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, gift cards, passes, and other such things of value.

In the event that a Board member, school personnel or school administrator receives such compensation, albeit unsolicited, from a vendor, the Board member, school personnel or school administrator shall notify OHVA's designated fiscal officer, in writing, that s/he received such compensation and shall thereafter promptly transmit said compensation to the fiscal officer at his/her earliest opportunity.

All salespersons shall seek permission from the Head of School before contacting any teachers, students, or other personnel of OHVA. Individuals responsible for purchasing goods or services to be paid from the OHVA budget shall not show any favoritism to any vendor. Each order shall be placed in accordance with policies of the Board on the basis of quality, price, and delivery with past service a factor if all other considerations are equal.

Credit Card Use Policy

The Head of School is the only individual permitted to be issued an OHVA credit card.

The credit card issued to the Head of School is to be used for OHVA expenses only and shall not exceed a \$20,000 limit. The credit card will typically be used for room rentals for student testing or teacher in-services, travel and online purchases of goods or services when the vendor requires payment in advance. All purchases must be made in accordance with the OHVA Procurement Policy. When not in use, the credit card will be kept in a locked location within the finance department. The Head of School and School Treasurer/Designated Fiscal Officer are authorized to grant permission to use the credit card. In order to use the credit card, the credit card must be signed out from the Designated Fiscal Officer/School Treasurer using the Credit Card Sign Out sheet. The credit card must be returned by the end of the business day on which it was signed out, and the purchaser must submit receipt(s) to the Designated Fiscal Officer/School Treasurer at that time.

The OHVA credit card cannot be used for personal expenses or to obtain cash advances. Misuse of the card will result in cancellation of the card, withdrawal of credit card privileges and disciplinary action up to and including termination. In addition to the Designated Fiscal Officer/School Treasurer, the President of the Board of Trustees and the Board Treasurer shall also have the right to immediately cancel the credit card on behalf of OHVA. All non-approved purchases will be the responsibility of the individual responsible for such purchases. The Designated Fiscal Officer/School Treasurer has the overall responsibility to oversee the proper use of the credit card and take appropriate action consistent with this policy. A lost or stolen credit card must be reported to the Designated Fiscal Officer/School Treasurer or Head of School immediately. The Head of School will immediately notify the credit card issuer.

OHVA credit card expenditures must be reconciled by the finance department on a timely basis. Original receipts and preapproved purchase requisitions must accompany the reconciliation.

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 OHVA 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

1. 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.
2. No employee of OHVA 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.
3. Nothing contained in this Policy shall prohibit OHVA 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

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

Equipment Inventory Policy

Equipment Definition

Ohio Virtual Academy will use the federal definition of equipment as follows:

Equipment shall mean any tangible, nonexpendable, personal property having a useful life of more than one year and a per-unit acquisition cost of at least \$5,000.

Equipment Inventory

OHVA shall maintain a continuous inventory of all OHVA-owned equipment. It shall be the duty of the school's Designated Fiscal Officer (School Treasurer) to ensure that inventories are recorded systematically and accurately and proper records of equipment are updated and adjusted annually by reference to purchase orders and disposition reports.

An inventory of equipment purchased with federal grant funds shall be maintained until proper disposition takes place.

The inventory of equipment must include:

- Description of the item
- A serial number or other identification number
- Funding sources of the item (name of funding title/grant)
- Name of holder of title
- Acquisition date
- Acquisition cost
- Percentage of federal participation in cost of item
- Location of item
- Use and condition of the item
- Any ultimate disposition data including date of disposal and the sale price of item

All equipment will be tagged so items may be tracked and monitored. The inventory tag will include the grant fund number and the district number that is on the inventory/excel sheet. A physical inventory of all equipment and reconciliation with records will be performed every two years by the school's Designated Fiscal Officer. A control system shall be developed by the school's Designated Fiscal Officer to provide adequate safeguards to prevent loss, damage or theft of the equipment. Any such loss, damage or theft shall be investigated.

Disposition of Equipment

Disposition of equipment shall be made in accordance with the provisions of 2 CFR 200.313 or as otherwise provided by Federal statutes, regulations or Federal awarding agency disposition instructions.

As determined by the Designated Fiscal Officer, equipment may be disposed of with no obligation to the federal government, if all of the following criteria are met:

- Equipment is no longer needed in the current program
- Equipment is not needed in other programs currently or previously funded by a federal agency
- Equipment item has a current per-unit fair market value of less than \$5,000

Equipment Records Retention

Records for equipment acquired with federal funds must be retained for three years from the date OHVA submits the final expenditure report for the funding period. If there is an audit exception, OHVA administration must keep the records until all litigation, claims, or audit finds have been resolved and final action taken.

Ethics Policy

Policy Statement

It is policy of the Ohio Virtual Academy to carry out its mission in accordance with the strictest ethical guidelines and to ensure that the Ohio Virtual Academy, its Board of Trustees, employees and management company conduct themselves in a manner that fosters public confidence in the integrity of the Ohio Virtual Academy (“OHVA”).

General Standards of Ethical Conduct

OHVA board members and employees as well as K12 employees who provide services to OHVA must, at all times, abide by protections to the public embodied in Ohio’s ethics laws, as found in Chapter 102 and Section 2921 of the Ohio Revised Code, and as interpreted by the Ohio Ethics Commission and Ohio courts. (A copy of these laws is provided by Ohio Virtual Academy to each employee and receipt must be acknowledged.) Board members and employees must conduct themselves, at all times, in a manner that avoids favoritism, bias, and the appearance of impropriety.

A general summary of the restraints upon the conduct of Board members and employees includes, but is not limited to, those listed below. No OHVA Board member or employee, as well as no K12 employee who provides services to OHVA, shall:

- Solicit or accept anything of value from anyone doing business with OHVA.
- Solicit or accept employment from anyone doing business with OHVA, unless they completely withdraw from OHVA activity regarding the party offering employment, and the OHVA Board approves the withdrawal;
- Use their position with OHVA to obtain benefits for themselves, a family member, or anyone with whom they have a business or employment relationship;
- Be paid or accept any form of compensation for personal services rendered on a matter concerning OHVA, unless they qualify for the exception, and files the statement, described in R.C. 102.04(D);
- Hold or benefit from a contract with, authorized by, or approved by, the OHVA Board (the Ethics Law does except some limited stockholdings, and some contracts objectively shown as the lowest cost services, where all criteria under R.C. 2921.42 are met);
- Vote, authorize, recommend, or in any other way use their position to secure approval of an OHVA contract (including employment or personal services) in which they, a family member, or anyone with whom they have a business or employment relationship, has an interest;
- Solicit or accept honoraria (see R.C. 102.01(H) and 102.03(H));
- During public service, and for one year after leaving public service, represent any person, in any fashion, before the OHVA Board, with respect to a matter in which they personally participated while serving with the OHVA Board;
- Use or disclose confidential information protected by law, unless appropriately authorized; or
- Use, or authorize the use of, his or her title, the name “Ohio Virtual Academy,” or “the OHVA acronym,” or the OHVA logo in a manner that suggests impropriety, favoritism, or bias by the OHVA Board or OHVA employees.

For purposes of this policy:

- “Anything of value” includes anything of monetary value, including, but not limited to, money, gifts, food or beverages, social event tickets and expenses, travel expenses, golf outings, consulting fees, compensation, or employment. “Value” means worth greater than de minimis or nominal.
- “Anyone doing business with the OHVA” includes, but is not limited to, any person, corporation, or other party that is doing or seeking to do business with, regulated by, or has interests before the OHVA Board.

Penalties

Failure of any OHVA Board member, OHVA employee or K12 employee who provides services to OHVA to comply with this policy, the Ohio Ethics Law or related statutes, will result in disciplinary action up to and including termination or removal from office and may result in civil or criminal sanctions prescribed under the law.

The Head of School is authorized to adopt procedures consistent with the terms of this policy.

Fixed Asset Accounting Policy

The Ohio Virtual Academy shall maintain a fixed asset accounting system that shall contain sufficient data to permit:

- 1) the preparation of fiscal year end financial statements in accordance with Generally Accepted Accounting Principles (GAAP)
- 2) adequate insurance coverage
- 3) control, accountability, and security

Criteria for Fixed Asset Capitalization

- 1) the asset has a useful life of one (1) year or more
- 2) the cost of the asset is greater than \$5,000.00
- 3) the asset is typically capitalized in accordance with GAAP
- 4) leased fixed assets with a purchase price of greater than \$5,000.00

Valuation:

Fixed assets are to be valued at historical cost or, if that amount is not practicably determined, at estimated historical cost. The Designated Fiscal Officer shall determine the estimated historical cost.

Donated fixed assets shall be valued at the donor's estimated fair market value at the time of gifting.

Depreciation:

Assets will be depreciated using straight-line depreciation. Estimated life for fixed assets shall follow IRS guidelines.

Classifications:

Fixed assets shall be classified as follows:

- 1) furniture
- 2) equipment
- 3) leased fixed assets

Information:

The following information shall be maintained for all fixed assets:

- 1) description
- 2) asset classification
- 3) location
- 4) date purchased/acquired
- 5) purchase price
- 6) vendor
- 7) date purchased or leased
- 8) estimated useful life
- 9) accumulated depreciation
- 10) method of disposal

In order to prevent theft of Ohio Virtual Academy property, all fixed assets will have an Ohio Virtual Academy fixed asset sticker. Items that do not fit the definition of fixed assets that are easily transported or stolen will have an Ohio Virtual Academy identification sticker.

Fixed Asset Disposal:

Fixed assets shall be disposed in such a manner as will be in the public interest and benefit the school. Disposal of fixed assets shall be in accordance with the school's contract with the Ohio Council of Community Schools and legal regulations that apply to non-profit entities. The school's Designated Fiscal Officer shall properly dispose of fixed assets.

Fundraising Policy

Any fundraising activity deemed sponsored by OHVA must be properly approved and conducted in accordance with this policy and applicable laws.

General Policy

Any donation requested in a fundraising activity must align with the School's educational plan, educational philosophy, IT systems, and Board policies. Donations shall be solicited in a respectful manner and without pressure. Prior to utilizing a company's services, organizers of any fundraising activity will thoroughly research any company participating in the fundraising activity and provide that research as part of the approval process. All donations (in the form of money, goods, or otherwise) become School property immediately upon acquisition. Anything purchased with donated funds is deemed School property and not the property of any staff member, teacher, student or group.

Approval of Activities

All fundraising activities must be approved by the School. Approval must be obtained from the Head of School or his/her administrative designee prior to the start of the fundraising activity. Any approved fundraising activity that fails to comply with this policy after approval shall be immediately discontinued and an accounting immediately performed. Any employee of OHVA who engages in improper conduct while engaged in fundraising activities will be subject to disciplinary action up to and including termination. Similarly, any OHVA student who engages in improper conduct while engaged in fundraising activities will be subject to disciplinary action.

Communication of Fundraising Activities

Fundraising organizers utilizing school name, logo, or other insignia as part of the fundraising campaign, should be mindful of maintaining the School's positive image and reputation. The School shall have the final decision-making authority with respect to its name, logo or other insignia.

Recording and Deposit of Donations

The School is responsible for ensuring that all donations received by the School are properly recorded and deposited in a timely manner. All donations will be inventoried or deposited immediately by school administration. Deposits will be made through the School's Designated Fiscal Officer/School Treasurer.

Reporting Requirements

The School will comply with any required reporting associated with fundraising activities including the maintaining of records for a minimum of three (3) years. Accurate, timely and complete documentation of income and expenses, including cash, must be maintained.

Restricted Actions

No individual will be reimbursed directly from the proceeds of any fundraising activity. Any individual requesting reimbursement of expenses related to fundraising will use the School's regular request for reimbursement process. No services that send donations to an individual teacher or staff member will be used. All donations must be made directly to the School. Any activity that violates FERPA or IDEA, or any other applicable law is strictly prohibited.

Compliance with Laws

The School will comply with all applicable laws governing any fundraising activity. School administration will ensure that fundraising activities do not violate FERPA or any other student confidentiality law, regulation, or policy. The Head of School may approve a fundraising activity including a raffle but only if such is in compliance with ORC 2915.092 and other applicable rules and regulations regarding raffles. The Head of School shall not approve any illegal raffles.

Ohio Virtual Academy Gift Card Policy

Purpose

The purpose of this policy is to set forth the guidelines and procedures for the purchase and distribution of gift cards purchased with Ohio Virtual Academy (OHVA) funds to ensure compliance with reporting obligations. All gift card requests must be made by purchase order in order to ensure compliance with this policy. A gift card can only be distributed to an OHVA employee or OHVA student/family and only for purposes consistent with OHVA policies and budget as well as applicable law.

Gifts Cards to Employees

According to the rules of the Internal Revenue Service (the “IRS”), because cash and cash equivalents, such as gift cards, have a readily ascertainable value, they are considered taxable income regardless of the face amount of the gift card. For employees, the value of gift cards is considered compensation subject to federal, state and employment tax withholding, and reporting on Form W-2. There is no de minimis fringe benefit amount relating to gift cards.

Gift Cards to Students/Families

Gift cards presented to OHVA students/families may be taxable and reportable income on Form 1099-MISC to the recipient if the value in gift cards exceeds \$600.00. Gift cards shall not be given in exchange for services performed. No OHVA student/family should receive gift cards in excess of \$600 during the calendar year. A gift card log must be kept for each student/family receiving a gift card. A form W-9 must be requested at the time of gift card distribution if there is any indication that an individual might receive \$600 or more during the calendar year.

Procedures

In order to purchase gift cards, a purchase order that includes a description of the intended use of the gift card(s) must be submitted for approval as described in the Ohio Virtual Academy Procurement Policy. The number of gift cards purchased at one time should be limited so the disbursement and reconciliation of those cards is more manageable.

Documentation and Gift Card Disbursement Log Instructions

Once the purchase order is approved and gift cards are purchased, the administrator of the department initiating the purchase order will be responsible for maintaining a **Gift Card Disbursement Log**. The log must record the disbursement of all gift cards purchased, even if only one card is purchased for one individual.

The administrator of the department will need to be able to reconcile all gift cards purchased on a purchase order.

The Gift Card Disbursement Log must contain the following information:

- Department name that purchased the gift cards

- Administrator who can be contacted if further information is needed
- Reason for the disbursement such as name of the event, program or policy
- Purchase order number under which the gift cards were purchased

Gift card distribution specifics shall include:

- The name of OHVA employee/student/family receiving the gift card
- The family ID# or employee ID#
- The amount of the gift card and business reflected on the gift card
- The recipient's signature (if distributed in person) or other acknowledgement of receipt
- The date given to the recipient
- The name of individual disbursing the gift card and method of distribution

Once the log is complete, the log shall be signed by the department administrator and forwarded to the Finance Department no later than the end of the month during which the disbursements occurred. A copy should be kept for the department files.

Control of Gift Cards

Gift cards must be kept under lock and key at all times to ensure proper physical security and to protect from theft and loss. Access to the gift cards and keys to the locked areas must be limited to the individual(s) responsible for safekeeping of the gift cards. Any OHVA employee or administrator who fails to properly disburse, log or control gift cards consistent with this policy or other OHVA policies will be subject to disciplinary action up to and including termination.

If you have any questions on purchasing gift cards, please contact the School Treasurer.

Ohio Virtual Academy Procurement Policy

Ohio Virtual Academy's procurement policy is implemented to ensure proper control over school funds while allowing the necessary flexibility in the management of the school. The OHVA Board of Trustees has contracted with K12 Virtual Schools LLC to provide administrative services including managing the expenditures of OHVA consistent with applicable law and Board policies.

This procurement policy is for the purchase of goods and services. Travel and office-related expenses for OHVA employees are provided in the OHVA Reimbursable Expenses policy. All other procurement needs of OHVA are governed by this policy.

All expenditures, with a few exceptions, require a purchase order approved by the Head of School, the Operations/Department Manager and the School Treasurer. In the absence of any of these three, the Finance Director may approve purchase orders. The purchase order must be completed and approved before the expense is incurred. Exceptions to the foregoing statement include testing sites, hotels for test proctors, CCP textbooks, tutoring services, special education related services, payroll and employee benefits, legal services, monthly recurring expenses such as rent and utilities, and any payment required to comply with any agreement approved by the Board of Trustees, including sponsor oversight fees and management/technology fees.

Three quotes must be obtained for purchases greater than \$10,000. Three competitive bids must be obtained for purchases larger than \$25,000. Expenses in excess of \$20,000, with the exception of expenditures consistent with the requirements of a Federal, State or private grant and the exceptions listed in the preceding paragraph, require approval of the Board of Trustees.

All services require a quote. Agreements for services anticipated to last longer than one month will require a written agreement in advance of the services being performed. These agreements at a minimum will identify the cost for services, the type of services to be performed and the length of the agreement. These agreements require the signature of the Head of School and if in excess of \$20,000, the approval of the Board of Trustees.

Procuring Property and Services Under a Grant

With respect to grants, the Head of School shall review and approve all proposals for programs s/he deems would benefit the students of OHVA. The Head of School shall approve a proposal prior to its submission to the funding source. The Board of Trustees shall approve all grants resulting from such proposals. The Head of School is responsible for the efficient and effective administration of grant awards through the application of sound management practices.

The Board of Trustees regards receipt of available Federal funds of aid to OHVA as a public trust. It forbids the use of Federal monies for partisan political activities, for any use that would not be in accord with Federal guidelines on discrimination and for any purpose that violates applicable Federal law and regulations.

Procurement of all supplies, materials, equipment and services paid from Federal funds or matching funds shall be made in accordance with all applicable Federal, State and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Trustees policies, and administrative procedures.

The Head of School shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 CFR 200.317-.326) for the administration and management of Federal grants and Federally-funded programs. OHVA shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of OHVA's purchasing procedures described above.

All employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of employees, officers, and agents engaged in the selection, award, and administration of contracts as established in the Conflict of Interest policy.

OHVA will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, OHVA may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

All procurement transactions shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgment. In order to promote objective contractor performance and eliminate unfair competitive advantage, OHVA shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements. Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- unreasonable requirements on firms in order for them to qualify to do business
- unnecessary experience and excessive bonding requirements
- noncompetitive contracts to consultants that are on retainer contracts
- organizational conflicts of interest

- specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement
- any arbitrary action in the procurement process

Further, OHVA does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless

- an applicable Federal statute expressly mandates or encourages a geographic preference; or
- OHVA is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that OHVA uses a pre-qualified list of persons, firms or products to acquire goods and services, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. OHVA allows vendors to apply for consideration to be placed on the list periodically.

OHVA shall require that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated, and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract. Prior to any purchase or contract being brought before the Board for approval, the School Treasurer shall state whether such purchase or contract is authorized pursuant to this policy.

OHVA shall utilize the following methods of procurement:

- **Micro-purchases:** Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,500. To the extent practicable, OHVA shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if

- the Head of School considers the price to be reasonable. OHVA maintains evidence of this reasonableness in the records of all purchases made by this method.
- Small Purchases: Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$25,000. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.
- Sealed Bids: Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment amounts to \$25,000 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility, the cost of which will exceed \$25,000.
 - In order for sealed bidding to be feasible, the following conditions shall be present:
 - a complete, adequate, and realistic specification or purchase description is available;
 - two (2) or more responsible bidders are willing and able to compete effectively for the business; and
 - the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - When sealed bids are used, the following requirements apply:
 - Bids shall be solicited in accordance with the provisions of State law and OHVA policies. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
 - The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
 - All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
 - A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
 - The Board reserves the right to reject any or all bids for sound documented reason.
 - Competitive Proposals: Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.
 - If this method is used, the following requirements apply:
 - Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any

- response to the publicized requests for proposals shall be considered to the maximum extent practical.
 - Proposals shall be solicited from an adequate number of sources.
 - OHVA shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
 - Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- OHVA may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. This method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- Noncompetitive Proposals: Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - the item is available only from a single source
 - the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
 - the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from OHVA
 - after solicitation of a number of sources, competition is determined to be inadequate

OHVA shall perform a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, OHVA shall come to an independent estimate prior to receiving bids or proposals. When performing a cost analysis, OHVA shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

OHVA uses a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to OHVA is the sum of the actual costs of materials and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, OHVA sets a ceiling

price for each contract that the contractor exceeds at its own risk. Further, OHVA shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

OHVA will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of OHVA and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, OHVA shall consider such factors as

- contractor integrity;
- compliance with public policy;
- record of past performance; and
- financial and technical resources.

The Head of School shall have the authority to suspend or debar a person/corporation, for cause, from consideration of award of further contracts. OHVA is subject to and shall abide by the nonprocurement, debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180.

- Suspension is an action taken by OHVA that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR Part 180 Subpart G)
- Debarment is an action taken by the Head of School to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR Part 180 Subpart H)
- OHVA shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, OHVA shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 CFR Part 180 Subpart C)

OHVA maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency. A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request for Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Head of School within seventy-two (72) hours of the opening of the bids in protest. Within five (5) days of receipt of a protest, the Head of School shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts. Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

OHVA maintains records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis). Applicable laws and regulations: 2 C.F.R. 200.317-.326.

This policy supersedes any OHVA policies pertaining to this same subject matter.

OHVA RECORDS RETENTION POLICY AND SCHEDULE

The orderly acquisition, storage and retention of school records are essential for the overall efficient and effective operation of Ohio Virtual Academy. All School-related records, in accordance with the Retention of Records Schedule referenced below, as recommended by the State of Ohio, will be stored onsite at the school in secure locations as deemed appropriate by the Head of School. This policy applies to all fiscal records generated in the course of the school's daily operation, including original documents and reproductions, as well as electronic documents. Electronic documents include, but are not limited to, email, web-based files, .pdf documents, text files, and other files formatted from electronic programs used in the operation of the school.

The Head of School is authorized to properly dispose of any records no longer required to be retained in accordance with the Retention of Records Schedule approved by the Board of Trustees. Records will be disposed of in a manner in which non-public information is protected according to applicable privacy laws. The process for disposal may include shredding and/or disposal with a secure records document disposal company. No records will be knowingly destroyed that pertain to any pending case, claim action or request, regardless of whether such is no longer required to be retained in accordance with the Retention of Records Schedule.

Any public record not specifically or generally listed here shall be retained for a period not less than seven (7) years. Prior to disposal, the Head of School must provide a detailed explanation of the record and seek approval from the Board of Trustees. A draft of a public record, which has been superseded by a final public record may be discarded, without further action of the Board of Trustees, upon determining the draft of the public record no longer provides any useful administrative, fiscal, legal or historic value to Ohio Virtual Academy.

RETENTION OF RECORDS SCHEDULE

Description	Retention
1. Abstract	7 years
2. Accident Reports	5 years after end of fiscal year
3. Accounts Payable Ledgers	Permanent
4. Accounts Receivable Ledgers	Permanent
5. Administrative Policy and Policy Files	Permanent
6. Annual Employee Absence Documents	4 years provided audited*
7. Applications for Employment	2 years after end of fiscal year
8. Appropriation Ledgers	Permanent
9. Attendance Registers	2 years after end of fiscal year
10. Audit Reports Issued by Auditor of State	25 years
11. Bank Deposit Receipts	4 years provided audited*
12. Bank Statements	4 years provided audited*
13. Bids	4 years provided audited*
14. Board Minutes	Permanent
15. Board Agendas	1 fiscal year provided audited*
16. Board Policy Files	Permanent
17. Book Inventories	Until Superseded
18. Budget Policy Files	Permanent
19. Budgets (annual)	25 years
Records Retention Policy	

20. Cancelled Checks	4 years provided audited*
21. Cash Journals	Permanent
22. Check Registers	4 years provided audited*
23. Class Registers	Permanent
24. Contracts	15 years after expiration
25. Correspondence (general)	2 years
26. Cost Ledgers	4 years provided audited*
27. Delivery and Packing Slips	1 year provided audited*
28. Drafts of any Records	Until superseded by final version
29. Employee Files (Includes employment after employee termination application, administrative and professional qualifications, evaluations, personnel actions and any other documents that became part of file.)	7 years following termination
30. Employee Handbooks	Until Superseded
31. Employee Insurance Bills	4 years provided audited*
32. Federal Program Files	10 years
33. Field Trip Forms	2 years after end of fiscal year
34. Financial Reports (annual) to ODE	25 years
35. Financial Reports (annual) to State Auditor	25 years
36. Free and Reduced Lunch Application	4 years
37. Grade Sheets	3 years after end of fiscal year
38. I-9's	1 year after termination of employment
39. Immunization Slips	7 years after graduation
40. Income Tax Returns	6 years and current provided audited*
41. Individual Education Plan	Permanent
42. Insurance Policies	15 years after expiration/claims settled
43. Inventories	Until Superseded
44. Invoices	10 years provided audited*
45. Leave Requests	4 years provided audited*
46. Ohio Common Core Data	5 years
47. Payroll Bank Statements	4 years provided audited*
48. Payroll Deduction Reports	4 years
49. Purchase Orders	10 years provided audited*
50. Receipt Journals Permanent	
51. Records Administration	25 years
52. Report on Teacher Personnel	1 year after end of fiscal year
53. Requisitions	1 year after end of fiscal year
54. School Census Data	4 years provided audited*
55. SERS and STRS Reports	4 years provided audited*
56. Special Education Reports	10 years
57. State Audit Reports	5 years
58. State Program Files	10 years
59. Student Activity Fund Records (pay-ins, pay-outs, bank deposit receipts, cancelled checks, & reports)	4 years provided audited*
60. Student/Parent Handbooks	Until Superceded
61. Student Records	Permanent

62. Summer School Lists	3 years after end of fiscal year
63. Suspensions	1 year after student leaves school
64. Time Sheets and Time Cards	6 years provided audited*
65. Title IX Documentation	7 years
66. Travel Expense Vouchers	10 years provided audited
67. Unemployment Compensation	3 years after termination of employment
68. Vision and Hearing Screening	7 years after graduation
69. W-2 Forms	6 years and current provided audited*
70. W-4 Forms	6 years and current provided audited*
71. Warrants	4 years provided audited*
72. Warrant Registers	4 years provided audited *
73. Worker Compensation Files	10 years after final payment made

*“Provided Audited” means the record series has been audited by the Auditor of State or independent auditor and the audit report released.

Records, Concerns and Complaints

Public Records

"Public record" is defined as any document, device, or item, regardless of physical form or characteristic, including an electronic record as defined in statute as having been created, generated, sent, communicated, received, or stored by electronic means, created or received by or coming under the jurisdiction of the Board or its employees or agents, which serves to document the organization, functions, policies, decisions, procedures, operations, or other activities of OHVA. "Public records" do not include medical records, privileged documents, trial preparation records, confidential law enforcement investigatory records, records the release of which is prohibited by State or Federal law, or any other legal exceptions.

Student Records

Educational records pertaining to individual students and other confidential materials are not public documents and are not released. Only that information deemed "directory information" may be released from an individual student's file. By law, OHVA is allowed to limit directory information and therefore, OHVA limits directory information to student's name, city of residence, participation in officially recognized activities, awards received and graduation date. If parents, legal guardians, or students aged 18 or older wish to prevent the release of directory information, they should complete a privacy request form and return it to their Principal. Student directory information is not released when parents have affirmatively withdrawn their consent to release in writing. Student records that consist of "personally identifiable information" are exempt from disclosure.

Inspecting or Obtaining Records

The public records of OHVA shall be available during regular business hours. Requests for public records shall be directed to the Head of School for proper handling. Upon request, a person may receive copies of public records, at cost if warranted, within a reasonable period of time. OHVA's public records shall be promptly prepared and made available for inspection.

The requestor must identify the record(s) requested with sufficient clarity to allow OHVA to identify, retrieve, and review the record(s). The requestor shall not be required to provide his/her identity or the intended use of the requested public record(s), unless the request is for directory information.

All requests for public records shall be satisfied or acknowledged by the Head of School promptly following the receipt of the request. If the request for records was in writing, the acknowledgement and response by the Head of School shall also be in writing.

The Head of School is authorized to grant or refuse access to the records of OHVA in accordance with the law. Any denial, in whole or in part, of a public records request must include an explanation, including legal authority. If portions of a record are public and portions are exempt, the exempt portions are to be redacted and the remainder released. If there are redactions, each redaction must be accompanied by an explanation, including legal authority. Any denial of access to public records should be reviewed with OHVA's legal counsel.

A person may purchase copies of OHVA's public records upon payment of the actual cost of duplication. A person who chooses to purchase a copy of a public record may request to have the record duplicated on paper, on the same medium on which OHVA keeps the record, or on any other medium in which the custodian of records determines that said record reasonably can be duplicated under normal operations. A person who chooses to purchase a copy of a public record may also choose to have that record sent to

him/her by United States mail or by other means of delivery or transmission provided the person making the request pays in advance for the record and the cost for postage and mailing supplies.

The number of records requested by a person that OHVA will transmit by U.S. mail shall be limited to ten (10) per month, unless the person certifies, in writing to OHVA, that the person does not intend to use or forward the requested records, or the information contained in them, for commercial purposes. "Commercial" shall be narrowly defined and does not include reporting or gathering news, reporting or gathering information to assist citizen oversight or understanding of the operation or activities of OHVA, or nonprofit educational research.

E-mail Records

Documents in electronic mail format are records as defined by the Ohio Revised Code when their content serves to document the organization, functions, policies, decisions, procedures, operations, or other activities of OHVA. E-mail shall be addressed in the same manner as records in other formats and shall follow the same retention schedule.

Records in private e-mail accounts used to conduct public business may be subject to disclosure. All employees or representatives of OHVA, including Board members, shall retain e-mails that relate to public business as described in paragraph one of this policy and shall copy them to a separate folder marked OHVA-Public. These records shall be filed appropriately, retained in accordance with the established schedules, and made available for inspection and duplication when requested.

The Head of School shall develop an appropriate procedure and provide guidance to all OHVA employees and administrators in responding to public records requests. The Head of School shall post and distribute this policy in accordance with the law.

Board Access to School Records

A Board member may have access to OHVA personnel and student records subject to applicable laws.

Information obtained from employee personnel records by members of the Board shall be used only for the purpose of aiding the members to fulfill their legal responsibilities in making decisions on such matters as appointments, assignments, promotions, demotions, remuneration, discipline and dismissal, or to aid the development and implementation of personnel policies, or for such other uses as are necessary to enable the Board to carry out its legal responsibilities.

Public Concerns and Complaints

Any person or entity having a legitimate interest in the operations of OHVA shall have the right to present a request, suggestion, or complaint concerning OHVA personnel, the program, or the operations of OHVA. It is the intent of this policy to provide the means for judging each public complaint in a fair and impartial manner and to seek a remedy where appropriate.

If the complainant contacts an individual Board member to discuss the matter, the Board member shall inform the complainant that s/he has no authority to act in his/her individual capacity and that the complainant must follow the procedure described in this policy. Any requests, suggestions, or complaints reaching the Board, Board members, the administration or the staff shall be referred to the Head of School for consideration according to the following procedure.

Matters Regarding an OHVA Employee or Administrator

First Level:

If it is a matter specifically directed toward a staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and OHVA guidelines. This level does not apply if the matter involves suspected child abuse, substance abuse, or any other serious allegation which may require investigation or inquiry by school officials prior to approaching the professional staff member. As appropriate, the staff member shall report the matter and whatever action may have been taken to his/her immediate supervisor within 24 hours of the complaint.

Second Level:

If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor.

Third Level:

If a satisfactory solution is not achieved by discussion with the staff member's supervisor, a written request for a conference shall be submitted to the Head of School. This request should include:

1. The specific nature of the complaint and a brief statement of the facts giving rise to it.
2. How the complainant (or child of the complainant) has been affected adversely.
3. The action which the complainant wishes taken and the reasons why it is felt that such action should be taken.

The Head of School shall conduct a conference, either in person or telephonically, as deemed appropriate by the Head of School.

Fourth Level:

If the matter is beyond the Head of School's authority and requires a Board decision or action or it has not been resolved at the Third Level, the complainant may request via public comments during a Board of Trustees meeting, that the matter be reviewed by the Board. It is solely within the discretion of the Board as to whether it will review the issue brought by the complainant. In order for the Board to review the issue, a proper motion must be made, seconded and approved by a majority of the Board members to add the issue to the agenda. If the Board does not review the issue or take any action, then the decision of the Head of School at the Third Level is the final decision on the matter. The Head of School shall advise the complainant, in writing, of the final decision regarding the complaint.

Matters Regarding the Head of School or School Treasurer

Should the matter concern the Head of School or School Treasurer and cannot be resolved through discussion with the Head of School or School Treasurer, the complainant may submit a written request to the Board President for a conference with the Board. This request shall include:

1. The specific nature of the complaint and a brief statement of the facts giving rise to it.
2. How the complainant (or child of the complainant) has been affected adversely.
3. The reason that the matter was not able to be resolved with the Head of School or School Treasurer.
4. The action which the complainant wishes taken and the reasons why it is felt that such action should be taken.

The Board, after reviewing the request, may grant a meeting before the Board, or a committee of the Board, or refer the matter, if permitted by law, to an executive session.

The complainant shall be advised, in writing, of the Board's direction, by the Board President.

Matters Regarding OHVA Services, Facilities or Operations

If the request, suggestion, or complaint relates to a matter of OHVA procedure or operation, it should be addressed, initially, to the person in charge of the specific services, facilities or operations and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding an OHVA Employee or Administrator."

Matters Regarding the Educational Program

If the request, suggestion, or complaint relates to a matter of OHVA educational program, it should be addressed, initially, to the Head of School. The Head of School through assistance from K12, as the curriculum provider, shall address the issues related to the education program. If the issue cannot be resolved, then matter can be brought to the Board as prescribed in "Matters Regarding the Head of School or School Treasurer."

Review of Policies

The Board will evaluate how policies have been implemented and their general effectiveness. It will rely on the Head of School, the Charter Sponsor, school staff, students, parents and community to provide evidence of the effect of the policies it has adopted.

The Head of School shall continually call to the Board's attention all policies that need revision and engage OHVA's legal counsel regarding any revisions to policies prior to submission to the Board.

The Head of School is further directed to identify and undertake the correction of technical or formatting errors found in policies adopted by the Board. Such correction shall be limited to non-substantive matters that do not affect the intent, meaning and/or operation of the policy. Upon completion of the technical and formatting corrections, the Head of School shall provide a brief summary of the corrections to the Board for review. If the Board determines that a correction made by the Head of School is substantive in nature, the Board must take formal action to adopt the amendments to the policy.

Selection of Trustees

Process of Election to the Board of Trustees

Prospective Board candidates can express their interest in becoming a member of the Ohio Virtual Academy Board of Trustees by submitting their resume and letter of interest to the Head of School. The Head of School shall then forward this information to the Board President for review by Board President and Board Vice President. After review and a determination that the prospective Board candidate warrants further consideration based on the needs of the Board and review of information provided by the candidate, the Board President shall proceed to interview the candidate. Following the Board President's interview of the candidate, the Board President may then move the candidate forward in the nomination process by submitting the candidate to the Board Vice President who shall interview the candidate. The Board President or the Board Vice President may recommend for election at the next Board meeting the prospective Board candidate. The prospective Board candidate's resume and letter of interest shall be provided to all Board members prior to any election.

Trustees may only be elected at a meeting of the Board of Trustees by a vote of a majority of the then serving Trustees. Each Trustee shall hold office for three (3) years from the date of his or her election as Trustee or until his or her earlier resignation, removal from office, or death. Upon the expiration of their initial term, the Trustee may continue to serve for successive one year terms until their successors are selected or until their earlier resignation, removal from office, or death.

Nomination / Election of Officers

The Board of Trustees shall annually elect the following officers: President, Vice President, Secretary, and Treasurer. An individual may hold more than one office. The election of officers is held during the Board's Annual Meeting and may be presented as a single motion for a slate of officers.

The Board President is expected to serve in such capacity for at least two years. The Board Vice President is presumed to be the next Board President, unless otherwise voted by the Board, and should serve in such capacity for at least two years prior to being elected as the Board President. Prior to being elected as Board Vice President, a Board member should serve in a leadership role as the Board Secretary or Board Treasurer.

During the month of July, each Board member will notify the Board Secretary in writing, email is acceptable, if they are willing to serve as an officer of the Board for the ensuing year. During the month of July but not after July 15, the Secretary will send an email reminder to all Board members regarding notifying the Secretary if they are willing to serve as an officer of the Board for the ensuing year. If a Board member does not notify the Secretary, the Secretary may presume the Board member does not desire to serve as a Board officer. If the Secretary desires to serve as an officer, the Secretary must notify the President in writing, email is acceptable, during the same time period. Upon determining that a Board member is committed to serving the Board as an officer, the Secretary shall provide to the Board President by August 1 the list of Board members who have expressed a commitment to serve as a Board officer, and may include themselves in this list if proper notification was made to the President. Prior to the Board's Annual Meeting, the Board President and Board Vice President will review all Board members who have expressed a desire to serve as an officer in order to provide a recommendation to the Board.

At the Board's Annual Meeting, the Board President or Board Vice President shall present a recommendation either as a motion for a slate of officers or as a separate motion for each officer position beginning with the

Board President.

Description of Officer Duties

Officer responsibilities are described in the Amended and Restated Code of Regulations for Ohio Virtual Academy.

Web Accessibility Policy and Resolution Procedure

Accessibility Standard

While no technical standard has yet been determined that is universally recognized to meet the legal requirements and needs of all persons with disabilities under Section 504 of the Rehabilitation Act of 1973 or Title II of the Americans with Disabilities Act, this Policy adopts the Web Content Accessibility Guidelines 2.0 Level AA (“Guidelines”) as the technical standard that OHVA strives to achieve.

Point of Contact

OHVA hereby designates as its Accessibility Coordinator its school management company, K12 Virtual Schools L.L.C. (“K12”), and the K12 Accessibility Manager is the role within the K12 organization responsible for the oversight of web accessibility compliance and implementation. The Accessibility Coordinator may be assisted by other personnel and contractors as appropriate under the circumstances. The Accessibility Coordinator can be contacted at: Accessibility Manager, K12 Virtual Schools L.L.C., 2300 Corporate Park Drive, Herndon, VA 20171, Phone: 703-483-7000, E-mail: OHVAwebaccessibility@k12.com.

Implementation

OHVA personnel responsible for publishing content on the Website or for acquiring Third Party Content that is made available through the Website (“Third Party Content”) shall use good faith efforts, subject to the requirements and exceptions of applicable laws, to bring the Website and the Third Party Content into conformance with the Guidelines. Through contracts entered into with Third Party Content providers, new and revised Third Party Content website pages and other Third Party Content will be required to meet the requirements of the accessibility standards and Guidelines.

In the event that the Guidelines are insufficient to address a particular disability or impose an undue burden due to the nature of the content, OHVA will provide content in a suitable alternative format (e.g., electronic text file or audio description) or manner where necessary. Such alternative format may not produce the identical result or level of achievement for persons with and without disabilities but must afford persons with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement, in the most integrated setting appropriate to the person’s needs.

Training

Personnel responsible for publishing content on the Website will be trained in designing and creating accessible web pages no less than annually. Training will be provided by qualified persons, through online training programs vetted by the Accessibility Coordinator or by a combination thereof. Training will include information on:

- Creating new and revising existing Website pages in conformance with the Guidelines;
- How to ensure accessibility in web design, documents and multimedia content;
- Testing those pages prior to publication for conformance with the Guidelines;
- Accessing the pages after publication through a web browser and testing the pages for conformance with the Guidelines; and
- This Policy.

Testing will include:

- Viewing, using and listening to the page through all of these browsers:
 - Internet Explorer
 - Chrome
 - Safari
 - Firefox
- Viewing, using and listening to the page on the following platforms:
 - Windows
 - McIntosh
- Testing the page using the following accessibility checking tools:
 - aXe
 - W3C Checklist of [Checkpoints for Web Accessibility Guidelines](#). Keep a completed copy of this checklist for each page/site reviewed until a new change is made and the new documentation supersedes this.
 - WebAIM tools
- Reviewing the page for issues that the automated checking tools cannot identify (e.g., color contrast or text alternatives to items conveyed with color.)

Audits

Under the direction of the Accessibility Coordinator and at regular intervals, but in no event less than annually, information available through the Website will be audited to determine whether it is in conformance with the Guidelines. The pages and Third Party Content audited and any problems identified will be documented. Problems identified through the audit will be evaluated and, if necessary, remediated within a reasonable period of time. Completion of the remediation will be documented.

Resolution Procedure

In order to inform, students, prospective students, employees, guests and visitors that they may report violations of accessibility, OHVA will follow the K12 Resolution Procedure which shall be published on the Website. The K12 Resolution Procedure will provide as follows:

Should a user encounter difficulty in accessing the OHVA Website, the user should follow the Resolution Procedure which includes a step-by-step approach to address specific grievances, which inevitability will vary by the type of disability and the technology available to address user accessibility issues. While members of the public in general may experience web accessibility problems, priority is given to issues encountered by students, their parents/guardians and their learning coaches and by persons interested in enrolling in the school.

When experiencing accessibility issues, a user has two (2) options available. First, the user can make direct contact by completing the form at the Accessibility link on the primary entry page of the website. In the alternative, the user can contact OHVAwebaccessibility@k12.com to make a formal complaint regarding accessibility through the school's Section 504 and Title II grievance procedures.

Using the first option, information in the form will be submitted to K12's Accessibility Coordinator who will acknowledge receipt of the information within approximately two (2) business days after receipt of the information. The Accessibility Coordinator has sufficient resources and authority to coordinate and implement this Policy and Procedure and related commitments.

The Accessibility Coordinator will investigate the complaint to determine the nature of the problem. Once that assessment is completed, the Accessibility Coordinator, in consultation with other appropriate persons (and, if necessary, one or more third parties), will develop a written remediation plan. While most web accessibility issues have a solution, there are some web accessibility problems for which there may not yet be a feasible technological solutions or assistive alternatives. For example, a student with blindness or deaf/blindness may need a tactile graphic of a map or a coordinate grid rather than a digital version. If that is the case with an issue that is reported, the Accessibility Coordinator will research beyond OHVA's own knowledge and resources in an effort to resolve the accessibility issue provided it does not result in a fundamental alteration in the nature of a service, program or activity or in undue financial and administrative burdens under Section 504 and Title II. The Accessibility Coordinator will provide the user with a written explanation of the efforts made and the results.

Within ten (10) business days after the issue is reported, the Accessibility Coordinator will respond with a proposed solution. Simpler solutions may be addressed more quickly. The Accessibility Coordinator will monitor the progress of the remediation to ensure resolution by the projected completion date. If there is likely to be slippage of more than seven (7) business days in projected completion, efforts will be made to put the project back on its original path to completion.

Accessibility Coordinator:

Accessibility Manager

K12 Virtual Schools L.L.C.

2300 Corporate Park Drive, Herndon, VA 20171

Phone: 703-483-7000

E-mail: OHVAwebaccessibility@k12.com

WHISTLEBLOWER PROTECTION & FRAUD REPORTING

The OHVA Board of Trustees expects all OHVA employees as well as administrators to be honest and ethical in their conduct, and to comply with applicable State and Federal law, Board policies, administrative procedures, and processes. The Board encourages staff to report possible violations of these Board expectations to their immediate supervisors.

It is the responsibility of an employee who is aware of conduct on the part of any Board member or OHVA employee or administrator that possibly violates Federal or State law, or Board policy, to call this conduct to the attention of their immediate supervisor. If the employee's immediate supervisor is not responsive or is the employee whose behavior is in question, the employee may report to the Head of School.

If the reported conduct relates to the Head of School or an administrator or the Head of School is not responsive, the report may be filed directly with the Board President.

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

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

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

Ohio Auditor of State's Office *Special Investigations Unit*

East Broad Street

P.O. Box 1140

Columbus, OH 43215

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

Website: www.ohioauditor.gov

STUDENT AND PROGRAM

Number	Policy	Date Amended
201	3-5 Engagement Policy	6/11/2024
202	504 Plans	6/11/2024
203	Academic Integrity	6/11/2024
204	Academic Prevention Intervention Policy	6/11/2024
205	Appropriate Class Connect Behavior	6/11/2024
206	Attendance Policy	6/11/2024
207	Career Advising Policy	6/11/2024
208	Career Center Guidelines for Students Participating in External CTE Programs	6/11/2024
209	Cell Phone Policy	6/11/2024
210	Change of Address	6/11/2024
211	Child Find Policy	6/11/2024
212	Class Connect Policy	6/11/2024
213	Class Connect Web Cam Usage for Students and Families	6/11/2024
214	Code of Conduct	6/11/2024
215	College Credit Plus	6/11/2024
216	College Readiness Testing	6/11/2024
217	Commencement Exercises	6/11/2024
218	Computer Availability Policy	6/11/2024
219	Computer Use Policy	6/11/2024
220	Confidentiality Policy	6/11/2024
221	Course Audit	6/11/2024
222	Course Changes	6/11/2024
223	Course Failure and Repeat Credit	6/11/2024
224	Course Selection and Scheduling	6/11/2024
225	Credit Recovery	6/11/2024
226	Criteria for Diploma with Honors	6/11/2024
227	CTE Program Retention Criteria Policy	6/11/2024
228	Determining Class Rank	6/11/2024
229	Diagnostic Assessments	6/11/2024
230	Diversity and Inclusion Policy	6/11/2024
231	Dress Code for Interaction on Web Cam	6/11/2024
232	Due Process Rights	6/11/2024
233	Early Graduation	6/11/2024
234	End of Course Exam Retakes	6/11/2024
235	English Learner Policies and Procedures	6/11/2024
236	Enrollment and Student Records Policy	6/11/2024
237	Eyewear Safety Policy	6/11/2024
238	Face-to-Face Required Activities	6/11/2024
239	Fees	6/11/2024
240	FERPA Notice	6/11/2024

241	Flexible Credit Options	6/11/2024
242	Foster Families Policy	6/11/2024
243	Grade Level Promotion/Retention	6/11/2024
244	Grade Placement K-8	6/11/2024
245	Grading Policy (High School)	6/11/2024
246	Graduation Planning	6/11/2024
247	Graduation Seals	6/11/2024
248	Identifying Students at Risk of not Qualifying for a High School Diploma	6/11/2024
249	Internet Safety Policy	6/11/2024
250	Internet Service Provider Supplement (ISP) Policy	6/11/2024
251	K-2 Engagement Policy	6/11/2024
252	Materials and Technology Policy	6/11/2024
253	McKinney-Vento Homeless Assistance Act Policy	6/11/2024
254	Middle School Students Taking High School Courses	6/11/2024
255	Mid-Year Course Advancements	6/11/2024
256	Migrant Families Policy	6/11/2024
257	Military Access to Students and Student Information	6/11/2024
258	Military Families Policy	6/11/2024
259	Missing Children Policy	6/11/2024
260	Monitoring Email, Computer, Downloads to OHVA Computers and Material	6/11/2024
261	National Honor Society and National Junior Honor Society	6/11/2024
262	Non Graduate Notice	6/11/2024
263	Non-Discrimination Policy	6/11/2024
264	Notice Regarding Directory Information	6/11/2024
265	OHVA Assumption Provision	6/11/2024
266	OHVA Attendance, Engagement, and Truancy Policy	6/11/2024
267	OHVA Boosters	6/11/2024
268	OHVA CTE Program Expectations of Class Attendance, Coursework Completion, and CTSO Participation	6/11/2024
269	OHVA Early Entrance to Kindergarten Policy	6/11/2024
270	OHVA Graduation Requirements	6/11/2024
271	OHVA Travel and Trips Policy	6/11/2024
272	Parent and Family Engagement Policy	6/11/2024
273	Parent Compact	6/11/2024
274	Parent Concern Process	6/11/2024
275	PE Waivers	6/11/2024
276	Physical Education	6/11/2024
277	Placement of Webcam	6/11/2024
278	Plagiarism	6/11/2024
279	Pre-High School Credit	6/11/2024
280	Progress Reporting K-8	6/11/2024
281	Prohibition from Extra-Curricular Activities	6/11/2024

282	Re-Entry Policy	6/11/2024
283	Report Cards	6/11/2024
284	School Dance	6/11/2024
285	School Sponsored Publications and Procedures	6/11/2024
286	School Work Expectations	6/11/2024
287	Source Citation	6/11/2024
288	Special Education	6/11/2024
289	Special Education Truancy Policy	6/11/2024
290	State Testing (High School)	6/11/2024
291	State Testing Policy	6/11/2024
292	Student Behavior (CTE)	6/11/2024
293	Student Discipline	6/11/2024
294	Student Records and FERPA Policy	6/11/2024
295	Summer School	6/11/2024
296	Surragate Parents for Children with Disabilities	6/11/2024
297	Suspension, Expulsion, and Permanent Exclusion of Students – Violations Leading to Suspension	6/11/2024
298	Teacher Assignments	6/11/2024
299	Teacher/Staff Compact	6/11/2024
300	Teacher, Staff, and Family Communication	6/11/2024
301	Third Grade Reading Guarantee	6/11/2024
302	Title I	6/11/2024
303	Title IX Policy	6/11/2024
304	Transcript Requests	6/11/2024
305	Transfer Students	6/11/2024
306	Transferring Course Credit/Mid Year Course Placements	6/11/2024
307	Valedictorian and Salutatorian Determination	6/11/2024
308	Violations Leading to Expulsion	6/11/2024
309	Violations Leading to Permanent Exclusion of Regular Education (non- disabled) Students	6/11/2024
310	Vision and Purpose Statement	6/11/2024
311	Withdrawal Process	6/11/2024
312	Work Permits	6/11/2024
313	Proof of Residency Guidelines	8/20/2024

3-5 Engagement Policy

At the third through fifth grade level, teachers meet with students online daily in Class Connect, to deliver live targeted academic instruction. Teachers will use a combination of MAP assessments, unit assessments, writing assignments, exit tickets, Schoology assignments and OLS Progress to determine student academic growth, progress and mastery grades. It is important that the students attend the daily required class connect sessions as assigned.

Required assignments will be monitored and required in the form of:

- *Complete all MAP assessments in math and ELA (3 times per school year)*
- *Complete all Unit Assessments*
- *Complete and submit all writing assignments*
- *Schoology: Complete and submit all subject specific teacher assignments and exit tickets by the due date.*
- *ClassKick: Complete all assignments and exit tickets by the due date*
- *Complete all Supplemental Program Assignments*
- *Third Grade Students with a Reading Improvement and Monitoring Plan as determined by Ohio's Third Grade Reading Guarantee, will attend all required reading classes and complete ELA and supplemental reading programs as outlined in their RIMP.*

If there is a discrepancy in the amount of attendance hours in relationship to the mastered/ attempted OLS progress or assignment completion, the teacher will request evidence of course work completed. This must be submitted within one week of the request.

*Supplemental attendance may be entered after attendance for core subject areas of math and language arts courses have been completed for the day. School sanctioned face-to-face (F2F) or online events may be included in attendance.

504 Plans

In accordance with federal and state guidelines for identifying students with special needs, and providing all students with educational support, it is necessary that parents provide the school with all documentation, including any medical history that identifies a diagnosis. The parent/legal guardian is responsible for providing the information to school officials. 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 is negatively impacting their education, parents are required to submit documentation of a diagnosis from a qualified licensed physician in order for school officials to determine eligibility that will provide additional support for the student. The notification and documentation must be submitted as soon as possible after a diagnosis has been made or within 10 days of the school requesting documentation in order for students to avoid lack of progress in their courses and any truancy issues.

The 504 Plans are monitored and maintained by the 504 Coordinator and are kept in a secure location available to the student's teachers.

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 suspension and possible expulsion for repeated occurrences.

Unless otherwise instructed by your teacher or by a specific assessment, **you are expected to honor the following principles when taking assessments:**

- *You and you alone will take the assessment*
- *You will not copy or redistribute any part of the assignment in any way – electronic, verbally, or on paper.*
- *You will treat the assessment as “closed book” – meaning that you may not use any textbooks, references, or other materials (printed or electronic) during the assessment – unless your teacher or the specific assessment otherwise instructs (for example, you are specifically told to refer to certain pages in a book as part of the assessment).*
- *You will treat the assessment as “single browser” – meaning that during the assessment you may not log in a second time to your course or open your course or related materials on another browser or another computer.*
- *Your answers will represent your work and **only** your work, free of any outside assistance. You will not plagiarize in any way.*
- *You will not confer with other students, family members, or acquaintances, either in person or through electronic communication, during the assessment.*

Middle and High School 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 grade level principal.

Ohio Virtual Academy Academic Prevention and Intervention Policy

A. Introduction and Purpose of Policy

This plan is a design of classroom-based intervention services to meet the instructional needs of individual students as determined by the results of diagnostic assessments that demonstrate the students might or might not be at risk for academic success. The interventions will be individualized accordingly.

- The plan is in compliance with requirements under [ORC 3313.6012](#).
- State mandated diagnostic tests as well as Aimsweb, NWEA and Progress Learning benchmarks, and school developed assessments, will be used to evaluate student progress toward the attainment of academic standards
- Teacher-Based-Teams will meet regularly and use state testing results and data gathered from Aimsweb, NWEA and Progress Learning benchmarks as well as school based assessments, to guide intervention- related decisions.
- This plan will outline methods of intervention (Response to Intervention) and expectations for how intervention will occur (section D).

Using Assessment Data to Inform and Guide Interventions to Students

- Teacher-Based-Teams will use data from state assessments (including, but not limited to EOY, AIR, KRA-R, diagnostic assessments) to inform intervention-related decisions for student progress. All assessments required under the Third Grade Reading Guarantee program ([ORC 3313.608](#)) will also be used to make academic decisions. The Third Grade Reading Guarantee is outlined in section D.
- Aimsweb, NWEA and Progress Learning benchmarks will also be used by TBTs to inform intervention- related decisions.
- Teacher-Based Teams will continue to use formative and summative classroom assessment data drawn from the curriculum as well as TBT developed to inform decisions and goals for student progress.
- Kindergarten will use KRA and AIMSweb+ to identify students who are at risk according to the Ohio Department of Education and Workforce's definition of "off track".
- KRA and Aimsweb+ will be given to students in the fall; 3rd grade OST Reading assessments will be completed by the last week of October and by the required State Testing Schedule; State tests will be given to all repeating sophomore, junior and senior students who have not successfully met the graduation requirements for state testing during prior attempts. NWEA will be taken by all students in third through eleventh grades by the end of September and within 30 days of enrollment for all new enrollees thereafter. Benchmark testing for NWEA, Progress Learning and Aimsweb will also be conducted midyear. All K-2 students will be assessed using Aimsweb+ and all 3rd grade students will be assessed using MAP/NWEA in September. State assessments for third through high school will be conducted during state mandated testing periods in spring. NWEA performance assessments will be conducted with students third through eleventh grades in May.

B. Format and Context of Intervention at Ohio Virtual Academy

The practices established in Ohio Virtual Academy's Response to Intervention (RTI) model will be the method by which instructional interventions will be delivered at the school. Core principles of the OHVA's RTI model include:

- An on-going collection of student performance and other data to guide instructional and intervention decisions.
- The practice of providing high quality instruction and intervention matched to student needs and using learning rate over time and level of performance to make important educational decisions.
- School-wide procedures that support the belief that all students can effectively learn using research based, scientifically validated interventions/instruction.
- Early intervening services are key to ensuring student academic success.
- A multi-tiered model of service delivery based on student need.
- A problem-solving methodology and a team approach via the Ohio Improvement Process, Teacher Based Teams and, as appropriate the Community School Leadership Team.
- The monitoring of student progress on a scheduled, consistent basis the frequency of which increases upon student need.
- Student progress data is used to make informed educational decisions.

Interventions established in the school's intervention policy acknowledge that everyone who has an impact on a student's educational outcome is responsible for the implementation of the policy. This includes, but is not limited to school administrators, classroom and special education teachers, supplemental instructors and specialists, support staff, related service providers and targeted assistance team members.

Interventions will be monitored by use of the school's progress monitoring tools Aimsweb, NWEA and Progress Learning benchmarks. Each student's file will include comprehensive data, past and present, including those from state required, diagnostic and benchmark assessments when available and will outline the efforts to implement and respond to student-specific interventions.

The intervention model should be embedded in day-to-day school-wide best practices. This includes a school-wide belief system that all children can learn and that educators are responsible for creating a supportive learning environment. This belief extends to the cycles of planning, implementing, assessing and re-assessing student progress.

The school's Teacher Based Teams (TBT) will facilitate implementation and monitoring of the intervention process at the school. The members of this team will review all intervention data, schedule and hold intervention meetings, and ensure compliancy for all state specific intervention requirements. As appropriate, the school's Community School Leadership Team (CSLT) will monitor and support the efforts of each TBT. Examples of data used to monitor and respond to student learning outcomes include but are not limited to:

For example...

- AIMSweb (grades K-2);
- EOY/AIR test scores (grades 3-12);
- NWEA test scores (grades 3-11);

- EOY test scores (grades 9-12);
 - Working in curriculum off grade level (end of unit, midyear and end of year course assessments);
 - Progress Learning Benchmark testing and lesson assessments.
 - Progress monitoring data from Class Connect sessions; (checkpoints and Progress Learning assessments)
- And;
- Other information as appropriate

C. Intervention Model

Tier I – Differentiated Core Instruction

All students require differentiated instruction to ensure concept mastery and application. It is important to note, some of these students may require intervention in specific subject areas to address specific challenges or obstacles that prevent the achievement of concept mastery. The primary vehicle for this Tier I intervention is the K12 curriculum and weekly Class Connect sessions. The school will use interventions such as Progress Learning which include scientifically based strategies for all students which adapt to individual student learning needs.

The following elements are indicators of well-established Tier I interventions:

- scientifically based educational interventions;
- measurable interventions that are tracked through data collection tools (progress monitoring);
- able to be administered virtually; and
- administered for an amount of time the team determines will meet individual student needs.

While baseline data collected every 6 weeks will provide an overview of the attempted interventions, students receiving Tier I interventions will be monitored on a regular (at least weekly) basis as decided by the TBT. Such meetings and reviews supplement more frequent monitoring of student performance by classroom teachers.

Students who are not successful with the interventions given, applied, and measured (weekly progress monitoring) by the TBT may be referred to Tier II.

Six weeks following the commencement of Tier I interventions, the TBT will formally review student progress. Each formal Tier I TBT meeting will:

- evaluate the effectiveness of Tier I interventions;
- evaluate outcomes from the interventions;
- determine if additional time is appropriate at Tier I under the same or modified methods;
- record all progress monitoring from Tier I in the progress monitoring tool and review progress with TBT members; and
- consult with parents regarding collected data and intervention strategies.

Following this review the team will make one of the following decisions:

- student has made adequate progress and will continue receiving established interventions;
- student has made some progress but additional Tier I interventions are needed and will be modified and adjusted as appropriate; and

- student has made no progress and will be moved to Tier II for more intensive instruction.

Tier II – Supplemental Instruction

Students receiving Tier II interventions will receive supplemental instruction, beyond the core curriculum and the intervention efforts offered to all Tier I students. Tier II students are placed in small groups (based on skill set) and provide supplemental instruction through the use of scientifically research-based interventions. Interventions provided through Tier I efforts, require student attendance and are additional instructional time offered to all students. Tier II students may also receive additional supplemental services such as iSupport and Reading Eggs as well as other supplemental programs.

The following elements are indicators of well-established Tier II interventions:

- scientifically based educational interventions;
- measurable interventions that are tracked through data collection tools (progress monitoring);
- able to be administered virtually (through web based conferencing tools) and through small group instruction; and
- administered for an amount of time the team determines will meet individual student needs.

While baseline data collected every 6 weeks will provide an overview of the attempted interventions, students receiving Tier II interventions will be monitored on a regular (at least bi-weekly) basis as decided by the TBT. This formal monitoring will occur at TBT meetings. Such meetings and reviews supplement more frequent monitoring of student performance by classroom teachers.

Students who are not successful with the interventions given, applied, and measured (weekly progress monitoring) by the TBT may be referred to Tier III.

Six weeks following the commencement of Tier II interventions, the TBT will formally review student progress. Each formal Tier II TBT meeting will:

- evaluate the effectiveness of Tier II interventions;
- evaluate outcomes from the interventions;
- determine if additional time is appropriate at Tier II under the same or modified methods;
- record all progress monitoring from Tier II in the progress monitoring tool and review progress with TBT members; and
- consult with parents regarding collected data and intervention strategies.

Following this review the team will make one of the following decisions:

- student has made adequate progress and will continue receiving established Tier II interventions;
- student has made some progress but additional Tier II interventions are needed and will be modified and adjusted as appropriate; and
- student has made no progress and will be moved to Tier III for more intensive instruction. If the team decides to move the student to Tier III, a meeting will be called by the team to review this decision and related data with the parents.

Tier III – Intensive Instruction

Tier III students require intensive intervention. These interventions must be provided one on one and at a minimum of 3 times per week, for no less than 30 minutes per session. As with interventions noted in Tiers I and II, data will be collected during each scheduled session (progress monitoring) with students in Tier III. Data collection must be combined from all stake holders working with the student (Learning Coach, general education teacher, intervention specialist (when appropriate), administrator, other staff as needed) to ensure consistency.

The following elements are indicators of well-established Tier III interventions:

- scientifically based educational interventions;
- measurable interventions that are tracked through data collection tools (progress monitoring);
- able to be administered virtually (through web based conferencing tools) and through individual instruction;
- additional, focused and supplemental instructional opportunities as appropriate; and
- administered for an amount of time the team determines will meet individual student needs.

While baseline data collected every 6 weeks will provide an overview of the attempted interventions, students receiving Tier III interventions will be monitored on a regular (at least bi-weekly) basis as decided by the TBT. This formal monitoring will be reviewed at TBT meetings. Such meetings and reviews supplement more frequent monitoring of student performance by classroom teachers.

Students who are not successful with the interventions given, applied, and measured (weekly progress monitoring) by the TBT may be referred to the evaluative process to determine a potential disability.

Six weeks following the commencement of Tier III interventions, the TBT will formally review student progress. Each formal Tier III TBT meeting will:

- evaluate the effectiveness of Tier III interventions;
- evaluate outcomes from the interventions;
- determine if additional time is appropriate at Tier III under the same or modified methods; and
- record all progress monitoring from Tier III in the progress monitoring tool and review progress with TBT members.

Following this review the team will make one of the following decisions:

- student has made adequate progress and Tier III interventions will remain in place;
- student has made some progress but additional Tier III interventions are needed and interventions will be modified and implemented as appropriate;
- a meeting is scheduled with the Special Education team for additional review of data and feedback (this may occur if some progress is observed);
- referral for a special education evaluation may be made at this time; and
- consult with parents regarding collected data and intervention strategies.

D. Third Grade Reading Guarantee Policy

OHVA 3rd Grade Guarantee – K-2 Planning and Interventions

All K-1st grade students are given the K12 Phonics and LA curriculum and Reading Eggs. All 2nd grade students are given the K12 ELA curriculum and RAZ Kids. All K-2 students are assessed using the AIMSweb+ Benchmark Assessment three times per year: fall, winter and spring. If a student scores below target they are:

- Placed within the K12 phonics curriculum according to their ability level
- Placed within a small group class connect session according to their ability
- Given school psychologist approved interventions
- AIMSweb progress monitored regularly (ideally weekly) to see if academic growth is taking place.
- Reading Improvement and Monitoring Plan (RIMP) is put in place to create a plan for interventions and skills mastery. Reading Eggs for K-2. Reports will be pulled and analyzed on a weekly basis and will help direct the small group and 1:1 instruction.
- Reading Eggs for K-2. Reports will be pulled and analyzed on a weekly basis and will help direct the small group and 1:1 instruction.

OHVA 3rd Grade Guarantee Plan

- OHVA will assess the reading skills of each student in 3rd grade by administering NWEA/MAP Reading Assessment by September 30 of each school year and identify students reading below the state determined target level.
-
- OHVA will inform parents immediately (via email) if the student is performing below grade-level and has been identified as ‘not on track’ based on initial diagnostic testing and 3rd grade fall reading OAA
 - o OHVA will inform parent of the student’s reading deficiency
 - o Describe the current services provided to the student
 - o Describe the proposed supplemental services and supports to be provided and expectations of interventions provided by ELA teacher
 - o Send Putting Reading First to Parents of 3rd grade students
 - o Explain that the student may be retained in third grade if the student scores below the State Board’s specified cut score on the third grade reading achievement assessment.
- OHVA will provide intensive, explicit, and systematic reading instruction that is research-based. The Reading Improvement and Monitoring Plan for each student identified as reading below grade level will be approved by the principal and placed in the student file and provided to the parent. The Reading

Improvement and Monitoring Plan will be completed within 60 days of identifying student as “not on track”. The RIMP will include the following:

- o Identify the student’s specific reading deficiencies
- o Describe the additional instructional support that will be provided to remediate the student’s deficiencies
 - Continued Progress Monitoring using NWEA/MAP for 3rd grade students that are at risk or have been retained in Grade 3. NWEA/MAP is an adaptive web-based assessment that provides the framework for Response to Intervention and multi-tiered instruction.
 - Scheduled interventions with teacher driven by research-based progress monitoring data.
 - Mindplay and RAZ Kids will be offered as a supplemental program for students reading below grade level in grade 3.
 - Instruction based in the three-cueing system.
 - Placement with a highly qualified reading teacher.
- o OHVA will provide a reading curriculum during regular school hours that provides scientifically based and reliable assessments and provides initial and ongoing analysis of each student’s reading progress – Embark, LA/Phonics K, LA/Phonics 1, LA/Phonics 2, ELA 2, or ELA 3.
- o Each student will be placed with a reading Teacher who either has received a passing score on a rigorous test of principles of scientifically based reading instruction or has a reading endorsement on the teacher’s license.

Reading Improvement and Monitoring Plan (EOY Requirements) – 3rd grade student placed in Grade 4

- For each student that did not meet the expected score on the 3rd grade Spring Reading OST, but placed in grade 4, the RIMP will be revised to include:
 - o Provide intense remediation services until the student can demonstrate an on-track diagnosis score at grade level.
 - o Reading Improvement and Monitoring Plan will include, but is not limited to: Weekly small group targeted reading instruction, increased progress monitoring, placed on a class list with fewer students.

Approved outside service providers (also included on the RIMP):

- Reading Eggs
- AIMS Web
- RAZ Kids
- Mindplay
- iSupport which is an in-house remediation program

Tracking and reporting the data to ODEW:

Teachers in grades K-3 will collect and store data for –

- K – Reading AIMSweb (completed by September 30 or by 30 days after enrollment)
- 1 – Reading AIMSweb (completed by September 30 or by 30 days after enrollment)
- 2 – Reading AIMSweb (completed by September 30 or by 30 days after enrollment)
- 3 – NWEA/MAP Diagnostic (completed by September 30 or by 30 days after enrollment)

Results will be reported to ODEW by OHVA’s EMIS coordinator. Results will include score and the rating of ‘on track’ and ‘not on track’.

For each student not on track, interventions will be reported by the EMIS coordinator at the end of the year. Interventions are also included on the RIMP and may include, but not limited to:

- Supplemental Program: Reading Eggs, AIMSweb, Mindplay, RAZ Kids
- Small group instruction
- Reduced teacher-student ratios
- Frequent Progress Monitoring
- 1:1 support from an in-house source iSupport
- 1:1 intervention with teacher
- Interventions designed around the three-cueing system
- Fluency Practice
- 90 minute reading block

Appropriate Class Connect Behavior

When an OHVA student logs into Class Connect using their webcam and/or microphone, it is similar to them “walking into class” in their school building. Please remember that through the webcam and/or microphone OHVA staff and other students can see and hear what is going on in your home environment. Students should be wearing clothing appropriate for school attendance when on their webcam. Students should be seated in an appropriate space such as a table or desk when on their webcam. The room where your student attends live Class Connect should be a classroom-like setting free from the distractions of a TV or loud noises including yelling. The language in your home should be classroom appropriate and free from swearing. It is also important that your student has a quiet, classroom-like environment conducive to learning, to enable the student to focus on instruction and class participation. If there are concerns related to the above, your student may not have webcam and/or microphone privileges during Class Connect.

Attendance

There is a direct correlation between attendance and student achievement. OHVA students are required to meet a minimum of 920 hours of attendance. Required hours of attendance will be prorated for late enrollees. There should be a strong correlation between attendance logged by the parent and lessons completed by the student.

See the additional grade level engagement requirements, and Attendance FAQ's below. Appendix A also provides information about supplemental attendance hours guidelines.

Career Advising Policy

Now more than ever, students need to see a connection between what they are learning in the classroom and their future careers. Ohio law requires OHVA to adopt and maintain a local policy on career advising

Experts generally describe career advising as *an integrated process that helps students understand how their personal interests, strengths, and values might predict satisfaction and success in school and related career goals*. Ohio students must have access to a comprehensive menu of resources and support to prepare for their future success. Through relevant classroom instruction, career-related learning experiences, and consistent counseling and advising, students can discover their interests and explore academic and career pathway options.

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 Ohio residents. This policy shall be posted in a prominent location on the school's website.

OHVA's plan for career advising includes the following:

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 and Workforce.*
 - a. *In addition to providing student-friendly standards as targets for live class sessions, teachers will attempt to connect content per unit to current career fields.*
 - b. *Teachers will hold individual and group sessions that further explain careers of interest to students (courses needed, technology required, salary considerations, skills needed, ect.).*
 - c. *Specific work assignments will allow intervention specialists to write more detailed career plans in Section 5 of the IEP.*
2. *Career advising to students in grades K-5, which includes:*
 - a. *Teachers have individual conversations with students during 1:1 conferences and small group conversations during class connect asking what their future career interest might be.*
 - b. *Providing grade band assemblies highlighting different careers available to students.*
 - c. *Providing students social studies curriculum.*
 - d. *Making available a K-5 School Counselor*
 - e. *Cardy Club available for K-5 students, providing career focused challenges to introduce students to a variety of career fields.*
3. *Career advising to students in grades 6-12, which includes:*
 - a. *Meeting with each student at least once annually to discuss academic and career pathway opportunities.*
 - b. *Providing multiple small/large group sessions that are optional for students to attend (Resume Building, Career/College info, CCP, Career Tech, Job Skills, Scholarship Info, Employability Skills, Conflict Resolution, and Team Building).*
 - c. *Hosting sessions that provide students with guest speakers and experts in high needs career areas.*
 - d. *Providing a Finding Your Path online curriculum for students in grades 9-12 which students can work in independently, and with the support of a counselor, to work toward career goals.*
 - e. *Delivering multiple career explorations courses that can then lead toward pathways within CTE.*
 - f. *Implementing the Individual Graduation Plan which can be used to guide students through career advising and includes an end of the year synopsis.*

- g. *Clarifying career planning within Special Education through Section 5 of the IEP.*
4. *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 based on past and current performance. Students outside of their graduation cohort year will take top priority for individual career guidance and support.*
 - b. *Identifying students through Staff referrals.*
 - c. *Reviewing students identified as SPED and found to be at-risk and providing additional interventions under transition activities (career focused).*
 - d. *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.*
 - e. *The student's parent, guardian, or custodian will be invited to assist in developing the Student Success Plan. If the student's parent, guardian, or custodian does not participate in the development of the plan, OHVA shall provide the parent, guardian, or custodian a copy of the student's plan, a statement of the importance of a high school diploma and the academic pathways available to the student in order to successfully graduate.*
 - f. *Upon development of a plan for a student identified as being at-risk for dropping out of school, OHVA shall provide career advising to the student that is aligned with the plan.*
 5. *Training for employees on how to advise students on career pathways, including use of the tools available in Ohio Means Jobs <https://ohiomeansjobs.ohio.gov/for-students/explore-careers>.*
 - a. *Counselors will be directing students to this tool during sessions and FYP classes.*
 - b. *Advisor and teachers will be training on career pathways and options available to students.*
 - c. *All staff working with students in grades 6-12 will be trained on the use of [Ohiomeansjobs.org](https://ohiomeansjobs.org) and other career advising tools per state guidelines.*
 - d. *All staff working with students in grades 6-12 will be educated on Ohio's new graduation pathways.*
 6. *Multiple academic and career pathways through high school that students may choose to earn a high school diploma, including opportunities to participate in OHVA's (CTE) program, opportunities to attend local Vocational/ Technical schools, and participate in College Credit Plus Program for post-secondary credit.*
 - a. *All staff working with students in grades 6-12 will be educated on Graduation Pathways, CCP and Dual Enrollment options.*
 7. *Information on courses that can award students both traditional academic and career-technical credit working in conjunction with any local Career/Technical programs students may be attending.*
 8. *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. This includes activities that support the student's academic, career, and social/emotional development, such as those saved to a student's Ohio Means Jobs K-12 Backpack.*
 - a. *All documentation will be housed in TotalView Notes (OHVA's online information system).*
 - b. *Documentation can also be found in Section 5 of the IEP for students who qualify.*
 9. *The supports necessary for students to transition successfully from high school to their post-secondary destinations, including interventions and services necessary for students who need remediation in mathematics and English language arts.*
 - a. *Transition will be aided through staff led meetings/sessions*

b. Transition will be aided through sections 4/5 of the IEP if applicable.

- 10.** Information regarding career fields that require an industry-recognized credential, certificate, associate's degree, bachelor's degree, graduate degree, or professional degree is provided through:
 - a. Finding Your Path lessons taught once a month in grades 9-12 on various topics like Career Explorations, Career Interest Inventories, Goal Setting, College Search Process, etc.
 - b. Holy Guacamole Series that covers: Military, First Generation, Trade Schools/Apprenticeships/Adult Education, 2 Year Programs, Career Explorations, and more
 - c. Statewide College tours (virtual and in-person)
 - d. CTE Pathway Info Sessions (rising 9th and current high school)
 - e. CTE pathway and exploration courses that integrate career planning into curriculum
 - f. Industry Speaker sessions
 - g. Resources are provided through [school counselor](#) and [CTE web sites](#) and in their Newsletters

- 11.** Students are provided with information about ways a student may offset the costs of a post-secondary education through:
 - a. Holy Guacamole Series that covers: Military, First Generation, Trade Schools/Apprenticeships/Adult Education, 2 Year Programs, Career Explorations, and more
 - b. Military Appreciation Week in February
 - c. CCP/dual enrollment information sessions and information provided on OHVA's [CCP web site](#)
 - d. CTE sessions that cover CTAG and available Articulation opportunities for credit transfer through participation in OHVA's CTE programming

Career Center Guidelines for Students Participating in External CTE Programs

If a student wishes to pursue a CTE program that is not offered at OHVA, an additional option is to pursue CTE through an external Career Center while still being enrolled at OHVA. . It is imperative that students work closely with their counselors both at OHVA and the Career Center to ensure they are meeting all graduation requirements.

If a student wishes to pursue a CTE program at an external Career Center that is similar to a program offered by OHVA, the student must meet with their school counselor prior to applying for the program to ensure that the student would not be better served by participating in the CTE programming offered through OHVA.

Students must follow all rules and guidelines required by the Career Tech Center and by OHVA. All paperwork required for admission to a CTC is the responsibility of the student. Students must provide ample time for counselors and administrators to sign necessary paperwork (like attendance forms) for CTC programs. This is not the responsibility of OHVA.

Eligibility requirements:

- *Students must have a 60% minimum passing score at OHVA. OHVA will abide by that when it comes to determining the issuance of credit.*
- *Students may participate in CTC programs if they have not passed one or more sections of the Ohio State Tests. However, in order to remain in the CTC Program, students must fully participate in and complete test preparation requirements.*
- *If a student is failing one or more courses at their CTC or at OHVA, they may be required to attend OHVA full time to ensure graduation status.*
- *Student's percent of time attended is expected to be at least 50% at OHVA and 50% at the outside CTC program regarding courses taken.*

The CTC creates its own process for selection/admission. Ohio Virtual Academy will support recommendations a CTC makes for admission to their specific program(s).

If a student is suspended or expelled from the CTC, OHVA administration will review the terms of the suspension/expulsion and make a decision. Students may be suspended or expelled from OHVA, as well, based on the findings.

Ohio Virtual Academy Cell Phone Policy

Introduction: This policy is designed to ensure that cell phones are used responsibly within the Ohio Virtual Academy environment, promoting a safe and productive educational experience for all students. This policy aligns with Ohio laws and regulations regarding student conduct and digital safety.

General Guidelines:

1. Personal Responsibility:

- Students are responsible for their cell phones. Ohio Virtual Academy is not liable for any loss, theft, or damage to personal devices.
- Students must ensure their devices do not disrupt the learning environment.

2. Usage During Instructional Time:

- Cell phones must be turned off or set to silent mode during live instructional sessions unless explicitly permitted by the teacher for educational purposes.
- Students should not use cell phones to text, call, or browse non-educational content during class.

3. Permitted Use:

- Cell phones may be used for educational purposes, such as accessing e-books, educational apps, or conducting research, when allowed by the teacher.
- Communication for emergency purposes is permitted.
- Students on an IEP, or who monitor or need to address a health concern may use the cell phone as needed for student learning. Staff must be notified by a parent or student of this exemption. If the student has an IEP, the exemption must be documented and agreed upon by the IEP Team.

4. Breaks and Non-Instructional Time:

- Students may use their cell phones during designated break times and lunch periods, provided it does not interfere with their school responsibilities.

5. Online Behavior:

- Students must adhere to the school's code of conduct and acceptable use policy for technology, including respectful communication and appropriate content sharing.
- Cyberbullying, harassment, and any form of inappropriate behavior conducted via cell phone will not be tolerated and will result in disciplinary action.

Privacy and Security:**1. Respect for Privacy:**

- Students must not use cell phones to record, photograph, or share images/videos of others without their consent.
- Posting or sharing unauthorized images or recordings is strictly prohibited and may be subject to disciplinary and legal action.

2. Security Measures:

- Students are encouraged to use security features such as passwords and encryption to protect their personal information.

Parental Involvement:**1. Parental Guidance:**

- Parents are encouraged to discuss responsible cell phone use with their children.
- Parents and families are held to the respect for privacy portion of this policy.
- Parents should monitor their child's cell phone activity to ensure compliance with the school policy and online safety.

Disciplinary Actions:**1. Violations:**

- First Offense: Warning and reminder of the cell phone policy.
- Second Offense: Temporary restriction of cell phone use during school hours and parental notification.
- Third Offense: Further disciplinary actions as deemed appropriate by the school administration, which may include longer-term restrictions or involvement of law enforcement if necessary.

2. Serious Infractions:

- Any use of cell phones for cheating, cyberbullying, or illegal activities will result in immediate disciplinary action, potentially including suspension or expulsion.

Policy Review and Updates: This policy will be reviewed annually and updated as needed to adapt to new technologies and changing educational needs. Feedback from students, parents, and staff will be considered in the review process.

Compliance with Ohio Law: This policy complies with Ohio laws, including the Ohio Revised Code (ORC) on student conduct, privacy, and digital safety. The school administration will ensure ongoing compliance with state regulations.

Conclusion: The responsible use of cell phones is crucial in maintaining a positive and effective e-learning environment. This policy aims to balance the benefits of technology with the need for a focused educational setting.

References:

- Ohio Revised Code (ORC) on student conduct and digital safety
- School's code of conduct and acceptable use policy for technology

Effective Date: This policy is effective as of July 1, 2024, and will remain in effect until amended or repealed by the school administration.

Change of Address:

Parents/Guardians are required to notify Ohio Virtual Academy any time there has been a change of address. In order for the change to go into effect, Proof of Residency is required in the legal guardian's name. **
https://www.k12.com/content/dam/mps-refresh/ohva/files/23-24_POR_Guidelines.pdf

Access to the online form may be found here:

<https://admin.schoolinfoapp.com/appcontent/1905/formviewer/37203?safeld=d093f943a5e440a78dc28a2e07685ae7>

Parents should also notify their advisor of any of the following changes:

- *Student Name (legal documentation required)*
- *Legal Guardian (legal documentation required)*
- *New Address (proof of residence required)*
- *Move in Date*
- *Phone Number*
- *Shipping/mailing address*

Ohio Virtual Academy asks all returning families to verify their home address in our system during re-registration and throughout the school year. Residency Records will be reviewed on a monthly basis throughout the year. All returning families are required to submit a new proof of residency document annually (via our online form) as well. These documents must be dated no earlier than July 1st of the current year.

If the address on file is different from the current address being submitted, a change of address request via our website is required. Proof of residency must comply with OHVA's Proof of Residency Guidelines.

Consistent residency within the state of Ohio is required throughout the school year and students are required to be physically present in Ohio while the school year is in session. Your advisor should be made aware of any extended travel outside of Ohio and such travel shall be reviewed by OHVA Administrators to ensure it aligns with state and school requirements.

Child Find

The 1997 Amendments to the Individuals with Disabilities in 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. OHVA 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 their parent/guardian 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 be referred to the student's teachers. From there, that staff member will submit a request on Child Find, as outlined via the school's Child Find process.

Class Connect Policy

It is the belief of the Ohio Virtual Academy that attendance at “live,” synchronous class sessions called “Class Connects” are critical in strengthening the understandings that students gain in independent study. 21st Century skills such as collaboration, clear communication (both written and verbal), and critical thinking are all necessary for the workforce and higher education and therefore are a focus in these sessions. The following are our expectations for Class Connect sessions:

- *All students are expected to attend synchronous class connect sessions at the beginning of each semester until student success can be established.*
- *Teachers may request participation from any student at any time if deemed critical to student success.*
- *Class connect sessions will be held Monday through Friday. Course frequency will vary among grade levels and courses.*
- *Times not indicated as class connect times are for students to work independently.*
- *Class connect sessions will be tailored to students’ and the whole class’s specific needs. Please watch for indications of Required and Optional in session invites.*
- *Class connect participation may be part of students’ grades. Please check individual teacher policies.*
- *Recordings will be made available for students who missed class. If you are unable to view the recording within one day, please contact your teacher.*
- *In the case of conflicting class times, it is the student’s responsibility to let both teachers know about the conflict, so that a resolution can be determined. OHVA suggests that students attend the class in which they need the most help.*
- *Students are expected to do any teacher requested pre-work before attending class, such as reading lessons or viewing related material.*
- *Students not attending required class connect sessions and not earning a passing grade in a course may be considered truant for non-attendance. All attendance policies apply.*

Class Connect Web Cam Usage for Students and Families

All laptops and desktop computers provided to students will include a webcam. OHVA strongly recommends students utilize the webcam during sessions. This increases the ability for all participants in a Class Connect session to collaborate with webcams enabled. While increased webcam exposure can enhance the collaborative and interactive nature of live instruction, it can also pose challenges with respect to proper webcam etiquette and disciplinary action based on webcam usage or misuse.

Use of a webcam can be limited or prohibited at any time if proper webcam etiquette or behavior is not followed. The webcam should be used for educational purposes and academic collaboration only. The OHVA student code of conduct policy applies to all webcam interactions. In addition to common sense etiquette, the following guidelines must also be followed.

Code of Conduct

This code applies to student conduct on school property, on live web conferencing, and while in the control or custody of the school, 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 OHVA student, you are subject to the rules and restrictions implemented by OHVA and the Student Code of Conduct and Acceptable Use Guidelines.

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 OHVA students are aware of and understand their responsibilities when accessing and using OHVA resources.

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

As a student enrolled in OHVA, you should be aware of the following guidelines and expectations. Any activity that is not listed here, which violates local, state, or federal laws, 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 OHVA instructional computing resources, which could result in your inability to complete learning activities.
- Your removal from the course
- Involvement with law enforcement agencies and possible legal action

Student Code of 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 their 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 standards of courtesy, decency, and honest shall be maintained in OHVA.

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 conduct that, regardless of where it occurs, is directed at a student, school administrator or employee, or the property of such student, school administrator or employee.

Accountability

- *Logging into 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 also strictly prohibited.*
- *Do not interfere with other users' ability to access OHVA or disclose anyone's password to others or allow them to use another user's account. You are responsible for all 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 any messages that were privately sent to you.*
- *Do not download, transmit, or post material that is intended for personal gain or profit, non-OHVA commercial activities, non-OHVA product advertising, or political lobbying on an OHVA owned instructional computing resource.*
- *Do not visit any inappropriate websites or any websites unrelated to school tasks.*
- *Do not use OHVA instructional computing resources to sell or purchase any illegal items or substances.*
- *Do not upload or post any software on OHVA 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 OHVA server.*

Inappropriate behavior includes:

- *Insults or attacks of any kind against another person, including students, staff, or administrators.*
- *Use of obscene, degrading, or profane language.*
- *Harassment (continually posting unwelcome 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 email, viruses, or other intentionally destructive content or cyberbullying.*
- *Using school equipment for purposes other than what it is intended for.*
- *Please note that this behavior can be addressed whether occurring during typical school hours or after, due to the nature of our school day.*

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 in use in student homes.

College Credit Plus

What is College Credit Plus (CCP)?

- College Credit Plus is a program that gives students in grades 7–12 an opportunity to be enrolled in both high/middle school and college course work at the same time. The purpose of this program is to promote rigorous academic pursuits and to provide a wide variety of options to college-ready students. Students must qualify academically and be accepted to participate in College Credit Plus at a college.
- Each year before February 15, the Head of School or designee will provide information regarding the optional CCP program to students currently enrolled in grades 6-11 and their parents. This information will be sent by email and presented in a live session.
- Only Ohio residents are eligible to enroll in the program. If you are not a US citizen, we must have more information before you can enroll in this program.

Where can I take classes?

- Public universities and colleges in Ohio at no cost to the student/family for tuition, books, or fees.
- Participating private universities and colleges in Ohio which may include a cost to the student/family based on the college and how the course is delivered.
- The classes may be delivered on the college campus or online.

Who is eligible?

- Students in grades 7-12 who meet eligibility requirements.
- Resident of Ohio
- Enrolled in public, community, or nonpublic high school.
- Student meets college or university admissions requirements.

How many courses can I take and when?

- Up to 30 college credits per academic year (15 per semester). OHVA courses are included in this total.
- No more than 120 college credits total. OHVA courses are not included in this total.
- Summer, Fall, and Spring CCP courses are available.

How much credit will I earn?

A “Carnegie unit” is the basic unit of credit used to meet high school graduation requirements. One Carnegie unit is awarded for courses scheduled for one hundred twenty instructional hours. Below is a conversion chart:

3 or more semester hour class = 1 Carnegie unit
 2 semester hour class = 2/3 Carnegie unit
 1 semester hour class = 1/3 Carnegie unit

- High school credit will be awarded for successful completion of a CCP class.
- Final grades will be factored into your high school GPA.
- CCP classes will be weighted (1 quality point added) at the high school.
- CCP classes will also be listed on college transcripts and grades will be factored into college GPAs as well.
- Classes failed or withdrawn with an “F” will receive an “F” on high school AND college transcripts, which will be factored into both the high school and college GPAs.
- Students/families may be financially responsible for classes that are:
 - Not passed

- Withdrawn after the college withdrawal deadline.
- Over the yearly 30-hour limit for lifetime/120-hour maximum
 - If you are financially responsible for failing or withdrawing from a course and do not pay, OHVA will not release your grade card, diploma, and/or you may not be able to register for additional courses.

Eligible CCP Courses

Students must complete 15 semester hours of Level I courses that may be applied toward a certificate or degree prior to taking Level II courses.

Exceptions:

- Successful completion of a Level I course in a specific subject allows a student to take a Level II course in the same subject prior to completing the 15 semester credit hours.
- The student tests into a Level II course that has a Level I prerequisite as determined by the college/university.
- AP and IB courses can count toward the 15 semester hours when the student attains the required score on the exam covering the coursework. The required score shall be the passing score specified in the standards adopted under section 3333.163 of the Revised Code, in the case of an advanced placement course, or the score specified by the institution of higher education in which the student enrolls that the institution considers sufficient to award college credit for the course, in the case of an international baccalaureate diploma course.

Upon successful completion of 15 semester credit hours of courses under division (1) of this rule, a student may enroll in a Level II course that may be applied toward a certificate or degree.

Non-allowable courses

- An applied course that involves one-on-one private instruction, including but not limited to instruction in instrumental music, voice, or art.
- A course for which the fees, as defined in rule 3333-1-65 of the Administrative Code and reported in compliance with section 3345.39 of the Revised Code, exceed an amount established by the chancellor.
- A study abroad course or similar course, as defined in rule 3333-1-65.12 3 of the Administrative Code
- Physical education courses.
- A course that is graded on a pass/fail or satisfactory/unsatisfactory basis rather than using letter grades, except for an internship course.
- A remedial, sectarian/religious, or non-college level course, as prohibited by section 3365.02 of the Revised Code.

Underperforming Students, Program Probation/Dismissal and Appeals

Probation:

A student is placed on CCP probation when the student:

- Has earned lower than a cumulative 2.0 GPA in college courses OR
- Withdraws from/drops two or more courses in the same term.

When on CCP Probation, the student:

- May enroll in no more than one college course.
- May not enroll in a college course in the same subject in which the student previously earned a D or F or received no credit.
- The student's GPA must improve to 2.0 or higher the next semester of CCP participation (semester of CCP probation) or they will be dismissed from the program. Example: FALL Term...cumulative GPA falls below 2.0. The student is placed on probation for SPRING

- TERM and can only take one course. At the end of Spring Term if the cumulative GPA is still <2.0, the student is dismissed from CCP.

Dismissal:

- A student is placed on CCP Dismissal when the student has met the definition of CCP Probation for two consecutive college terms (this includes the term that causes the probation status).
- Once a student is dismissed from the CCP program, the student may not enroll in college courses for the following college term.
- After one college term, a student makes a request/ appeal to school counselor and/or CCP coordinator (who will consult with counselor) AND Administrator to allow the student to participate.
- OHVA will then decide to:
 - Continue dismissal.
 - Move back probation.
 - Participate without restrictions.

Appeals:

After not participating for 1 CCP term, students may appeal to reenter the program. They may also appeal repeating a course that they had received an F or W. They may NOT appeal being on probation itself.

- A student may appeal to the school's governing entity their CCP Dismissal or Probation from taking a course in the same subject in which the student earned a grade of "D" or "F" or for which the student received no credit within five business days of being notified of the CCP Dismissal or CCP Probation status.
- OHVA will notify the college or university in which the student is enrolled that the student has requested an appeal.
- The district head of school will issue a decision on the student's appeal within ten business days after the date of the appeal is made. The decision of the head of school is final.
- To request an appeal, a student must provide a written explanation of why the student should be 1) removed from CCP Dismissal or 2) permitted to take a course in the same subject while on CCP Probation. The district superintendent will review the written explanation and will consider the following possible activities that a student has taken - completion of high school courses with an established grade point average, completion of tutoring, extra course assistance, and/or the development of an individual pathway plan that includes high school graduation requirements and possible college courses.
- The governing entity will consider any extenuating circumstances separate from academic performance that may have affected the student's CCP status and may do any of the following:
 - Allow the student to participate in the program without restrictions.
 - Allow the student to take a course in the same subject in which the student earned a grade of "D" or "F" or for which the student received no credit.
 - Allow the student to participate in the program on CCP Probation.
 - Maintain the student's status on CCP Dismissal from the program.
 - Note: the CCP Probation and CCP Dismissal policy (OAC 3333-1-65.13) does not alter, supersede, or affect any college policy or procedure on academic probation or dismissal through the college. Students wishing to appeal the college's policy must do so by following the college's procedures.

Self-Pay and Dismissal – if eligible with the college/university, students may elect to take course(s) while on dismissal. The student/family will be responsible for payment for these courses, they are not covered under CCP. Additionally, no high school credit will be awarded for these courses.

Self-Pay Policy

If a student elects up front to self-pay for courses and elects to receive both high school and college credit for that course, then the high school must provide high school credit for those courses (from Ohio Revised Code section 3365.06 (A)). Student/family must complete OHVA's Self-Pay Form.

How do I enroll?

- Register with OHVA
- Complete and return the "Intent to Participate" Form by April 1st (State of Ohio deadline)
- Any intent forms sent past the deadline are subject to approval by a high school principal.

OHVA does not deny credit for students that take post-secondary courses during an expulsion. However, students must be in good standing to participate in College Credit Plus at OHVA. (Per Ohio Revised Code 3313.613)

OHVA students may take courses outside of the "normal school hours" as OHVA is an e-school with courses available any time during the day or week. Therefore, it is within the structure of OHVA for students to take College Credit Plus courses outside of "normal school hours." (Per the Ohio Revised Code 2151.356, 215.357, 3301.121, 3313.662)

Where can I get a more thorough explanation of the program and its risks and benefits?

Contact your school counselor or visit <https://highered.ohio.gov/initiatives/access-acceleration/college-credit-plus>

Each year before February 1, the Head of School or designee shall provide information regarding the optional college credit plus program to students currently enrolled in grades 6-11 and to their parents.

College Readiness Testing

ACT Test: OHVA high school code number is 365-143. Students and parents need to register on their own. Use this code number to complete student ACT registration online at: <http://www.actstudent.org>

For schedules and details, refer to the above ACT website. Students will need to upload a digital photo of themselves when registering for the ACT. For additional questions, contact your school counselor.

SAT Test: OHVA high school code number is 365-143. Students and parents need to register on their own. Use this code number to complete student SAT registration online at: <http://www.collegeboard.com>

Students will need to upload a digital photo of themselves when registering for the SAT or SAT Subject Tests online. Please visit this site for SAT information: <http://sat.collegeboard.org/register/sat-dates>

Commencement Exercises

A student may participate in the high school graduation exercises only if they have successfully completed all course requirements as stipulated by the Ohio State Department of Education and the Ohio Virtual Academy (as depicted in this handbook), including passing all State Required Testing, and/or meeting all graduation requirements for their graduation cohort year. Students completing graduation requirements after graduation exercises have been conducted may receive diplomas through the mail after requirements have been confirmed. Commencement and other programs and ceremonies are privileges that can be withdrawn as a part of disciplinary action for a violation of the Student Code of Conduct.

Computer Availability Policy

Each student enrolled in OHVA is entitled to a computer; however, families may elect to waive any or all of their OHVA provided computers. Each student is encouraged to have their own computer in order to participate fully in the school program.

Parents are responsible for returning each computer in good working order as soon as their student is no longer enrolled in OHVA. K12 provides shipping instructions and labels for the computer return. If a family refuses an OHVA computer, students are still expected to complete all assignments and requirements for each class.

Computer Use Policy

Access to the Internet via computer equipment and resource networks provided to you as a result of your enrollment in OHVA 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.
- The use of OHVA 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.

Confidentiality

Every effort should be used to maintain the confidentiality of students attending the Ohio Virtual Academy. Parents must give permission before a student's name or image can be displayed in a public manner. Before confidential student information is transferred over the internet, it is password protected or encrypted, and can only be decrypted by another party employed or assigned by OHVA. The Ohio Virtual Academy has designated a Records Officer to protect the confidentiality of personally identifiable data regarding students. Student files are accessible only to employees of OHVA or employees of K12 who have an interest in the student's education. Parents and students should be careful not to share their K12 Online School/Online Middle and High School (OLS/OMHS) username and password with any unauthorized individuals. In any case where a parent or teacher believes the security of the OLS/OMHS has been compromised, the parent should use the tools provided in the OLS/OMHS to change the username and password.

Course Audit

Students in high school can audit courses which they have already passed. Administrative approval is mandatory. Students are required to attend, and class connect session that is labeled as “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.

OHVA will have the final approval on all course audits.

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 2 weeks of the student's enrollment in the course. Course additions will be made based on the 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 they are no longer enrolled or accountable for progress and attendance in that course. Incomplete course work will receive an "F" on the grade card, resulting in a drop in the student's overall quarterly and cumulative GPA. Consideration may be given to modifying the course level assignment at the conclusion of a semester if it is recommended by the current teacher and approved by the receiving teacher and/or counselor (ex: Comprehensive to Honors).

Course Failure and Repeat Credit

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 as the quality point for the course in determining the GPA. Courses required for graduation must be retaken until they are passed.

The lower (failing) grade will be removed and replaced by the passing letter grade on the student’s transcript. The (failing) grade may only be replaced by retaking and passing the same exact course that was previously failed. Credit recovery courses do not replace previously failed courses on the transcript but will appear as an additional course.

Course Selection and Scheduling

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

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 courses (courses required for graduation) an opportunity to take a previously failed course at an accelerated pace. OHVA students may participate in credit recovery by adhering to the guidelines outlined below.

Any student failing one or more core courses in grades 9-12 may be placed in the credit recovery program. Credit recovery coursework/assessments are modified and constructed to be completed in an 8–9-week time frame.

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

Criteria for Diploma with Honors

Six Honors Diplomas are recognized by the Ohio Department of Education and Workforce: Academic, International Baccalaureate, Career Tech, STEM, Arts, and Social Science and Civic Engagement. Below are the criteria for the Academic Diploma with Honors. Information for each honors diploma can be found on [ODEW's website](#).

. To meet honors diploma requirements, students challenge themselves by taking and succeeding at high-level coursework and in real-world experiences. A student who completes the OHVA high school academic curriculum must meet all but one of the following criteria to be awarded the Diploma with Honors:

Honors Diploma Criteria have been updated for the Class of 2026 and beyond and may be used by the Classes of 2023-2025. One of the significant changes under the new criteria is that students may replace one requirement of either 4, 5 or 6 with a “Student Strength Demonstration.” See explanation below the chart.

ACADEMIC HONORS DIPLOMA

Requirements	State Minimum
1 Math	Fourth math must be > Algebra 2
2 Science	One additional unit Advanced Science
3 Social Studies	One additional unit Social Studies
4 World Languages	Three sequential units of one world language, or no less than 2 sequential units of two world languages studied
5 GPA	3.5 on a 4.0 scale
6 ACT/SAT	ACT: Score of 27 or higher, SAT: Score of 1280 or higher*
7 Seal Requirement	Earn two additional diploma seals, not including Honors Diploma Seal
8 Experiential Learning	Field Experience, OhioMeansJobs Readiness Seal**, Portfolio^, or Work-Based Learning^

*Writing sections of either standardized test should not be included in the calculation of this score

**Students can use OMJ Readiness Seal in 2 additional seals requirement if it is not used in Experiential Learning.

^Currently available to OHVA CTE students only

The **Student Strength Demonstration** options can be applied to either the world language, GPA, or ACT/SAT criteria and are listed below. The same options exist for each of the six honors diplomas but, where relevant, should reflect coursework or experiences relevant to the theme of the Diploma. For example, a student earning the Academic Honors Diploma and using the College Credit Plus option to replace another requirement for the diploma should have College Credit Plus courses relevant to the Academic Honors diploma.

OPTIONS:

- College Credit Plus: 12 total College Credit Plus credit hours
- Advanced Placement: three courses with score of 3 or higher on AP tests
- Career-Technical Assurance Guide (CTAG): 12 total credits
- Apprenticeship/Pre-Apprenticeship: Completion or Evidence of Acceptance if required to be older than 18
- WorkKeys: Score of 6 or higher on all tests (*void for Career-Tech Honors Diploma)
- Armed Services Vocational Battery: Score of 50 or above on the ASVAB
- Work-Based Learning: 250 total hours of work-based learning

Honor Diploma Requirements Classes 2023-2025

Subject	Academic Diploma with Honors
Mathematics	4 units, including Algebra I, Geometry, Algebra II or the equivalent and another higher-level course or a four-year sequence of courses that contain equivalent content
Science	4 units, including two units of advanced science
Social Studies	4 units
Foreign Language	3 units (must include no less than 2 units for which credit is sought), i.e., 3 units of one language or 2 units each of two
Fine Arts	1 unit
Grade Point Average	3.5 on a 4.0 scale
ACT/SAT Score [excluding scores from the writing sections]*	27 ACT / 1280 SAT

All Diplomas with Honors requirements pre-supposes the completion of all high school diploma requirements in the Ohio Revised Code including:

- ½ unit in Physical Education
- ½ unit in Health
- ½ unit in American History
- ½ unit in Government
- ½ unit in World History

Advanced science courses contain rigorous content appropriate for grades 11 and 12. An advanced science course builds on the concepts and skills developed in the physical science and biology courses detailed in Ohio's Learning Standards for Science. Appropriate courses include but are not limited to chemistry, physics, advanced biology or other life sciences, astronomy, geology, or earth or space science.

CTE Program Retention Criteria Policy

It is a privilege for a student to be accepted into OHVA's CTE Program. It is the student's responsibility to maintain good standing in the CTE Program. The criteria required in order to remain in OHVA's CTE Program include:

- *Meeting all pathway expectations listed above*
- *Passage of sophomore/junior/senior level CTE program classes*
- *Placement on and completion of an "Action Plan" if at risk of failing CTE Program classes*
- *On target to graduate with passage of core subjects*
- *Appropriate attitude/behavior during classes and/or field trips/ internships/job shadowing*

*If a student violates any of the above criteria and wishes to continue with a CTE Program, the student will meet with a CTE administrator to discuss the requirements of a behavior contract to address the area of concern and determine requirements for remaining in the CTE Program. The student's parent, if not involved in the discussion with the CTE administrator, will be immediately notified of this decision.

For more information on OHVA's CTE Program, and to view the full CTE Program Policy, go to our [CTE Program web site](#) or contact your counselor.

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:

- *K12 courses take precedence over all courses*
- *Enrollment approved date*
- *Enrollment application date*

Diagnostic Assessments – AIMSweb+ (K-2 only) or MAP Growth Testing (3-11)

Students are required to complete AIMSweb+ (K-2 only) or MAP Growth testing (3rd – 11th) three times per school year; beginning of the year (BOY), middle of the year (MOY) and end of the year (EOY). The testing windows vary according to grade-bands. If your new student enrolls later, they will be tested within two weeks of their enrollment date. If your returning student misses their testing date, please immediately contact their teacher or an administrator for make-up testing.

For assessment results to be used as a resource to help students grow, we must do all we can to ensure that the data is an accurate representation of what the student can do at the time the test is taken.

This includes:

- Students will do their best.
- All tests will be taken on Live Class Connects, which may include the use of Webcams.
- Students will not receive help or look up answers.
- It typically takes 1 to 2 hours to complete the tests given.
- OHVA Staff will fully communicate all testing environment expectations, timeframes, results, and plans prior to and after the test is given.
- If calculators or formula sheets are needed for a specific question, it will appear within the program embedded in the question. Calculators **should only** be used if they are embedded in the question. [Calculators on MAP Growth tests](#)

When teachers, Learning Coaches, and test administrators consistently follow the same procedures before, during, and after testing, they help ensure test results are accurate representations of student achievement. **No assistance should be given to students as they answer questions, nor should they be allowed to view any material while taking the test.** NWEA cannot accurately assess what the student can and cannot do and track the student's level of achievement if outside help is provided.

Diversity & Inclusion Policy

OHVA and its staff are committed to deepening their understanding of its families and cultivating communication with them, regardless of race, ethnicity, gender, etc. It is critical that our organization functions with understanding and inclusivity not only for students and business, but for our communities too. Our success stems from our culture of belonging, collaboration, and excellence. We appreciate your continued support on this journey of meaningful work. We believe that academic virtue and character development are a byproduct of a learning experience which deliberately engages the different backgrounds, perspectives, and ideas of our community and world. We aim to build and reinforce an inclusive and equitable environment that challenges us to see beyond our own experiences while honoring the unique contribution of each person within our community. We believe that purposeful engagement with diversity provides each of our students with the collaborative skills necessary for success in the modern world. Our school is committed to building and fostering a diverse, equitable, and inclusive community of students, faculty, and family. When we speak of diversity, we mean that our classrooms have a committed understanding and acceptance of each student having a different, distinctive, and individual perspective and experience. OHVA does not tolerate discrimination in any form, including but not limited to the basis of race, ethnicity, nationality, religion, sexual orientation, gender identity, ability, or family composition in the administration of our classrooms, publications, admissions, financial aid, hiring, or any other school administered programs.

The following person(s) has been designated to handle inquiries, concerns, and praises regarding diversity and inclusion:

Diversity & Inclusion Analyst: Geonavin Hernandez

Email: gehernandez@ohva.org

Special Programs Director: Johna McClure

Email: jmclure@k12.com

Dress Code for Interaction on Web Cam

OHVA will not interfere with the right of students and their parents to make decisions regarding their appearance, except when their choices interfere with the educational program of OHVA. The Board authorizes the Head of School to establish a reasonable dress code to promote a safe and healthy school setting and enhance the educational environment. The Head of School is permitted to establish such dress code guidelines as are necessary to promote discipline, maintain order, secure the safety of students, and provide a healthy environment conducive to academic purposes. Such guidelines shall prohibit student dress code practices which:

- *Present a hazard to the health and safety of the student or to others in the school.*
- *Materially interfere with schoolwork, create disorder, or disrupt the educational program.*
- *Cause excessive wear or damage to school property.*
- *Prevent the student from, achieving their educational objectives.*

Clothing must be appropriate for a learning environment even when exhibited on a webcam. The following should not be worn:

- *Distracting clothing*
- *Revealing clothing*
- *Clothing with content relative to drugs, alcohol, or any other controlled substance*
- *Clothing with content relative to explicit language or inappropriate content, such weapons*
- *Gang attire*
- *Costume masks*
- *Head coverings (such as inappropriate hats and beanies) or sunglasses worn in a building during school hours; no bandanas (all colors), do-rags (all colors), hairnets, surgical/shower caps (Exceptions will be made for religious or medical reasons, or as otherwise stated by law).*

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. The student and their parents or guardians 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 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 used.

Student Notification: The student will be placed on notice of the violation by the Head of School or designee and 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.

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 student an opportunity to present their side of the story prior to taking disciplinary action.

Parental Assistance: A good faith effort shall be made by the Head of School or designee to employ parental 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.

Parental Notification:

By Telephone or Electronic Messaging – the Head of School or designee shall make a good faith effort to notify the parent by telephone or electronic message of the student’s misconduct and the proposed disciplinary action.

By Written Notice – Regardless of whether there has been communication with the student’s parent by telephone, the Head of School or designee shall, within twenty-four (24) hours of taking disciplinary action, send written notice to the parent describing the disciplinary action imposed and the reasons for taking such action.

Early Graduation/Early Graduation Procedures

Students desiring early graduation from Ohio Virtual Academy shall meet the following requirements:

- *Students must have a 3.0 or higher grade point average. Students must also meet the graduation requirements for Ohio Virtual Academy.*
- *Students must meet all total graduation requirements by the end of the first semester of their senior year (for a one-semester early exit) or by the end of the second semester of their junior year (for a one-year early exit).*

Students desiring early graduation are to observe the following procedures:

- *Apply 15 days before the start of the semester of planned exit by contacting the student's school counselor.*
- *Consult with a school counselor:*
 - *To ensure all requirements can be met by the early graduation date*
 - *To discuss graduation procedures, class rank procedures, regular vs. honors diploma and other considerations*
- *Submit required approval form for early graduation (available from school counselor) with both student and parent signature.*
- *Students that enroll in the school after the stated early graduation deadline must provide proof of a request to graduate early from the previous district.*
 - *Students, parents/guardians are responsible for obtaining proof from the previous district.*

The approval form will be evaluated by the early graduation committee consisting of school administration, school counselor, and a general education teacher to determine whether the request meets the criteria for early graduation. The request for early graduation will be presented by the administration to the OHVA Head of School or designee for approval. The student may take part in the graduation ceremony of their graduating class.

End of Course Exam Retakes

Students who do not meet competency or score below proficient on an exam are required to retake the exam after they have received remediation in that subject area. Students who have met competency and/or earned proficient or higher on an end of course exam are no longer required to retake exams.

Ohio Virtual Academy
English Learner Policies
& Procedures

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Purpose of English Learner Programs

Ohio Virtual Academy will increase English proficiency of English Learner (EL) and support these students in meeting academic achievement standards for grade promotion by providing high quality language instructional programs that are based on scientifically-based research and demonstrate the effectiveness of English proficiency and achievement in academic content area.

Federal Definition:

Means an individual—

- (A) who is age 3 through 21;
- (B) who is enrolled or preparing to enroll in an elementary school or secondary school;
- (C)
 - (i) who was not born in the United States or whose native language is a language other than English;
 - (ii) (I) who is a Native American or Alaska Native, or a native resident of the outlying areas; and (II) who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or
 - (iii) who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant; and
- (D) whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual—
 - (i) the ability to meet the State's proficient level of achievement on State assessments described in section 1111(b)(3);
 - (ii) the ability to successfully achieve in classrooms where the language of instruction is English; or
 - (iii) the opportunity to participate fully in society.

Common Acronyms

- English Learner (EL)
 - Limited English Proficient (LEP)
 - English Language Development (ELD)
- *All of these acronyms are used to describe a student who speaks a language(s) other than English and has been identified as needing additional language support*

Definitions:

The following words and terms, when used in this regulation shall have the following meaning unless the context clearly indicates otherwise:

“Bilingual Programs” Bilingual programs are programs that provide instruction using the student's native language and English across all subject areas or provide instruction in English across all subject areas with support in the native language.

“English Learner (EL) Programs” English Learner Programs are programs providing instruction in English across all subject areas. This program takes into account the student's level of English proficiency and builds on the language skills and academic subject knowledge the student has acquired in his or her native language. Students from various linguistic and cultural backgrounds can be in same the class.

Class instruction is adapted to the students' proficiency level and supplemented by gestures, visual aids and individualized supports.

“English Learners (ELs)” English Learners are students with limited English proficiency (also referred to as (LEP) Limited English Proficient Students). ELs are individuals who, by reason of foreign birth or ancestry, speak a language other than English, and either comprehend, speak, read or write little or no English, or who have been identified as English Learners by a valid English language proficiency assessment approved by the Department of Education for use statewide.

“English Language Development (ELD) or EL Pull-out” The goal is fluency in English

Students leave their mainstream classroom to spend part of the day receiving EL instruction, often focused on grammar, vocabulary, and communication skills, not academic content

There is typically no support for students' native languages.

“EL Push-In” The goal of this approach is fluency in English; students are served in a mainstream classroom, receiving instruction in English with some native language support if needed; and the EL teacher or an instructional aide provides clarification, translation if needed, using EL strategies.

Process

The English Learner Program Process includes eight strategic components:



A Language Usage Survey or the questions contained in the survey will be administered as part of the registration process for all registering students and will elicit from the student's parent, guardian or relative caregiver the student's first acquired language and the language(s) spoken in the student's home or by the student.

During the enrollment process all families will answer a series of questions in a digital document titled the Language Usage Survey (LUS) questions as a first and primary effort to collect required native/primary language information about students. They will complete the Language Usage Survey in the form of a DocuSign document as a required part of the enrollment process. Parents calling to enroll their child(ren) will hear options for language assistance in 9 languages with an option to choose a different language. Any positive responses to the LUS questions answered during enrollment will be routed to the EL Coordinator who will follow the Identification Process (see previous page).

Those students with positive responses to any of the LUS questions will be referred to the EL Coordinator who will then talk with the family to determine if services were previously received, current language needs of student, review prior school records, including any previous EL evaluations, program plans, etc. that could help the school determine next steps needed in the assessment and placement of the student. If deemed appropriate based on positive responses to the LUS questions, steps will be taken to screen and then assess the student to determine eligibility status and develop an appropriate English Learning Plan.

If an eligible student is not identified during the EL identification process or if the parent did not accurately report the child's native or home language, all teachers and administrators will receive training on how to complete the EL Referral Survey that is available online (**See Appendix C**). All parties asking these questions will be provided professional development on EL indicators and their obligation in routing positive responses to the appropriate ESL point of contact. The EL Coordinator will review each referral and investigate student and family need for language support services.

The LUS should be given once upon enrollment in a public school or when they move to a new state and enroll in school for the first time. If an LUS is completed and the original LUS is received from a previous school, the school should use the original LUS for all decisions regarding EL services.

- **Appendix C – EL Referral Procedure Email Template**
- **Appendix S - Professional Development for All Staff Educating and Supporting EL students**

Language Usage Survey Questions:

The Language Usage Survey (also referred to as a Home Language Survey) is a required compliance item on the online Parent Portal where parents register their children to attend OHVA. It must be completed before enrollment is approved.

Those questions are:

In what language(s) would your family prefer to communicate with the school? What language did your child learn first?

What language does your child use the most at home? What languages are used in your home?

In what country was your child born?

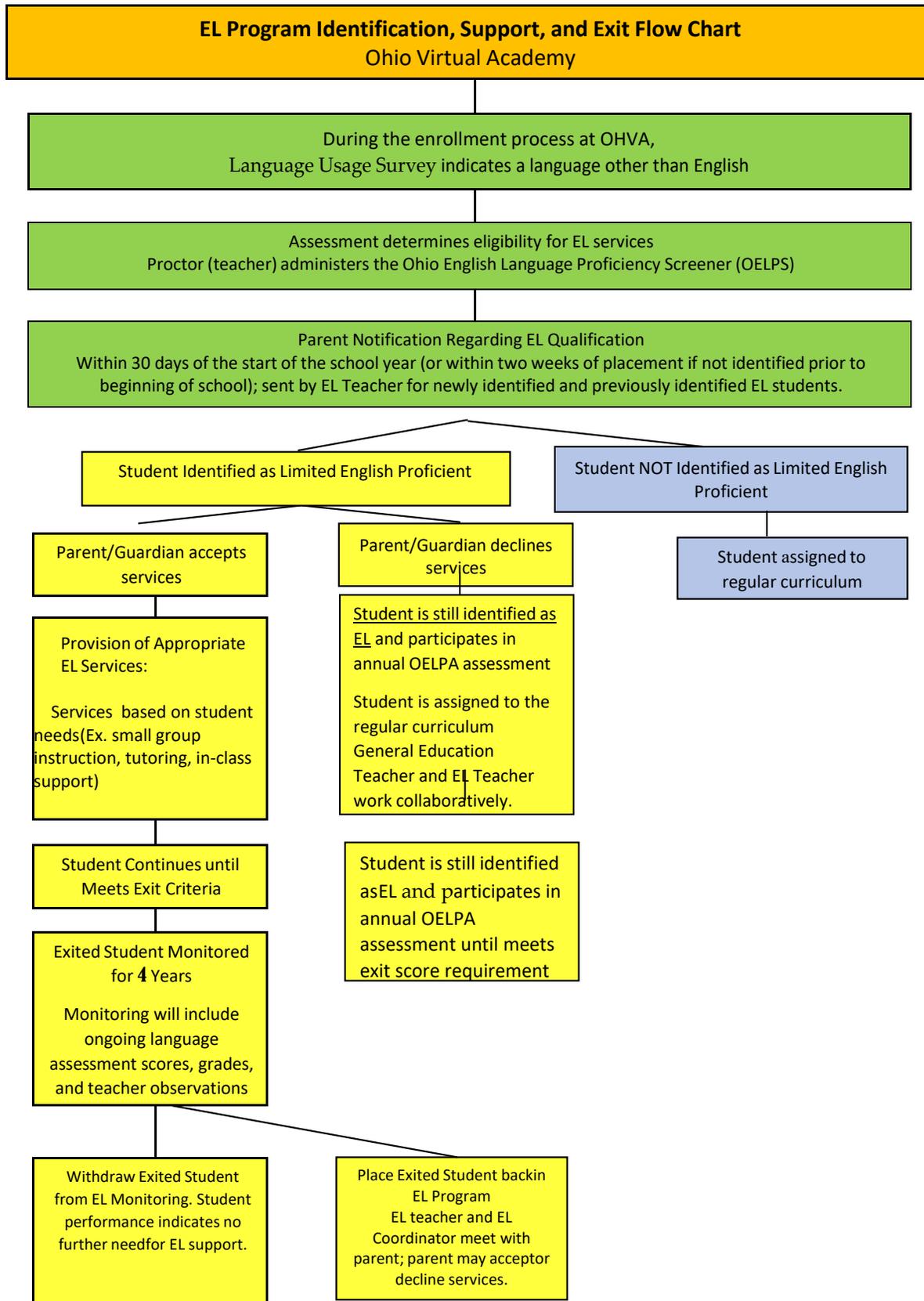
Has your child ever received formal education outside of the United States?

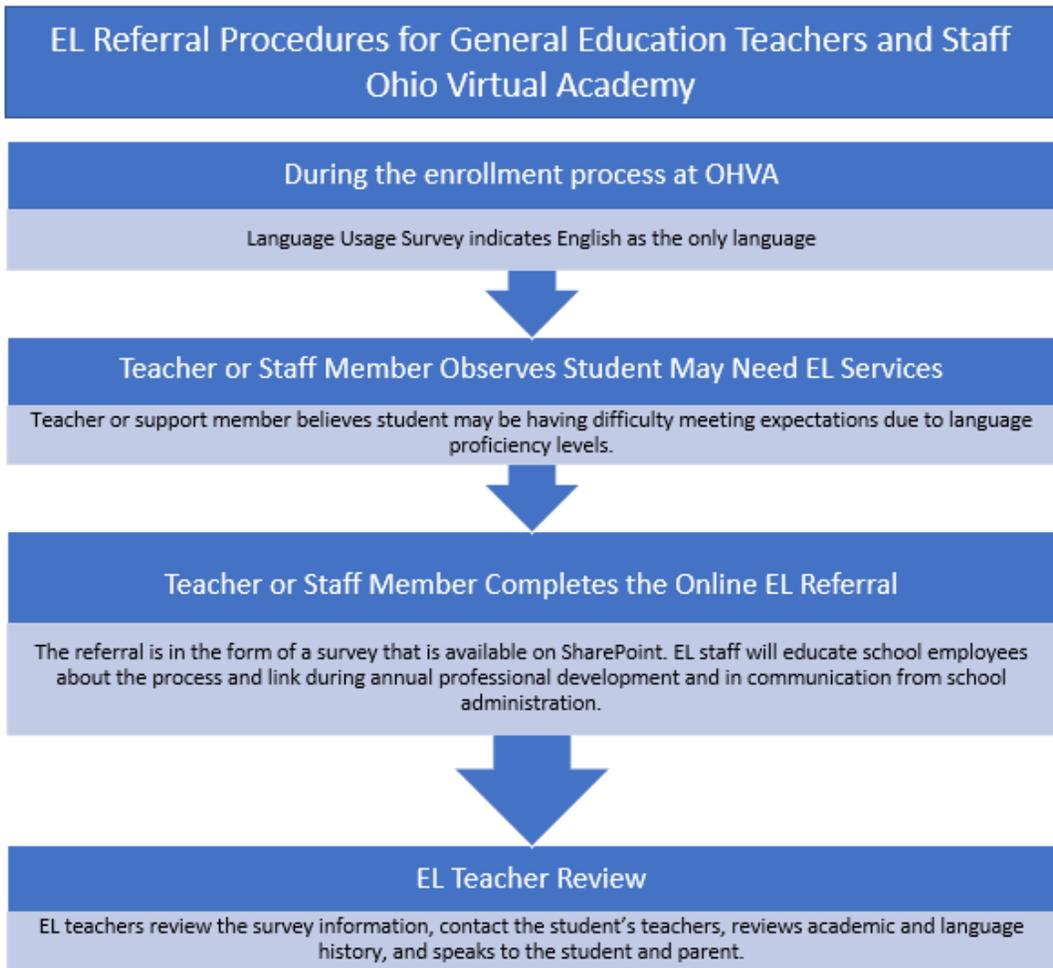
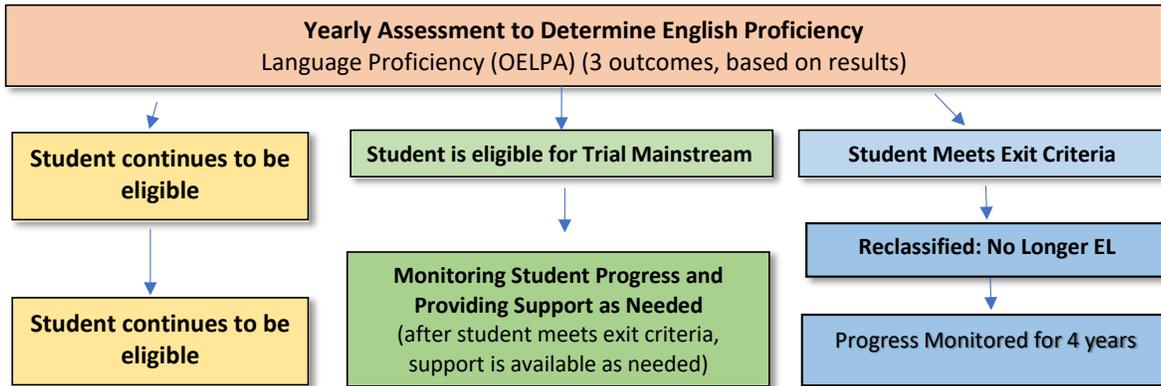
If yes, how many years/months?

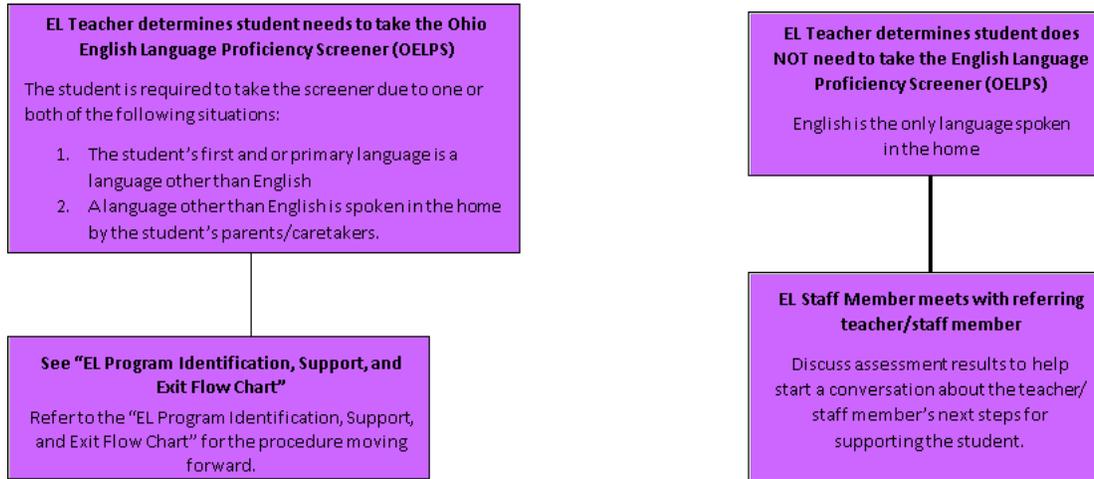
If yes, what was the language of instruction? Has your child attended school in the United States?

If yes, when did your child first attend a school in the United States?

If one or more responses to the questions above indicate a potential need for supports, the student will be assessed for services.







Program Entrance:

Based on a "yes" response to one of the LUS questions, if the student is a new enrollee in a public school and has not attended a public school within the United States previously, they should have the Ohio English Learners Proficiency Screener (OELPS) administered and the parents/guardians notified within 30 days of the student's first day of school.

For those students who have attended another public school within the United States, their LUS and EL records should immediately be requested from their last school of attendance. Once obtained and prior to the student's first [30] days at the school, equivalent services should be provided immediately. Additionally, the annual parent notification will be sent to the family.

The following steps should be adhered to:

1. Any student new enrollee in a public school and has not attended a public school within the United States previously for whom a language other than English is reported on the home language survey or on the registration form as the student's first acquired language or as a language used in the student's home or by the student shall be administered an English language proficiency screener. The screener shall be conducted as soon as practicable, but not later than twenty-five (25) school days after enrollment and shall be conducted by qualified personnel trained in the administration of the assessment instrument. Parents must be notified of results with ten (10) days of the administration of the English language proficiency assessment.
2. The English language proficiency assessment shall be based on the English Language Proficiency Standards for English Learners K to 12 and shall assess listening, speaking, reading and writing. The Ohio English Language Proficiency Screener shall be validated for this purpose and is approved by the Department of Education for use statewide.
3. Any student who achieves a score on the English language proficiency assessment that is lower than the eligibility cut off score in listening, speaking, reading and writing established by the Department of Education shall be identified as an EL and shall be entitled to a program of instruction for EL students.

Additionally, the decision to identify a student as an EL should be based on multiple measures including:

1. Ohio English Language Proficiency Screener
2. Work Sampling • Grades • Homework and teacher/parent input

Documenting EL Services

When a student begins service, a start date for EL and/or bilingual service should be entered on the student's individual record. If the student begins receiving service, but after parent notification (see below) is withdrawn from services, the start date should be indicated as parent withdrawn and the date the school received written parent notification. A start date for ELs receiving EL and/or bilingual services must be documented annually. Third, a start date is entered indicating when the student began to receive EL or bilingual services. The start date should be the first day upon which the student received instruction in an EL or bilingual program. It is not permissible to simply enter the first day of school if the student did not receive EL or bilingual services the first day of school.

➤ **Appendix D – Caseload Documentation Form**

Parent Notification of Services

The Parent Notification Letter is used to notify parents of students that have been identified as EL and their student's placement in a language instruction program. ***The parent notification letter is sent each year to all EL parents/guardians.*** The letter must be provided to the parent no later than 30 days from the student's first day of school.

The school will ensure that all communication to a parent or parents of a child identified for participation in a language instruction educational program for limited English proficient children shall be in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand.

➤ **Appendix S - Professional Development for All Staff Educating and Supporting EL students**

Parent Notification – EL Identification Letter

OHVA will notify parents of their child(ren)'s EL status using this letter provided by the Ohio Department of Education. This Parent Notification – EL Identification Letter is available in multiple languages.





➤ **Appendix A – Parent Notification Letter**

Services and Programs of Instruction for ELs

Programs of instruction for ELs shall include formal instruction in English language development; and instruction in academic subjects which is designed to provide ELs with access to the regular curriculum. In selecting a program(s), the school shall choose programs that are research based and that have been demonstrated to be effective in the education of ELs.

1. Programs shall be implemented consistent with the goal of prompt acquisition of full English proficiency. Programs shall include instruction in academic subjects which is equivalent in scope to the instruction that is provided to students who are not limited in English proficiency.
2. Instruction shall be delivered by individuals who meet Department of Education licensure and certification requirements and who are trained in the delivery of instruction to ELs.
3. The student’s parent, guardian or Relative Caregiver has a right to refuse placement of their child (ren) in either the Bilingual or the EL program and also has the right to withdraw an identified student from either program. Parents, guardians or Relative Caregivers of eligible students who refuse placement of their student in either program or withdraw students from either program shall do so in writing.

- **Appendix E- OHVA EL Program Design**
- **Appendix S - Professional Development for All Staff Educating and Supporting EL students**

Adequate and Comparable Physical Facilities, Online Access, & Peer Integration

When OHVA provides any instruction or services in a physical location, it will ensure that the facilities and locations in which it delivers EL instruction and services are both adequate to program needs and comparable in size and quality to the facilities and locations in which all students are educated. In addition, the Academy will ensure that its online learning provides access for EL students that is comparable to that provided to non-EL students.

OHVA will ensure that it does not separate EL student from their non-EL peers in the online context and in any face-to-face provision of instruction or services, except to the extent such separation is necessary to the stated goals of the EL program.

OHVA will ensure that EL students have the same opportunity as their non-EL peers to participate in special programs and activities.

English Learning Plans

Just as schools approach educating students with special needs, instruction of EL students should be specifically geared towards individual students and addressing their individual needs. English Learner Plans are utilized to identify additional supports and state approved accommodations they need to achieve academic and language growth and success.

English Learner Plans (ELP) Components:

- The ELP is created by the student’s English Learner teacher(s) in conjunction with the school’s EL Coordinator;
 - The ELP should be shared with the student to ensure the student understands to what they are entitled;
 - All LEP students must have an ELP;
 - Teachers and staff with educational contact must be given a copy of the ELP accommodations and strategies and are required to implement the ELP within their classroom on a daily basis;
 - Parents must receive a copy of the ELP indicating supports and services the student will be receiving. This should be sent in the same mailing with the parent Notification of Services.
- **Appendix B – English Learner Plan**
 - **Appendix S - Professional Development for All Staff Educating and Supporting EL students**

Progress Monitoring

Additionally, students receiving EL support will be monitored within the four domains in the fall, winter and spring of the school year through progress monitoring using a standardized benchmark assessment or frequent formative assessments. Benchmark assessments assist teachers in monitoring EL student’s progress towards state standards and allow them to adjust curriculum and interventions to target student learning and ensure student academic growth. This progress monitoring will be recorded and maintained in each student’s personal EL file as well as shared with the student’s respective families.

The Semester Progress Report documents semester progress monitoring on LEP student’s progress. The following are recommended items from Office of Civil Rights to include on the monitoring form:

- The individual responsible for monitoring
 - How often the student is monitored
 - Items that will be monitored (test scores, grades, state/local assessments, teacher feedback, etc.)
 - Method or criteria used to measure the student has been successful
- **Appendix G – Semester Progress Report**
 - **Appendix S - Professional Development for All Staff Educating and Supporting EL students**

Progress Monitoring Duty Descriptions

Progress Monitoring Duties of the EL Coordinator:

- Email EL teachers EL Attendance report weekly to monitor attendance.
- Email EL teachers Progress/Grade Trackers monthly.
- Weekly meetings with staff to determine needs of individual students, EL teachers, GE teachers and Advisors. Work to resolve these issues through methods including but not limited to teacher training, curriculum modification planning and parent meetings.
- Remind teachers to schedule benchmarks or curriculum-based assessments as applicable.

Progress Monitoring Duties of the EL Teacher:

- Create English Learner Plan containing initial assessment scores and any accommodations or modifications for each student.
- Hold ELP conferences with students' legal guardians, District Representatives, at least one GE teacher, intervention specialist as needed and the student if desired.
- Check EL Attendance report weekly for students whose attendance is concerning. Contact those students/families to offer support.
- Check Progress/Grade Trackers monthly and follow up on those whose progress is concerning. Contact the teachers of those students to get more information and reach out to the students/families to offer support.
- Support teacher and student needs in courses and in teaching targeted EL skills.
- Enter results of benchmark or curriculum-based assessments on Semester Progress Report.
- Send Progress Reports to the students' legal guardians and save them in the students' cumulative files.

Progress Monitoring Duties of the GE Teacher:

- Attend ELP conference and/or follow ELP requirements for accommodations and modifications
- Respond to student needs through strategies and intervention in courses
- Communicate with EL teachers about student progress and needs

Re-entry Criteria

When there is a question as to whether a student who has exited the EL program should be re-admitted, a Decision-Making Tool will be used by the EL team. This DMT will consider the following criteria:

- Most recent state test scores
- Most recent OHVA test scores (ex: MAP)
- EL screener scores (ex: LAS Links)
- Observational data from teachers and parents

State Assessment Accommodations

If a student receiving EL services needs accommodations to access their education at the same level as their same age and grade peers it must be noted on the ELP. Accommodations needed for state assessments must follow these guidelines:

- LEP students are eligible to receive accommodations on state assessments; however, in order to do so, the accommodation must be marked on the student's ELP.
- Only state-approved accommodations can be used with EL students on state assessments.
- Refer to the DOE website for an updated list of approved accommodations.

➤ **Appendix B - English Learner Plan**

English Language Proficiency Assessment

Every student identified as an EL will be administered an English language proficiency assessment annually. This assessment is called the OELPA and is administered in a window of February to March.

Any student who achieves a score on the annual English language proficiency assessment that is higher than the eligibility cut off score in listening, speaking, reading and writing established by the Department of Education shall be reviewed to determine if they should be transitioned to a fully English proficient student and placed in a regular classroom.

Appendix S - Professional Development for All Staff Educating and Supporting EL students Annual Program Evaluation

If the school is receiving **Title III funds** to provide services or programs for ELs, it shall prepare an annual evaluation of its program(s). This evaluation shall be part of the district's annual evaluation process under and in compliance with the Consolidated Application.

Ongoing assessment will determine continued EL identification and movement from level to level within the ESL program. ELs participate in statewide English language proficiency assessments, state assessments, and district achievement assessments as well as classroom assessments in English language development/ESL, reading, math, science and social studies.

➤ **Appendix I – EL Annual Program Evaluation**

Data and Information Required by the Department of Education

Ohio Virtual Academy shall enter such data and information concerning ELs as instructed by the Department of Education and as otherwise required annually. The EMIS coordinator uploads student information weekly up to once daily. Accommodations for state testing are uploaded when the TA manifest is up per ODE requirement.

➤ **Appendix S- Professional Development for All Staff Educating and Supporting EL students**

Exit Criteria and Reclassification

Ohio Virtual Academy will provide services to EL students until they are proficient enough in English to participate meaningfully in the regular education program. The school will determine whether or not a student requires EL service based on a variety of measures. If the combined evidence suggests that an EL no longer needs direct service and has achieved advance on the Annual Assessment, the student may be exited from direct EL service. Exit and Reclassification is based on the following criteria:

- Any student who achieves a score on the annual English language proficiency assessment that is higher than the eligibility cut off score in listening, speaking, reading and writing established by the Department of Education shall be identified to determine if they should be transitioned to a fully English proficient student and placed in a regular classroom.
- The student no longer needs English language development services or an ELP including but not limited to specific interventions based on the four domains (reading, writing, speaking and listening) based on multiple indicators including:
 1. OELPS (Ohio English Language Proficiency Screener, grades K and 1-12)
 2. OELPA (Ohio English Language Proficiency Assessment)
 3. Work Sampling • Grades • Homework and teacher/parent input
- The student now has full access to the mainstream curriculum with or without the use of universal tools (assistive technology) available to all students.
- The student will be *informally* monitored during their four years being reclassified to ensure they are keeping up with their mainstream peers through semester reviews of classroom, test and overall academic performance. This monitoring will be over a 4- year time-period and tracked through the state reporting system.

Annually, parents will be notified of the exit and reclassification criteria for EL students.

- **Appendix A - EL Identification Letter (includes exit criteria), including the link to access the letter in multiple languages**
- **Appendix J – EL Program Exit Letter**
- **Appendix D – Caseload Documentation Form**
- **Appendix K – EL Exited Student Information**
- **Appendix S - Professional Development for All Staff Educating and Supporting EL students**

Retention of EL Students

Retention of an LEP student should not be based solely upon their level of English language proficiency. Prior to considering retention of an LEP student, the following points will be addressed in an English Learning Plan (ELP) meeting comprised of the student’s teacher(s), EL staff member(s), administrator(s), and the student’s parents/guardians. Documentation and results of the ELP meeting must be kept in the student’s cumulative folder.

- The ELP committee should consider the length of time a student has been enrolled in the school corporation in order to determine whether retention is an appropriate choice.

- The student’s parent(s)/guardian(s) should be contacted when a student is not performing at grade level. All communication should be documented and in the parent(s)/guardian(s) native language. Documentation may include phone calls, progress reports, report cards, sample work, etc.
- Every LEP student is required to have an English Learning Plan (ELP) or localized form for documenting modifications and adaptations. Teachers are required to have copies of ELPs for any student that they have and all modifications and adaptations must be followed. It is important to ensure that the ELP has been fully implemented and documentation has been provided for any changes or updates made to the ELP. The ELP is a fluid document that should be re-visited and updated as new data becomes available but not less than once per school year.
- An LEP student should be receiving English language development services throughout the school day via a push-in, pull-out or an EL course specifically designed to support language development.
- There must be a collection of multiple data points showing that an LEP student is consistently failing to meet grade level expectations on screening and progress monitoring instruments. Retention decisions for LEP students should not be based on one specific piece of data.

➤ **Appendix L - FAQ**

Student EL Files

Ohio Virtual Academy maintains electronic cumulative files on each student. The following information needs to be included in the EL subfolder of the cumulative file or saved in OHVA’s electronic notes system for each student (such as TotalView).

- Language Usage Survey (retained for all students)
- Placement and Annual Assessment results
- Copy of the most recent ELP
- Progress monitoring assessment or documentation (monthly)
- Opt-out letter completed by parent, if applicable
- Copy of all parent letters or communication that are timed stamped with the date of mailing

Appendix S - Professional Development for All Staff Educating and Supporting EL students

Language Assistance Plan

The Language Assistance Plan at Ohio Virtual Academy includes policies, procedural guidance, and supporting documents to ensure appropriate and timely language assistance to national origin minority, Limited English Proficient parents/guardians (LEP parents) that ensures they are notified, in a language they understand, of school activities, including activities related to and associated with their role as learning

coaches, and other information and matters that are called to the attention of other parents. LEP parents may or may not have children who qualify for EL services; LEP parents must receive language assistance in a language they understand regardless of the EL eligibility of their child(ren) enrolled in Ohio Virtual Academy.

The Language Assistance Plan includes:

Notification of Language Assistance Services

Ohio Virtual Academy must notify LEP parents and all Academy staff of the availability of free language assistance services with respect to information about Academy programs and activities (e.g., on-line/digital and “in person” or telephone-based orientation sessions, parent-teacher conferences, meetings with OHVA staff, special education or other meetings about disability, learning coach activities, etc.). The notification(s) will include information about how to access the services and will identify an OHVA contact person (EL Lead Teacher) who can assist LEP parents in accessing interpreter services or translated documents.

The notification of Language Assistance Services is published in/on:

- the Academy’s website;
- the student and parent handbooks;
- all Academy-wide or school-based newsletters or other general communications;
- general contact information in advertisements or other contacts relating to enrollment/admissions.

➤ **Appendix M – Notification of Language Assistance Services**

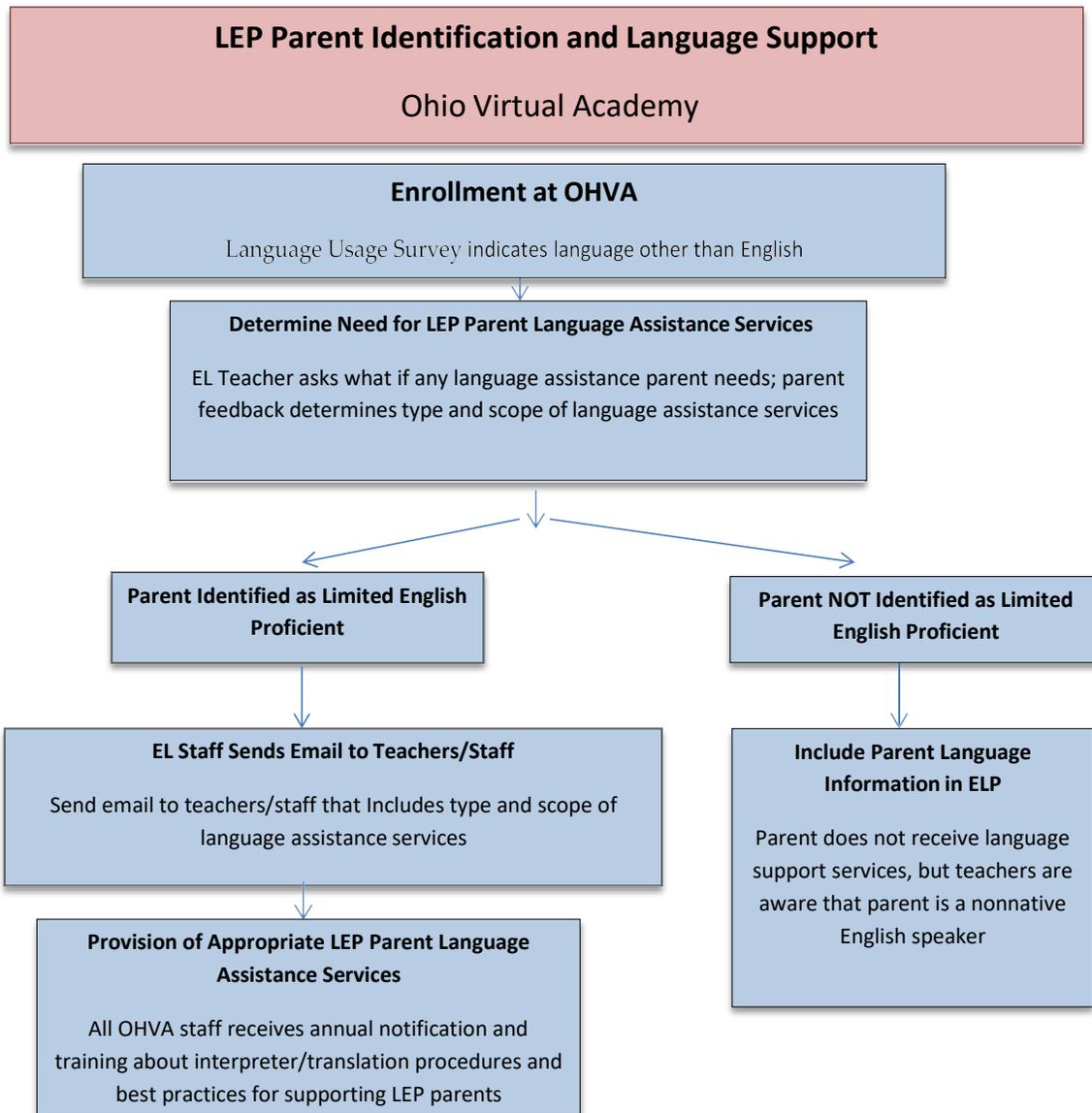
➤ **Appendix S - Professional Development for All Staff Educating and Supporting EL Students**

Identification of LEP Parents

Ohio Virtual Academy must identify LEP parents who may need language assistance through, at a minimum, Language Usage Surveys that ask parents, in a language they understand (in writing and/or verbally, as appropriate), if they need written translations or oral interpretation of communications and, if so, to specify the language(s) needed; through interaction between parents and staff; and taking into account that English Learner (EL) students, whom the Academy has an obligation to identify, may also have LEP parents.

A parent does not have to be of limited English proficiency in speaking, reading, writing, and comprehending English in order to be considered LEP; rather, a parent need be limited in only one of accept the parent’s assertion that he or she needs language assistance without requiring corroboration.

Appendix S - Professional Development for All Staff Educating and Supporting EL Students



LEP Parent Language Services Tracker

Ohio Virtual Academy maintains the LEP Parent Caseload and Services Log as the centralized and current list of LEP parents identified as needing language assistance services, as well as the type of language assistance services they need and a log of the language assistance services provided to them that includes date of service, type of service (e.g., translation or interpreter services for special education, disciplinary proceedings), and service provider (including name, position, and qualifications).

The EL Coordinator will maintain this list in the internal document storage system for this purpose, and will ensure that all relevant staff are aware of the location and purpose of the list. “Staff,” for the purposes of this Agreement, will include all relevant administrators, teachers, counselors, and support staff.

In addition, the EL Coordinator will email staff members who are likely to interact with an identified LEP parent to advise them of the parent’s potential need for language assistance, the circumstances under which they may need assistance (e.g., setting up hardware and software, explaining the Academy’s process, first and later contacts with teachers and other staff, parent-teacher conferences, contacts and documents related to learning coach activities, disciplinary actions, disciplinary hearings, contacts and documents related to Individualized Education Programs (IEP) developed under the Individuals with Disabilities Education Act of 2004 (IDEA) or plans developed under Section 504 of the Rehabilitation Act of 1973 (Section 504), hearings or documents relating to dis-enrollment), the type of language assistance they might need (e.g., translation services or interpreter services), and the means by which they may

timely obtain such assistance for the parent. OHVA staff must be educated on how to obtain, in a timely manner, appropriate, qualified translators or interpreters as needed.

- **Appendix N – LEP Parent Caseload and Services Log**
- **Appendix O– LEP Parent Language Assistance for Staff – Email Template**
- **Appendix S - Professional Development for All Staff Educating and Supporting EL Students**

Language Interpreters and Translators

Interpreters must be made aware of any specialized processes, terms, or concepts pertinent to OHVA’s program and be able to explain or interpret/translate the terms in the native language of the parents for whom they are providing services, including but not limited to, how to set up and deal with the Academy’s on-line provision of its program, interpreters at IEP meetings and Section 504 meetings and special education or disability-related terminology and concepts.

Translators must be made aware of the expected reading level of the audience and, where appropriate, have fundamental knowledge about the target language group’s vocabulary and phraseology. Staff who request a translation, usually the EL Lead Coordinator, will include relevant information on **the Interpreter Request form**. The process should require, as deemed appropriate and necessary, consultation with relevant community organizations to help determine whether a document is written at an appropriate level for the intended audience.

- **Appendix P – Interpreter Request form**
- **Appendix S - Professional Development for All Staff Educating and Supporting EL Student**

Annual Staff Notification of Interpreter/Translation Information

The EL Coordinator will provide OHVA staff with the Annual Staff Notification of Interpreter Information prior to the first day for students. This document includes information about the following:

1. Notice of Language Assistance Services for Parents
2. Accessing an interpreter
3. Requesting document translation
4. Utilizing free online translation
5. Tracking Language Assistance Services
6. Using family members/friends of LEP parents as interpreters/translators

➤ **Appendix Q - Annual Staff Notification of Interpreter/Translation Information – Email Template**

➤ **Appendix S - Professional Development for All Staff Educating and Supporting EL Students**

Translation of Vital Documents

The EL Coordinator will collaborate with the Family Support Coordinator and other administrative staff as necessary to identify vital written documents that need to be translated into the language of each frequently-encountered LEP parent group eligible to be served and/or likely to be affected by the Academy's program or activities, as well as other languages as necessary.

OHVA will follow the **LEP Parent Language Assistance Process** for determining language assistance need and will utilize the information in the **Annual Staff Notification of Interpreter/Translation Information (Appendix V)** to request the translation and/or interpretation of documents and communications that are specifically tailored to the online format of OHVA. These including, but are not limited to:

1. E-mail;
2. Class Connect Session,
3. 3. Online threaded academic discussions and other discussions involving the participation of learning coaches;
4. 4. web conferencing and chat room communications.

In determining which written documents are vital, the Academy will consider the importance of the program, information, encounter, or service involved and the consequence to the LEP parent and his/her children if the information in question is not provided accurately or in a timely manner.

At a minimum, the following vital written documents will be translated into the language of each frequently-encountered LEP parent group:

1. notices relating to matters of Academy procedures, such as how to access its on-line program and how to set up hardware, software, and an internet service provider to access the Academy's program;
2. notice of procedural safeguards in the context of providing children with disabilities with a free appropriate public education (FAPE) under Section 504 and IDEA;
3. documentation related to eligibility and placement decisions under Section 504 and IDEA;
4. disciplinary notices and procedures;
5. registration/enrollment forms, emergency notification forms, and other forms most commonly used by the district to communicate with parents;

6. report cards and student progress reports;
7. notices of parent-teacher conferences or meetings;
8. parent handbooks and fact sheets, if utilized by the Academy;
9. documentation regarding the availability of academic options and planning, including any gifted and talented programs, alternative language programs, tutoring, and counseling and guidance services;
10. screening procedures that request information from parents about the child's language background and the parents' preferred language for communication with the school.

Evaluation of the Language Assistance Plan

The EL Coordinator will meet with the Language Assistance Plan Evaluation Team to conduct the annual evaluation of the effectiveness of OHVA's Language Assistance Plan. The evaluation must be completed annually by July 1st.

The annual evaluation must include the following components:

- identification of the current LEP parent groups encountered by the Academy
- the frequency of encounters with LEP parents
- the nature and importance of activities involving LEP parents
- the availability of resources, including technological advances and sources of additional resources, and the costs imposed
- whether existing assistance is meeting the needs of LEP parents
- whether staff knows and understands the language assistance plan and how to implement it;
- whether identified sources for language assistance are timely available and viable
- a determination whether new documents, programs, services, and activities need to be made accessible for LEP parents and whether the Academy needs to provide notice of any changes in services to LEP parents and to Academy staff.

Appendix R – Annual Evaluation – Language Assistance Plan

Appendix A – Parent Notification

Translate this message: <https://translate.google.com>

Dear Parents/Guardians:

Our district is required to assess the English language proficiency of all students whose home or native language is other than English. Your child's English communication skills have been assessed because your child's home or native language is not English. We have used the Ohio English Language Proficiency Screener (OELPS) as required by the Ohio Department of Education.

In the attached Notification of Services document, you will see your student's results in the following domains: Listening, Speaking, Reading, and Writing. Your student will be offered services that will address their individual needs indicated in the results, and these services will be outlined in the attached document as well.

Please read and sign the attached form, indicating whether or not you accept the services offered, by **DATE**. You can sign it by printing the document, putting an X in the box regarding acceptance or refusal of services, and sign/date the document. Then, you can either scan or take a picture of the signed document and email it to me. Please contact me with any questions or concerns.

Additionally, please read the attached English Learner Plan (ELP) for |student.firstname|. The ELP focuses on your child's most recent OELPA/OELPS scores, goals of focus for English Learner (EL) classes, and classroom accommodations and modifications for assignments and assessments. In the coming days, I will contact you to set up a meeting in which we can discuss the ELP.

You have the right to ask questions and receive an explanation about the EL program and services included in this letter and the right to this information in a language you understand. The link to Google Translate is at the bottom of this message.

Sincerely,

[Insert Teacher Name and Signature]

The Ohio English Language Proficiency Standards can be found at:

<http://education.ohio.gov/Topics/Student-Supports/English-Learners/Teaching-English-Learners/Ohio-English-Language-Proficiency-ELP-Standards>

Appendix B: English Learner Plan

OHIO VIRTUAL ACADEMY, OH
English Learner Plan

Student: Alan Training
Student ID: training196



English Learner Plan
School Year

Student Information

Student	Alan Training	Grade Level	12	School	Training School
Student ID	training196	Home Language	English	Date of Birth	7/5/2002

English Language Proficiency Tests

Each LEP student takes an English Proficiency test when they enroll and each spring. Each student receives a proficiency level in each domain (listening, speaking, reading, and writing) based on their raw scores. Once the student achieves specific levels in all four domains, and meets additional district and state exit criteria, they will no longer be considered an LEP student and will not receive LEP services.

Test Name and Date	Results																																																																																	
ELPA21 Annual 5/24/2019	<table border="0"> <tr> <td style="text-align: center;">Overall</td> <td style="text-align: center;">Listening</td> <td style="text-align: center;">Speaking</td> <td style="text-align: center;">Reading</td> </tr> <tr> <td style="text-align: center;"> <table border="0"> <tr><td>1</td><td>2</td><td>3</td></tr> <tr><td>1</td><td></td><td></td></tr> <tr><td colspan="3" style="text-align: center;">(307)</td></tr> </table> </td> <td style="text-align: center;"> <table border="0"> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>1</td><td></td><td></td><td></td><td></td></tr> <tr><td colspan="5" style="text-align: center;">(384)</td></tr> </table> </td> <td style="text-align: center;"> <table border="0"> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>1</td><td></td><td></td><td></td><td></td></tr> <tr><td colspan="5" style="text-align: center;">(419)</td></tr> </table> </td> <td style="text-align: center;"> <table border="0"> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>1</td><td></td><td></td><td></td><td></td></tr> <tr><td colspan="5" style="text-align: center;">(378)</td></tr> </table> </td> </tr> <tr> <td></td> <td style="text-align: center;">Writing</td> </tr> <tr> <td></td> <td style="text-align: center;"> <table border="0"> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>1</td><td></td><td></td><td></td><td></td></tr> <tr><td colspan="5" style="text-align: center;">(368)</td></tr> </table> </td> </tr> </table>	Overall	Listening	Speaking	Reading	<table border="0"> <tr><td>1</td><td>2</td><td>3</td></tr> <tr><td>1</td><td></td><td></td></tr> <tr><td colspan="3" style="text-align: center;">(307)</td></tr> </table>	1	2	3	1			(307)			<table border="0"> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>1</td><td></td><td></td><td></td><td></td></tr> <tr><td colspan="5" style="text-align: center;">(384)</td></tr> </table>	1	2	3	4	5	1					(384)					<table border="0"> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>1</td><td></td><td></td><td></td><td></td></tr> <tr><td colspan="5" style="text-align: center;">(419)</td></tr> </table>	1	2	3	4	5	1					(419)					<table border="0"> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>1</td><td></td><td></td><td></td><td></td></tr> <tr><td colspan="5" style="text-align: center;">(378)</td></tr> </table>	1	2	3	4	5	1					(378)						Writing		<table border="0"> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>1</td><td></td><td></td><td></td><td></td></tr> <tr><td colspan="5" style="text-align: center;">(368)</td></tr> </table>	1	2	3	4	5	1					(368)				
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Proficiency Level Descriptors

The ELPA21 Annual test results are ranked into the following categories:

Listening, Speaking, Reading, Writing

1	2	3	4	5
Beginning	Early Intermediate	Intermediate	Early Advanced	Advanced

Overall

1	2	3
Emerging	Progressing	Proficient

Descriptors

At this LEP student's level of English proficiency, you can expect that they will be able to:

Domain	Current Descriptors	Successive Descriptors
Listening	<p>1: Beginning Students at this level:</p> <ul style="list-style-type: none"> When listening, the student at Level 1 is working on: determining the meaning of frequently occurring words, simple phrases, and formulaic expressions in simple oral communications and presentations; listening 	<p>2: Early Intermediate Students at this level:</p> <ul style="list-style-type: none"> When listening, the student at Level 2 is working on: determining the meaning of frequently occurring words, phrases, and expressions in oral presentations; analyzing and critiquing oral arguments of others on familiar topics; identifying the main topic and

	to short conversations on familiar topics and responding to simple yes/no questions and some wh- questions.	retelling a key detail or supporting reason from oral communications; participating in short conversations.
Reading	1: Beginning Students at this level: <ul style="list-style-type: none"> When reading grade-appropriate text, the student at Level 1 is working on: recognizing the meaning of frequently occurring words, simple phrases, and formulaic expressions in literary and informational text; identifying the point an author makes; responding to yes/no and some wh- questions to demonstrate understanding of text; gathering information from provided sources and labeling collected information. 	2: Early Intermediate Students at this level: <ul style="list-style-type: none"> When reading grade-appropriate text, the student at Level 2 is working on: identifying the meanings of key vocabulary, frequently occurring words, phrases, and expressions in literary and informational text; recognizing the main idea/argument of a text and retelling a few key details; gathering information from provided sources and summarizing data and information.
	1: Beginning Students at this level: <ul style="list-style-type: none"> When speaking, the student at Level 1 is working on: communicating basic information about an event or topic using a narrow range of vocabulary and simple sentences; participating in short conversations; presenting information, and responding to simple questions and some wh-questions; expressing an opinion about a familiar topic. 	2: Early Intermediate Students at this level: <ul style="list-style-type: none"> When speaking, the student at Level 2 is working on: producing simple and compound sentences to present information and ideas; participating in short conversations about familiar topics and texts; recounting a short sequence of events; constructing a spoken claim supported by opinions, reasoning or evidence; introducing a topic, providing one or two facts about the topic, and a concluding statement.
Writing	1: Beginning Students at this level: <ul style="list-style-type: none"> When writing, the student at Level 1 is working on: communicating basic information about a topic using a narrow range of vocabulary and simple sentences; using basic language structures to communicate context-specific messages; participating in short written exchanges on familiar topics and texts. 	2: Early Intermediate Students at this level: <ul style="list-style-type: none"> When writing, the student at Level 2 is working on: writing clear and coherent simple and compound sentences using common linking words; constructing written claims with some organization, supported by a reason or evidence and a concluding statement; recounting a short sequence of events in order; providing one or two facts about a topic; writing one relevant question about a prompt.

LEP Services

No LEP Services available

Goals

Academic Period	Domain	Goal	Progress
2022/2023 - Year	Speaking, Writing	ELPA21.3.3 - Student moving to Level 3 Speak and write about grade-appropriate complex literary and informational texts and topics, deliver short oral presentations, compose written narratives, compose informational texts about familiar texts, topics, experiences, or events.	Met

Modifications

No Modifications available

Accommodations

No Accommodations available

Notes

No Notes available

Teacher Signature: _____ Date: _____ Phone Number: _____

Parent/Guardian Signature: _____ Date: _____ Phone Number: _____

Appendix C - EL Referral Procedure Email Template

OHVA Teachers

- [EL Referral Survey](#)

All families are required to complete a Home Language Survey when they enroll at OHVA. However, even if a student's survey answers indicate English as the only language, it is possible that the student was missed during the EL identification process or that the parent did not accurately report the child's native or home language.

Please complete the EL Referral Survey online ([EL Referral Survey](#)) if you have observed a student struggling with coursework and suspect the student's struggles are related to that student's English proficiency level. The EL Coordinator will review your referral and investigate the student's academic and language background. The EL Coordinator will contact you for more information as needed and to discuss the results of the review.

Survey questions:

1. Date of referral
2. Referring teacher's name
3. Student Name
4. Student ID
5. Do you suspect the student may need EL services?
6. If yes, please include specific reasons or observations for why you this student may qualify for EL services.
7. Do you suspect that the LC/LG may require interpreter/translation services?
8. If yes, please include specific reasons and specify who would need the services (ex: both parents, only mother, LC is comfortable in English but LG needs an interpreter).

Thank you,

EL Coordinator

Appendix D – Caseload Documentation Form

Form indicates student status in the program, including active, monitored, exited, trial mainstream, refused services, misidentified and withdrawn students.

Teacher	Status	Class	OHVAID	SSID	Last Name	First Name	Grade	Sex	IEP/ 504	ELP Done	NOS Done	PLAN?	OELPA/Screeener	Year	S	L	W	R	Native Language	Notes	Advisor? <small>(Lesley)</small>	EMIS? <small>(Lesley)</small>	

Appendix E – EL Program Design

OHVA will ensure programs of instruction for ELs will include formal instruction in English language development through a clearly defined EL program and instruction in inclusion, core content academic subjects to provide ELs with access to the regular curriculum. EL classes will be developed and provided as part of the student’s schedule for identified as acquisition Levels 1-4. For those students identified as Level 5, EL class time will be based on the student’s individual language needs. Students will be placed in small EL classes, based on grade, age and language acquisition need, as determined by the ELPA 21 assessments, plus classroom performance and progress monitoring data. OHVA will take proper precaution, in creating EL class schedules to ensure that EL classes do not interfere with each student’s Core Class Connect “live” class sessions. All EL students will attend math, science, social studies and other general education classes.

EL pull-out instruction will be delivered by highly qualified TESOL teachers who meet the Ohio of Department of Education licensure and certification requirements. EL push-in support may be delivered by 1) highly qualified TESOL teachers who meet the Ohio of Department of Education licensure and certification requirements or 2) Instructional Support teachers - highly qualified teacher whose functions include providing individualized support in the content areas.

OHVA Staff	Qualifications	Primary responsibilities
EL Coordinator	<ul style="list-style-type: none"> Current State of Ohio teaching license in TESOL Master’s degree in TESOL, Language Education or related field (preferred) 	<ul style="list-style-type: none"> Monitor and ensure compliance with state and federal requirements for serving EL students and their families Coordinate Professional Development for staff Support EL Team
EL Teacher	<ul style="list-style-type: none"> Current State of Ohio teaching license in TESOL (preferred) or endorsement OR able to secure credentials within 1 school year of accepting the position 	<ul style="list-style-type: none"> Meet with EL students in 1-1 and small group settings to teach targeted EL language acquisition integrated with course content material Support General Education teachers in modifying course content Teach grade 9-12 TESOL course(es) for ENG or FRL credit
General Education teacher	<ul style="list-style-type: none"> Current State of Ohio teaching license for GE subject(s)/ages taught; 	<ul style="list-style-type: none"> Present grade level content area information in a format modified/with accommodations to meet the language and academic needs of EL students in general education courses

Features of the EL Program:		
Grade Band	Class Descriptions	Resources include but are not limited to:
K	Beginning and Intermediate classes 30 minutes 4 days a week	<ul style="list-style-type: none"> • K12 ELA curriculum • BrainPOP ELL • Scholastic magazines • edHelper • ELLii • IXL • National Geographic EL curriculum • NewsELA • <i>Easy English News</i> newspaper
1-2	3 language levels (beginning, intermediate, advanced) per grade, 30 minutes 4 days a week	
3-5	3 levels of class per grade: <ul style="list-style-type: none"> • LEP levels 1-2 30 min, 4 days a week • LEP levels 3-4 30 minutes 3 days a week • LEP level 5—30 minutes once a week 	
6-12	<ul style="list-style-type: none"> • Individual lessons for students needing it • Intensive classes (LEP levels 1 and 2): 30 min plus Open Office, 1 hour, 4 days a week • LEP levels 3-5: 45 min, 3 days a week, plus several hours of Open Office weekly 	

**Students who are on an IEP or 504 plan must receive EL services. The EL Teacher and Intervention Specialist will collaborate to determine the most appropriate way to serve the student's language acquisition needs in conjunction with the student's other educational needs and goals included in the IEP or 504 plan. The ELP will reflect this collaboration in the stated plan for content, strategies, type(s) of instruction, and number/duration of weekly EL support sessions.*

Appendix F - EL Opt-Out Student Information

Refused Services. Must still take OELPA and be monitored.																						
Teacher	Status	Class	OHVAID	SSID	Last Name	First Name	Grade	Sex	IEP/504	ELP Done	NOS Done	PLAN?	OELPA/S creener	Year	S	L	W	R	Native Language	Notes	Advisor? (Lesley)	EMIS? (Lesley)

Appendix G: Semester Progress Report

OHIO VIRTUAL ACADEMY, OH
English Learner Progress Report
3/24/2023

Student: Alan Training
Student ID: training196



English Learner Progress Report
Semester

Student Information

Student	Alan Training	Student ID	training196	Grade Level	12
Date of Birth	7/5/2002	Home Language	English		

English Language Proficiency Tests

Each LEP student takes an English Proficiency test when they enroll and each spring. Each student receives a proficiency level in each domain (listening, speaking, reading, and writing) based on their raw scores. Once the student achieves specific levels in all four domains, and meets additional district and state exit criteria, they will no longer be considered an LEP student and will not receive LEP services.

Test Name and Date	Results			
ELPA21 Annual 5/24/2019	Overall	Listening	Speaking	Reading
	1 2 3 1 (387)	1 2 3 4 5 1 (384)	1 2 3 4 5 1 (419)	1 2 3 4 5 1 (378)
	Writing			
	1 2 3 4 5 1 (368)			
	<hr/>			
ELPA21 Annual 6/15/2018	Overall	Listening	Speaking	Reading
	1 2 3 1 (485)	1 2 3 4 5 2 (470)	1 2 3 4 5 2 (525)	1 2 3 4 5 1 (475)
	Writing			
	1 2 3 4 5 1 (471)			
	<hr/>			

Descriptors

At this LEP student's level of English proficiency, you can expect that they will be able to:

Domain	Current Descriptors	Successive Descriptors
Listening	<p>1: Beginning Students at this level:</p> <ul style="list-style-type: none"> When listening, the student at Level 1 is working on: determining the meaning of frequently occurring words, simple phrases, and formulaic expressions in simple oral communications and presentations; listening to short conversations on familiar topics and responding to simple yes/no questions and some wh- questions. 	<p>2: Early Intermediate Students at this level:</p> <ul style="list-style-type: none"> When listening, the student at Level 2 is working on: determining the meaning of frequently occurring words, phrases, and expressions in oral presentations; analyzing and critiquing oral arguments of others on familiar topics; identifying the main topic and

		retelling a key detail or supporting reason from oral communications; participating in short conversations.
Reading	1: Beginning Students at this level: <ul style="list-style-type: none"> When reading grade-appropriate text, the student at Level 1 is working on: recognizing the meaning of frequently occurring words, simple phrases, and formulaic expressions in literary and informational text; identifying the point an author makes; responding to yes/no and some wh- questions to demonstrate understanding of text; gathering information from provided sources and labeling collected information. 	2: Early Intermediate Students at this level: <ul style="list-style-type: none"> When reading grade-appropriate text, the student at Level 2 is working on: identifying the meanings of key vocabulary, frequently occurring words, phrases, and expressions in literary and informational text; recognizing the main idea/argument of a text and retelling a few key details; gathering information from provided sources and summarizing data and information.
	1: Beginning Students at this level: <ul style="list-style-type: none"> When speaking, the student at Level 1 is working on: communicating basic information about an event or topic using a narrow range of vocabulary and simple sentences; participating in short conversations; presenting information, and responding to simple questions and some wh-questions; expressing an opinion about a familiar topic. 	2: Early Intermediate Students at this level: <ul style="list-style-type: none"> When speaking, the student at Level 2 is working on: producing simple and compound sentences to present information and ideas; participating in short conversations about familiar topics and texts; recounting a short sequence of events; constructing a spoken claim supported by opinions, reasoning or evidence; introducing a topic, providing one or two facts about the topic, and a concluding statement.
Writing	1: Beginning Students at this level: <ul style="list-style-type: none"> When writing, the student at Level 1 is working on: communicating basic information about a topic using a narrow range of vocabulary and simple sentences; using basic language structures to communicate context-specific messages; participating in short written exchanges on familiar topics and texts. 	2: Early Intermediate Students at this level: <ul style="list-style-type: none"> When writing, the student at Level 2 is working on: writing clear and coherent simple and compound sentences using common linking words; constructing written claims with some organization, supported by a reason or evidence and a concluding statement; recounting a short sequence of events in order; providing one or two facts about a topic; writing one relevant question about a prompt.

LEP Services

No LEP Services available

Goals

Academic Period	Domain	Goal	Progress
2022/2023 - Year	Speaking, Writing	ELPA21.3.3 - Student moving to Level 3 Speak and write about grade-appropriate complex literary and informational texts and topics, deliver short oral presentations, compose written narratives, compose informational texts about familiar texts, topics, experiences, or events.	Met

Modifications

No Modifications available

Notes

No Notes available

Teacher Signature: _____ Date: _____ Phone Number: _____

Progress Monitoring Tool (each grade band has one)

[Print](#) | [Download PDF](#) | [Close](#)

Former ELL Monitoring Form (K-5)

Exited Student Monitoring • 3/24/2023
 Test ID #: _____
 Student: . . ;

Teacher Name		Due Date	
Teacher Subject		Submitted Date	

This student is a former English Language Learner (ELLs) who has exited the ELL program. All former ELLs are required to be "monitored" for two years after they exit the program. As this student's classroom teacher, your feedback is invaluable. Please answer the questions below to provide feedback on how this student is performing academically.

Student Information

First Name		Last Name		Student #	
Grade Level		School		Exited Monitoring Status	

Monitoring Questions

1. Academic Performance					
	Never	Seldom	Sometimes	Often	Always
Completes Homework					
Participates in Class					
Self Advocates for Support					
Participates in Group Work					
2. English Language Development Skills					
	Never	Seldom	Sometimes	Often	Always
Struggles with Oral Expression					
Struggles with Written Expression					
Struggles with Listening Comprehension					
Struggles with Reading Comprehension					

Recommendation

As a classroom teacher for this student, I have been able to monitor academic progress during the indicated period and have submitted these answers and comments. Based on my observations, I believe that this student is (check option below):

Select one	
<input type="checkbox"/>	Progressing - student is progressing as expected
<input type="checkbox"/>	Not Progressing - student needs additional support

Signatures

Subject _____ Date: _____

Appendix I – Annual Program Evaluation

Ohio Virtual Academy

English Learner Annual Program Overview Due July 1, ____

Ohio Virtual Academy will calculate its performance in the following three areas:

- The number and percentage of students making progress in learning English;
- The number and percentage of students who become fluent (competent) in English; and
- The number and percentage of students passing state assessment in English/language arts, mathematics, and rates of test participation.

School

Benchmark Assessment

Used: Program(s)

Implemented:

	Number total English Learner students	Number of English Learner that met task	Percent Making Growth
Growth on Annual State Assessment			
Fluent in English			
Pass State Assessment			
Test Participation			

Program Area(s) of Strength:

Program Area(s) of Growth:

Goal(s) and implementation plan for Improvement for the academic year (add additional pages as necessary):

Program Review Team

The EL Program Review Team will meet annually to review this document. The EL Coordinator will complete this document and notify team members of the meeting date and time. The EL Coordinator will review the information on the document with the team and will lead a discussion to determine the most effective manner for making prompt and appropriate changes.

Team Members

EL Coordinator

EL Teachers/Staff

Head of School (or Head of School Designee)

Family Services Coordinator

High School principal (1)

Elementary/Middle School (K-8) principal (1)

General Education teachers (2)

Appendix J – EL Program Exit Letter

This letter will be accompanied by an OELPA score report from the Ohio Department of Education.

OHIO VIRTUAL ACADEMY, OH
 Notification of English Language Program Exit
 3/24/2023

Student: Alan Training
 Student ID#: training196

Notification of English Language Program Exit

Student Information

Student	Alan Training	Grade Level	12	School	Training School
LEP Status:	LEP	Student ID#	training196		

Upon enrollment, a language other than English was noted on your child's Home Language Survey. According to state and federal law, our school district is required to assess the English language proficiency of your child in listening, speaking, reading, and writing. Based on the results of the ELPA21 Annual, a state-approved assessment for measuring English language proficiency, we are pleased to inform you that your child has demonstrated English language proficiency and is not eligible for services for English Language Learners. Below, please find results that have informed our decision, information about our language programs, and your rights as a parent.

English Language Proficiency Tests

Test Name & Date	Overall					Listening					Speaking					Reading					Writing				
ELPA21 Annual 5/24/2019	1	2	3			1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
	1 (387)					1 (384)					1 (419)					1 (378)					1 (368)				
ELPA21 Annual 6/15/2018	1	2	3			1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
	1 (485)					2 (470)					2 (525)					1 (475)					1 (471)				

Proficiency Level Descriptors

The ELPA21 Annual test results are ranked into the following categories

Listening, Speaking, Reading, Writing

1	2	3	4	5
Beginning	Early Intermediate	Intermediate	Early Advanced	Advanced

Overall	1	2	3
	Emerging	Progressing	Proficient

Additional factors used to determine your child's program exit

Students who exit the program are monitored for academic success for 4 years.

Parent/Guardian Signature: _____ Date: _____ Phone Number: _____

Teacher Signature: _____ Date: _____ Phone Number: _____

Appendix K – EL Exited and Monitored Student Information

Teacher	Status	Class	OHVAID	SSID	Last Name	First Name	Grade	Sex	IEP/504	ELP Done	NOS Done	PLAN?	OELPA/Screeners	Year	S	L	W	R	Native Language	Notes	Advisor? (Lesley)	EMIS? (Lesley)
	Monitored																					N/A
	Monitored																					N/A
	Monitored																					N/A
	Monitored																					N/A
	Monitored																					N/A
	Monitored																					N/A
	Monitored																					N/A
	Monitored																					N/A

Appendix L – Retention FAQ Sheet

Retention Guidelines for English Learner Students

The landmark court case *Lau v. Nichols* upheld Title VI policy stating: “There is not equality of treatment merely by providing students with the same facilities, textbooks, teachers, and curriculum; for students who do not understand English are effectively foreclosed from any meaningful education.” School corporations are required to take affirmative steps to rectify the language deficiency in order to open up their programs to LEP students (*OCR, “Identification of Discrimination and Denial of Services on the Basis of National Origin”, July 1970*). Therefore, retention of an EL student should not be based solely upon their level of English language proficiency.

Prior to considering retention of an EL student, the following points should be addressed in an English Learning Plan (ELP) meeting comprised of the student’s teacher(s), EL staff member(s), administrator(s), and the student’s parents/guardians. Documentation and results of the ELP meeting must be kept in the student’s cumulative folder.

1. Has the student’s level of English language proficiency been assessed?

Newly-enrolled students must be assessed for identification as EL using a state approved placement assessment within thirty (30) days of enrollment at the beginning of the school year or within two (2) weeks during the school year. All EL students must participate in the annual state English proficiency assessment.

2. How long has the student been enrolled in the school corporation?

The ELP committee should consider the length of time a student has been enrolled in the school corporation in order to determine whether retention is an appropriate choice.

3. Has the student’s parent(s)/guardian(s) been contacted if the student is not performing at grade level?

The student’s parent(s)/guardian(s) should be contacted when a student is not performing at grade level. All communication should be documented and in the parent(s)/guardian(s) native language. Documentation may include phone calls, progress reports, report cards, sample work, etc.

4. Has the English Learning Plan (ELP or another source to document classroom modifications and adaptations been implemented?

Every EL student is required to have an English Learning Plan (ELP) or localized form for documenting modifications and adaptations. Teachers are required to have copies of ILP's for any student that they have and all modifications and adaptations must be followed. It is important to ensure that the ELP has been fully implemented and documentation has been provided for any changes or updates made to the ILP. The ELP is a fluid document that should be re-visited and updated as new data becomes available but not less than once per school year.

5. How much individual English language development instruction is the student receiving throughout the school day?

An LEP student should be receiving English language development throughout the school day via a push-in, pull-out or an ESL course specifically designed to support language development.

6. Is there sufficient screening and progress monitoring data to show that the student is below grade level?

There must be a collection of multiple data points showing that an EL student is consistently failing to meet grade level expectations on screening and progress monitoring instruments. Retention decisions for EL students should not be based on one specific piece of data.

*If the above points have not occurred in a sufficient manner and have not been documented, retention is not appropriate. The decision to retain a student should be based on several pieces of criterion to determine if retention is appropriate.

Appendix M - Notification of Language Assistance Services

All parents and guardians of OHVA students may request free language translation services at any time. Parents and guardians may request information about Academy programs and activities in a language they can understand.

Please contact Lesley Demagall, EL Coordinator at 419-482-0948 x2137 or ldemagall@k12.com

Appendix N - LEP Parent Caseload and Services Log

Student Name	OHVA ID	Grade	LC NAME	phone #	Language Need	Date provided	Service Provider	Type	Cost

Appendix O - LEP Parent Language Assistance for Staff – Email Template

You are receiving this email because one of your students has a parent/guardian who has requested language assistance.

Step 1: Review the information in the chart below.

Step 2: Review the document “**Annual Staff Notification of Interpreter/Translator Information**” to learn:

1. how staff can access an interpreter, request translated documents, and use free translation tools (when/how)
2. where and how to log when language assistance services are provided to parents

Step 3: Contact the student's EL teacher if you have [questions](#).

Step 4: Communicate with the parent/guardian that you are aware of his/her language needs.

Thank you for supporting our OHVA families!

Hello teachers and staff:

You are receiving this message to make you aware that the Legal Guardian of your student noted below is in need of language assistance. It is possible that other family members listed in TV may need language assistance as well, and you can check by pulling the student up in TV and looking in the family tab.

Student First Name:

Student Last Name:

Student ID:

Legal Guardian First Name:

Legal Guardian Last Name:

Relationship to student:

Language:

The LG will need to have an oral interpreter (see above for language) when speaking with teachers/staff. Please use the interpreter service (directions on the next page) rather than asking the student or another adult to act as interpreter.

This family may need language assistance with educationally pertinent information including, but not limited to explaining/setting up technology, explaining OHVA processes and procedures (attendance, withdrawing, re-enrolling, etc.) and discussing student concerns/needs (grades, IEP/504, disciplinary actions, etc.).

You may use Google Translate for everyday email correspondence. If you include the Google Translate link in your email signature when you are sending the same message to everyone at once, that will be sufficient. However, when you are writing this Learning Coach in particular, please include English and the native language text in your email.

Important Note: When you send documents such as grade cards, progress reports, attendance warnings, etc., you need to include a written statement in English and in the native language explaining that the LC may request a meeting with the teacher and an interpreter to discuss the content and to ask questions.

Please do not rely on family members or friends to act as interpreters. In general, the use of family members and friends for the provision of language assistance is not acceptable. The use of such individuals may raise issues of confidentiality, privacy, or conflict of interest and that, in many circumstances, such persons are not competent to provide quality, accurate interpretations.

If you have any questions or concerns, please reach out to your student's EL Teacher listed in TotalView School.



How to Access a Telephonic Interpreter

ACCESSING TELEPHONIC INTERPRETERS

Complete the following steps to access a language interpreter through Access 2 Interpreters:

1. Use the conference hold feature if the patient is on the phone or proceed to step 2 if the patient is with you in person.
2. Dial: 1.888.869.7405
3. Please enter your Access Code: 80041796
4. Select desired language[®] – At the prompt, press one of the following:
 - 1 – Spanish
 - 6 – All Other Languages or Customer Service Associate (CSA)
5. Provide the Language in which you are requesting.
6. Supply other information required for your reporting:
 - Teacher/Staff Member Student Name Student ID
 - Call Reason
7. Proceed with your call, or advise the Interpreter or CSA that you need to connect to a third party at another location.
 - a. If a third party is required, provide the name(s) and telephone number(s) of the person(s) you would like added to the call.
 - b. Once call-outs have been made, continue with your call.

[®] If the LEP patient's language is unknown, show them the *Language Identification Card* and let them point to the language they speak. If the LEP patient's language is not listed on the *Language Identification Card*, or if they are on the phone with you, press 6 to request the assistance of our Customer Service Associates who are skilled in determining target languages.

Ohio Virtual Academy

New Access Code as of 8/29/2018

PH (614) 221-1414 EM info@access2interpreters.com WEB www.access2interpreters.com

Appendix P – Interpreter Request Form

Ohio Virtual Academy -Request for an Interpreter	
Session Details	
Date	
Time	
Location	
Duration:	
Client Description http://www.k12.com/ohva#VT6p_8mrG20	Ohio Virtual Academy (OHVA) is an online public school for students living in Ohio in grades K-12. Students complete all of their schooling in a virtual environment with their parents or other adult as their “Learning Coaches.”
Language	
Contact:	Program Contact: Lesley Demagall -Ohio Virtual Academy, EL Teacher Setting up the details - Will not be at the meeting. Work: 877-648-2512 x2137
Participants:	Student(s): Parent(s): OHVA Staff:

Appendix Q - Annual Staff Notification of Interpreter/Translation Information – Email Template

TO: All OHVA Staff	
SUBJECT: Annual Staff Notification of Interpreter/Translation Information	
Documents Used or Referred to during Session:	
This Annual Staff Notification of Interpreter/Translation Information document provides guidance on:	
Specialized Terms:	

1. Notice of Language Assistance Services for Parents
2. Accessing an interpreter
3. Requesting document translation
4. Utilizing free online translation
5. Tracking Language Assistance Services
6. Using family members/friends of LEP parents as interpreters/translators

Notice of Language Assistance Services for Parents

This statement is located on/in 1) the Academy’s website; 2) the student and parent handbooks; 3) all Academy-wide or school-based newsletters or other general communications; 4) general contact information in advertisements or other contacts relating to enrollment/admissions.

“All parents and guardians of OHVA students may request free language translation services at any time. Parents and guardians may request information about Academy programs and activities in a language they can understand.”

Accessing an Interpreter

Phone - Instantaneous Interpretation

OHVA uses Access 2 Interpreters for Instantaneous Telephone Interpretation. OHVA staff may direct dial to access immediate over the phone interpretation service that is offered in more than 180 languages. OHVA staff has been provided with a personalized direct access code that will connect you with an interpreter within 30 seconds. (See – “*Instantaneous Interpreter Telephone Instruction Sheet*”)

Phone – Scheduled Interpretation

Phone: (614) 899-6666 or Email: info@access2interpreters.com

Arranged Telephone Interpretation is an over the phone interpretation service that is requested at least 30 minutes before the time of the interpretation session. Staff should use this option if they know about a call ahead of time and know that the call will be longer than 15 minutes. Telephone Interpretation Services may be accessed through Access 2 Interpreters dispatch line 24 hours a day, 7 days a week, 365 days a year. Scheduled Telephone Interpretation Services may also be accessed via email from 7:00a.m. to 5:30p.m., Monday through Friday.

Onsite – Scheduled Interpretation

Scheduled Face-to-Face Sessions are defined as sessions that are requested 8 hours or more before the time of the appointment. OHVA uses interpreters for Onsite Interpreter requests based on the location of the onsite session. OHVA Staff can contact Lesley Demagall, EL Coordinator, at ldemagall@k12.com or ext. 2137.

Requesting Document Translation & Utilizing Free Online Translation Tools

OHVA staff can use free translation websites to translate short correspondences with parents; these are far from perfect and not available in all languages. If staff has a document that that needs to be translated, they can contact Lesley Demagall, EL Coordinator, at ldemagall@k12.com or x.2137.

Tracking Language Assistance Services

Ohio Virtual Academy maintains the **LEP Parent Caseload and Services Log** as the centralized and current list of LEP parents identified as needing language assistance services, as well as the type of language assistance services they need and a log of the language assistance services provided to them.

Every time OHVA staff provides or requests interpretation or translation services to communicate with parents, [they will input the information on the online Parent Language Assistance Services Tracking Survey](#).

Survey available here: **Parent Language Assistance Tracking Survey**

Online Survey Questions:

- Teacher/Staff Name
- Parent name
- Student name
- Student ID
- Date service provided
- Service provider – Company/Interpreter’s Name
- Service provider – Phone/Email
- Type of service provided

Using Family Members/Friends of LEP Parents as Interpreters/Translators

In general, the use of family members and friends for the provision of language assistance is not acceptable. The use of such individuals may raise issues of confidentiality, privacy, or conflict of interest and that, in many circumstances, such persons are not competent to provide quality, accurate interpretations.

In addition, staff are strongly cautioned not to rely on family members and friends to provide LEP parents meaningful access to important programs and activities and that, even when LEP parents have voluntarily chosen to provide their own interpreter or translator, OHVA may still need, depending upon the circumstances of the encounter, to provide its own interpreter or translator to ensure accurate interpretation or translation of critical information. This is especially true for, but not limited to, situations where the competency of the LEP parents’ chosen interpreter is not established and/or when identified LEP parents do not request translation but a translator is deemed necessary to convey information.

Additionally, the use of minor children raises particular concerns about competency, quality, and accuracy of interpretations and that it is never advisable to use such children to convey information about their own education and/or complex information.

Appendix R - Annual Evaluation – Language Assistance Plan

Ohio Virtual Academy

Language Assistance Plan Annual Program Overview

Due July 1, ___

SY 20__/- LEP parent groups encountered by Ohio Virtual Academy:

Frequency of encounters with LEP parents

Nature and importance of activities involving LEP parents

Availability of resources, including technological advances and other resources, and the costs imposed

Timeliness, Availability, and Viability of identified sources for language assistance

Staff understanding of the Language Assistance Plan and knowledge of how to implement it

Is the existing Language Assistance Plan meeting the needs of LEP parents?

What, if any, new documents, programs, services, and activities need to be made accessible for LEP parents?

Does the Academy need to provide notice of any changes in services to LEP Parents and to Academy Staff?

Language Assistance Program Review Team

The Language Assistance Plan Review Team will meet annually to review this document. The EL Lead Teacher will notify team members of the meeting date and time as well. In addition, the EL Lead Teacher will provide this evaluation form as well as data from the LEP Parent Caseload and Services Log prior to the meeting. The EL Lead Teacher will review the information on the document with the team and will lead a discussion to determine program effectiveness. The team will determine what, if any, modifications need to be made to the current program, how and when these changes will be implemented and communicated, and who is responsible for each change.

Team Members

EL Coordinator

EL Teachers/Staff

Head of School (or Head of School Designee)

Family Services Coordinator

High School principal (1)

Elementary/Middle School (K-8) principal (1)

General Education teachers (2)

Appendix S - Professional Development for All Staff Educating and Supporting EL Students

Ohio Virtual Academy will provide ongoing Professional Development opportunities to EL Program staff and non-EL program staff to ensure that general and special education teachers as well as other OHVA staff are sufficiently trained to provide EL students the EL services necessary to meet their needs.

Each year, the EL team will provide a training overview of the EL program and the needs of EL students and their families. This includes:

- Overview of requirements of and tools for compliance regarding EL students and/or LEP parents
- New Student EL Identification and Placement procedures and deadlines
- State Reporting and the Ohio English Language Proficiency Assessment (OELPA)
- Monitoring
- Transition Services

- Referral Process
- Differentiation
- Sociocultural and Linguistic considerations

Additionally, Ohio Virtual Academy is committed to training staff at minimum three times a year on diversity and inclusion. This training will include the impact of ethnic and cultural differences on effective communication and the importance of cultural sensitivity in communicating with LEP parents.

Enrollment & Student Records

Before a student can be enrolled into the Ohio Virtual Academy, the legal guardian(s) must complete and return (electronically or hard copy) the following:

- Enrollment form/online enrollment
- Enrollment Verification Form
- Copy of birth certificate
- Pertinent court orders pertaining to guardianship (ORC 3313.672), if applicable
- Proof of residency, as listed in ORC 3314.11(E) annually – https://v2.k12.com/content/dam/mps-refresh/ohva/files/23-24_POR_Guidelines.pdf
- Release of school records form
- Family income form (preferred) annually
- Achievement tests or other standardized test scores
- Previous school's report card
- Transcript from previous school (for high school students)
- Custodial paperwork, if applicable
- Special Education documentation (ETR, IEP, 504) if applicable
- Emergency medical authorization form
- Learning Coach Authorization, if applicable

Students and legal guardians(s) must physically reside in the state of Ohio to be eligible for enrollment. OHVA reserves the right to reject Proof of Residency documentation that does not comply with OHVA policy, to request clarification if the documentation is unclear, and to request updated documentation if the School has reason to suspect the student does not live in Ohio. Parents must also review and agree to the Parent Compact during the enrollment/registration process. Students enrolling in kindergarten must be five (5) years old on or before September 30th of the school year in which they are enrolling. To be accepted for enrollment in Ohio Virtual Academy a student must also be willing to complete ALL Ohio graduation requirements by their 22nd birthday. Any students who turn twenty-two (22) years old prior to the first day of school of the school year in which they are applying are not eligible for enrollment (Ohio Revised Code 3321.01).

All students must comply with the requirements of Ohio's state immunization laws (ORC 3313.671). There are available exemptions to the required immunizations for medical reasons or reasons of conscience, including religious convictions. If you choose to have your student exempted from immunizations, you must complete an exemption form, which will be placed in your student's health record. A medical exemption must be signed by the student's physician. An exemption for reasons of conscience, including religious convictions, must be signed by a parent/guardian. If there are any questions about the required immunizations, or where to get them, call your public health nurse at the County or City Health Department. If the school does not receive documentation that the student has received the minimum number of immunizations, unless otherwise exempt, they shall be excluded, by state directive, from school on the fifteenth (15th) day after admission.

Upon enrollment approval, newly enrolling parents are provided with the essential information to help them prepare for the school year. This includes orientation information, social opportunities, ways to receive support and to engage in the OHVA community.

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 into contact with the eyes. Safety glasses shall remain in place until the activity is completed and the cleanup from the activity has been concluded.

F2F (Face-to-Face) Required Activities

State regulations require that students attending eSchools have face-to-face (F2F) contact with school representatives. OHVA requires that students have four F2F contacts during the school year, ideally one each quarter. Students will be able to interact in social activities and learning opportunities like OHVA Clubs, K12 Zones and a variety of face-to-face events offered during the school year. Participation in any in-person (F2F) event hosted by OHVA representatives/staff or OHVA Boosters qualifies to meet this requirement. Attending 4 OHVA club meetings online equates to 1 face-to-face activity.

Learning Coaches should register the student for school activities using the student's ID#. Attendance hours for school events should also be entered in the Online School. The OHVA Student Code of Conduct and positive behavior expectations apply to any school activity, whether in person or online.



For ease of reference, the online calendar divides the state into 6 regions, with a unique color for each region's activities. It is our experience that parents or Learning Coaches remain at the event site for the duration of face-to-face activity.

To locate OHVA Activities view the online calendar at www.localendar.com/public/ohva weekly for new additions throughout the school year.

It is our expectation that parents or Learning Coaches remain at the event site for the duration of the face-to-face activity.

Fees

Attendance at OHVA 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, paper, art supplies, and the cost of admission and transportation to and from OHVA sponsored events. Internet cost is the responsibility of the OHVA family. However, please refer to OHVA's ISP Policy described below that provides a supplement to internet cost.

OHVA Notification of Rights under FERPA

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("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 after the day the Ohio Virtual Academy receives a request for access.

Parents or eligible students who wish to inspect their child's or their education records should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements 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 the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask Ohio Virtual Academy to amend their child's or their education record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. 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 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 provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest must be set forth in the school's or school district's annual notification for FERPA rights. A school official typically includes a person employed by the school or school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer, contractor, or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the school discloses education records without consent to officials of another school or school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school or school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request or the disclosure is initiated by the parent or eligible student.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by

the [School] 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

See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(3) are met. (§ 99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf, if applicable requirements are met. (§§ 99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met. (§ 99.31(a)(6))

- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena if applicable requirements are met. (§ 99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10))
- Information the school has designated as “directory information” if applicable requirements under § 99.37 are met. (§ 99.31(a)(11))
- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student’s case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L))
- To the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions. (20 U.S.C. § 1232g(b)(1)(K))

To translate, visit: <https://translate.google.com/> **Need an Interpreter?** All parents and guardians of OHVA students may request free language translation services at any time. Contact the school directly at 877-648-2512 to request language assistance.

Flexible Credit Options

The majority of students will find a variety of courses to meet their needs. Ohio Virtual Academy offers a well-rounded curriculum with several different courses in English, Science, Mathematics, Social Studies, as well as several elective courses in a variety of disciplines. For students who would like to extend beyond what OHVA offers, there is the flexible credit option. Flexible credit allows students to earn course credit for graduation. Flexible credit may be earned in the following ways:

- *Testing out*
- *University courses not taken through the college credit plus program*
- *Online or distance learning courses*
- *Physical education*
- *Educational options*
- *Independent studies*

Students who do not find their learning plan in the above options will have to work closely with their assigned school counselor to develop a plan of study. All credits earned through the flexible credit option will receive a grade which will be calculated into the student's GPA and appear on their final transcript.

Students interested in pursuing flex credit will need to contact their assigned school counselor for the flex credit application. Students will need to fill out the application for flex credit and then submit the completed application to and work with their assigned counselor to develop a learning plan. Students and parents must attend a mandatory meeting with their assigned school counselor, principal, and a teacher of record. This must be completed prior to the student's flex credit experience.

Testing Out Flex Credit Option:

- *Students can only earn a Pass or Fail through the test out option*
- *Students must score above an 80% on test to earn a P*
- *Students will receive a failing grade on their transcripts for any grade of 79% or lower*
- *Students will need to take the full version of the course if they do not earn an 80% or above on the test-out test*
- *Students may earn credit for an Advanced Placement course under the test-out option by scoring a 3 or above on a college board advancement placement examination*
- *Students may earn course credit under the test-out option by scoring a 684 or above for English 10 and/or Algebra I Ohio End of Course State Test, and a 3 or above for Biology, US History, Geometry, and Government Ohio End of Course State Test, with prior administrative approval.*

Flexible credits may be sought during the regular school year only. Standard deadlines for the school year are as follows:

All applications for Flexible Credits for the upcoming school year must be submitted to the student's counselor by May 1st. Summer flexible credits are not available. Contact the student's counselor for the following school year due dates.

Foster Families

The Ohio Virtual Academy works closely with the Stride Enrollment Team to identify, immediately enroll, and educate students who are identified as foster students. Self-reported foster families are reviewed on a weekly basis from enrollment by the Foster Care Coordinator. Outreach is provided to families to obtain general information and assess any compliancy/documentation needs. Students are enrolled immediately and OHVA works in tandem with enrollment and the court system and/or Child Protective Services to secure documents as needed, both school and guardianship related. In addition, the Foster Care Coordinator offers ongoing training for staff in regards to the identification of foster students. For questions or more info, please contact Heidi Ragar, Foster Care Coordinator at hragar@K12.com

Grade Level Promotion/Retention

Each student shall move forward in a continuous pattern of achievement and growth in harmony with their own development. A child will be either promoted to the next grade level or retained in the current grade level based on content mastery demonstrated during the academic school year. For specific 3rd grade retention and/or promotion, refer to the [3rd Grade Reading Guarantee](#).

Per the Ohio Revised Code 3313.609, a student who has been truant for more than ten percent of the required attendance days of the current school year and has failed two or more of the required curriculum subject areas in the current grade shall not be promoted to the next grade level, unless the student's principal and the teachers of any failed subject areas agree that the student is academically prepared to be promoted to the next grade level.

Grade Placement K-8

The Ohio Department of Education and Workforce mandates students have access to grade-level curriculum or above. For practical purposes, students must be prepared to meet the expectations for grade-level testing as required by the State of Ohio. Our goal at OHVA is to place students as close to grade-level as possible in order to achieve maximum academic progress.

Grading Policy and Procedure

Students' grades will be determined based on how students perform on teacher-graded activities within each course. Teacher-graded activities will include some and/or all of 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 0.5 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 ability 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 and falling behind in the course objectives.

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.

Zeros entered in the gradebook are seen as a temporary grade. Students may make arrangements with their teacher to master the content and regain credit. Removing zeros is at the teacher's discretion.

Teacher late policies are provided within each teacher's course.

Teachers will make every attempt to return graded assignments in 3 workdays. Longer assignments may take up to one week in order 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:

- *3.5-3.74 Honors*
- *3.75-4.0 High Honors*

Honor Roll lists will be posted after 1st and 2nd semesters on the OHVA website

<https://ohva.k12.com/student-life/high-school/high-school-honor-roll/>

If you have concerns about your grade, please contact your teacher directly.

Medical Incompletes are to be approved by your grade-level 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

Weighted/Non-weighted Courses

Weighted courses will be given an additional one quality point added to each letter grade:

- *College Credit Plus courses are weighted (see CCP handbook section for specific course guidelines)*
- *Honors courses are not weighted*

Graduation Planning

A graduation plan will be developed and maintained for each student in grades 9-12. The graduation plan shall address the student's academic pathway to meet the curriculum requirements specified by OHVA and satisfy the graduation conditions, as appropriate, under Ohio law. The graduation plan shall be developed jointly by the student and a representative of the OHVA and shall be updated each school year in which the student is enrolled, until the student qualifies for a high school diploma. The student's parent, guardian, or custodian shall be invited to assist in developing and updating the graduation plan. A graduation plan developed pursuant to this policy shall supplement the OHVA policy on career advising. The individualized education program developed for a student pursuant to ORC 3323.08 may be used in lieu of developing a graduation plan if the individualized education program contains academic goals substantively similar to a graduation plan.

Procedures for Development of a Graduation Plan

All high school students and parents are invited to a grade level meeting during semester one, held by school counselors, to plan and develop a student's graduation plan.

- *During the grade level meeting, school counselors review graduation requirements and pathways for the cohort year grade level. The meeting will be recorded and shared with families who are unable to attend.*
- *Following this meeting, all students receive an email from their school counselor that includes a graduation plan developed for the student. Students will be encouraged to use this plan throughout their high school career. Students will also receive a blank graduation plan that they can use to develop a modified graduation plan to submit to their school counselor for review and approval.*
- *In addition, school counselors meet with all the 12th graders individually during the first semester of their senior year, to review graduation plans and graduation requirements.*
- *All students, parents, and Learning Coaches also have access to PowerSchool, where they can self-monitor credits and testing progress, including progress toward graduation requirements and meeting the graduation plan.*

Ohio Virtual Academy Community Service Seal



After completing the application, please save as a PDF and send to your school counselor via email.

Ohio Virtual Academy Community Service Seal

For the class of 2023 and beyond, OHVA has developed a Community Service Seal packet to meet the State High School Graduation Requirements. This Seal can meet one of the two required Readiness Seals for graduation.

This Seal provides you with an opportunity to provide meaningful community service. The Community Service experience should reflect your interests, talents, and abilities. This Seal provides you with the opportunity to grow personally and academically.

Community service may not be performed for a family member or a for-profit organization (the exception to this is that you may volunteer for a hospital or veterinary clinic).

The organizations listed below are non-profit organizations that typically welcome volunteers. You do not have to use one of these agencies for your community service project, this list is just to help you generate ideas for your project:

- *Libraries*
- *Political Organizations/Political campaigns*
- *Convalescent homes/hospices/hospitals*
- *Cultural centers/museums/historical sites/parks*
- *Humane Societies/animal shelters*
- *Special Olympics*
- *Schools*
- *Food banks*
- *Homeless Shelters/Women's Shelters*
- *Habitat for Humanity*
- *Religious Organizations (excluding attendance at personal enrichment activities)*
- *Civic Organizations*
- *Blood Donation (2 times)*

You cannot receive a salary or other money for the service you provide.

All approved organizations must have a point of contact to verify hours/duties performed.

If you are looking for a virtual community service opportunity, this site may help you find an option.

<https://teambuilding.com/blog/online-volunteering>

Before you begin logging hours, please verify your opportunity is listed as a non-profit organization at the following website: <https://charitableregistration.ohioattorneygeneral.gov/charities/Research-Charities.aspx>

Requirements for the Community Service Seal: Approve Experience, and Log Hours

- **PRIOR** to beginning a community service experience, you must complete and return the *Community Service Experience Organization Agreement Form* to your Counselor for review and approval to make sure that your proposed experience meets the appropriate guidelines. If the organization does not meet the guidelines of a non-profit organization, hours will not count.
- You are required to log 10 hours of Community Service. All 10 hours should be logged on the *Ohio Virtual Academy Community Service Activity Log*. For the *Blood Donation* option, students may earn the community service seal by donating blood two times. Students cannot be paid for the donation, and the student must provide the blood donation documentation.
- Return completed log sheets to your school counselor by May 1st of the current school year. Hours are cumulative and will count if additional school years are necessary to complete the 10 hour requirement.

Community Service Seal Organization Agreement Form

****This form must be returned to your school counselor for review and approval prior to starting your community service experience hours****

Student Name: _____

Student ID number: _____

Name of Organization: _____

Organization Address: _____

Name of Contact Person: _____

Title of Contact Person: _____

Phone Number of Contact Person: _____

Email for Contact Person: _____

Write a brief description of the community service activities you will perform.

Student Name (Print): _____

Signature: _____ Date: _____

Supervisor Name (Print): _____

Signature: _____ Date: _____

School Counselor Approval: _____

Signature: _____ Date: _____

Ohio Virtual Academy Community Service Activity Log

Directions:

1. Complete the information below. Be sure to print clearly or type.
2. You may add additional sheets to the table below if needed.
3. Request signatures of all persons when the log sheet is completed.
4. Return completed log sheets to your school counselor by May 1st of the current school year. Hours are cumulative and will count if additional school years are necessary to complete the ten hour requirement.
5. Please attach a letter from the agency to document your hours for this school year. The letter must be written on agency letterhead with contact information included.

Name: _____ Student ID#: _____

Agency/Program: _____

Name of Contact Person: _____ Phone #: _____

Date	Duties Performed	Time-In & Time-Out	Total Hours

Total community service hours reported on this log: _____

Student Signature: _____ Date: _____

Signature of Organization Contact: _____ Date: _____

Please attach a letter from the agency to document your hours. The letter must be written on agency letterhead

Ohio Virtual Academy

Fine Arts Seal



OHIO
VIRTUAL
ACADEMY

After completing the application, please save as a PDF and send to your school counselor via email.

Ohio Virtual Academy Fine Arts Seal

For the class of 2023 and beyond, OHVA has developed a Fine Arts Seal to meet the State High School Graduation Requirements. This Seal can meet one of the two required ReadinessSeals for graduation.

During high school (grades 9-12), a student must complete **one** of the following requirements (A or B) in order to be eligible to earn the Fine Arts Seal.

- A. The student must earn **two (2) credits** of Fine Art (which could include College Credit Plus or credit flexibility work).

OR

- B. The student must earn **one (1) credit** of Fine Art *AND* complete an **organized field study/experience** in the Fine or Performing Arts, which is **OUTSIDE** of, and not to include, projects completed for the high school coursework. This field study/ experience must be able to be documented by a portfolio of the experience (please see below for further guidance regarding the portfolio). The Fine Art field-study/experience must be supervised by a qualified advisor who is a ***non-family member***.

***Please note that the coursework for Fine Arts courses taken for credit CANNOT be used as part of the field-study/experience. ***

Your Fine Art field-study/experience must fall into one of the following categories:

1. Music
2. Visual Arts (includes drawing, painting, digital arts, photography, sculpture)
3. Theater
4. Dance

Field-Study/Experience Process:

- **It is *highly recommended*** that a student has their field-study/experience approved by their School Counselor ahead of time to determine that their choice meets the appropriate guidelines, as stated above. *If the activity does not meet the guidelines, the experience will not count.*
- *The following items need to be submitted to the student's School Counselor at the completion of the field-study/experience to be reviewed and approved. **If the portfolio is***

- ***not approved due to being INCOMPLETE, the School Counselor will provide feedback to the student and the student will be allowed to make the needed corrections and resubmit to the School Counselor within 2 weeks of the notification.***
 1. *Completed portfolio*
 2. *Fine and Performing Arts Seal form (attached below)*
- The field-study/experience may be completed anytime during 9th through 12th grades.
- See attached checklists for what to include in your portfolio.

*All transfer courses or hours accumulated at a previous school are subject to School Counselor review and may need Administrator approval.

Fine and Performing Arts Seal Field Experience Option



For this option, students must participate in and pass 1 credit of Fine Art courses AND submit documented participation in one (1) culminating production or concert with an outside fine arts organization.

Course/Production Name	School Year Taken/Participated

As a student of Ohio Virtual Academy, I _____ am verifying that I have taken
(Print student name)

and earned 1 Fine Art credit AND participated in 1 culminating productions/concerts with an outside organization. I am attaching documentation indicating my participation in a production, concert, or art show with an outside organization. **This form is being submitted BEFORE May 1st of my graduation year.**

Student Signature

Date

Parent Signature

Date

Ohio Virtual Academy Fine Arts Seal Checklist

Music

The following items must be included in your portfolio:

- Programs from concerts or recitals in which the student performed signed by teacher/director/supervisor.
- Brief video recording from each concert or recital in which the student performed. Please try to have the student visible in the recording. May submit a maximum of three recordings.

Visual Art (includes drawing, painting, digital arts, photography, sculpture)

The following items must be included in your portfolio:

- Three to four pictures of pieces of art created by student which are the best representation of the student's skill.
- One-page picture collage of the student working on their project signed by teacher/supervisor.
- If artwork is featured in an art show, please include a picture of it on display or program with name signed by art show organizer.

Theatre

The following items must be included in your portfolio:

- Programs from productions in which the student performed signed by teacher/director/supervisor
- Brief video recording from each production in which the student performed. Please try to have the student visible in the recording. May submit a maximum of three recordings.

Dance

The following items must be included in your portfolio:

- Programs from performances or recitals in which the student performed signed by teacher/director/supervisor
- Brief video recording from each performance or recital in which the student performed. Please try to have the student visible in the recording. May submit a maximum of three recordings.

Ohio Virtual Academy Student Engagement Seal



After completing the application, please save as a PDF and send to your school counselor via email.

Ohio Virtual Academy Student Engagement Seal

For the class of 2023 and beyond, OHVA has developed a Student Engagement Seal packet to meet the State High School Graduation Requirements. This Seal can meet one of the two required Diploma Seals for graduation.

This Seal can provide the student with the opportunity to participate in activities or sports that encourage student engagement. The activities should reflect the student's interests, talents, and/or abilities. During high school (grades 9-12), a student must complete the following requirements to be eligible to earn the Student Engagement Seal.

How to earn the Student Engagement Seal:

Participate in at least 2 extracurricular activities while in high school.

1. Two years (2 seasons) of participation in one club, sport, activity

OR

2. One year (1 season) of two different clubs, sports, activities

[*If you are involved in an activity that does not fall within the guidelines above, please reach out to your counselor for further consideration](#)

Activities listed below are examples of various student engagement opportunities that could meet requirements. You do not have to use these activities; they are just examples.

- *School-sanctioned sport*
- *Boy Scouts/Girl Scouts Participation*
- *Student Council-National Honor Society*
- *Active involvement in a school club*
- *4H Participation*
- *Club sports/private lessons such as Karate, gymnastics, competitive cheerleading, etc.*
- *Organized intramural sports through school or organizations such as the YMCA or community rec center*

*****All approved organizations must have a point of contact (non-family member) to verify engagement activity. The student engagement activity must be supervised by a coach or advisor that is a non-family member.**

Please complete the form on the next page and email it to your assigned school counselor for final approval.



OHIO VIRTUAL ACADEMY

Student Engagement Seal - Participation Verification Form

Student Name: _____ School Counselor Name: _____

Student ID: _____ Graduation Year: _____

*Remember, students must have completed the following while in high school:

1. **Two years** (2 seasons) of participation in **one** club, sport, activity

OR

2. **One year** (1 season) of **two different** clubs, sports, activities

[*If you are involved in an activity that does not fall within the guidelines above, please reach out to your counselor for further consideration](#)

Activity #1: _____ **1 Season** _____ **2 Seasons** _____

Supervisor Name: _____ Phone: _____

Supervisor Email: _____

****Activity 1 Supervisor Signature:** _____ **Date:** _____

Activity #2 (if applicable): _____ **3 Season** _____ **4 Seasons** _____

Supervisor Name: _____ Phone: _____

Supervisor Email: _____

****Activity 2 Supervisor Signature:** _____ **Date:** _____

Identifying Students at Risk of not Qualifying for a High School Diploma

High school administrators, with the assistance of school counselors, shall develop criteria for identifying students at risk of not qualifying for a high school diploma, which shall include a student's lack of adequate progress in meeting the terms of a graduation plan as well as other factors, such as if a student has issues regarding excessive absences. **Beginning after semester one of the 9th grade, students who are credit deficient will be identified as being at-risk for not qualifying for a high school diploma.**

In addition, students who are not on track with credits at the beginning of each school year are also identified as being at-risk for not qualifying for a high school diploma.

A student's lack of progress in meeting the terms of a graduation plan shall be a criterion for identifying at-risk students.

Notification Process

After a student is identified as being at-risk of not qualifying for a high school diploma, the following steps will be taken:

- *Students will be contacted by email at the beginning of each semester by their assigned school counselor*
- *During the fall semester, students identified as being at-risk are invited to an informational session to review the credit recovery program offered by Ohio Virtual Academy.*
- *During the spring semester, this information is again made available to all students identified as being at-risk through a recording that is shared in a second email. During these informational sessions, school counselors review graduation requirements and discuss how OHVA's credit recovery program can help students get back on track to meet graduation requirements and qualify for a high school diploma*
- *At the end of each school year, a separate written notification will be emailed to an at-risk student's parent, guardian, or custodian. This written notification shall include all of the following:*
 - *A statement that the student is at-risk of not qualifying for a high school diploma*
 - *A description of OHVA's curriculum requirements, or the student's individualized education program, and, as appropriate, the student's graduation pathway options; and*
 - *A description of any additional instructional or support services offered by OHVA and available to the at-risk student*

Ohio Virtual Academy assist at-risk students with additional instructional or support services to help meet graduation requirements, including the following:

- Mentoring/tutoring programs with Impact Academy
- End of Course competency scores and course credit
- Credit Recovery Program
- Mental Health services, including Crisis Support Team and Student Support Groups
- iSupport Tutors

- EL Support
- Learning Coach support sessions

Ohio Virtual Academy also assists students at-risk of dropping out of school with additional instructional or support services including the development of a Student Success Plan as further explained in the Career Advising Policy.

Internet Safety Policy

It is the policy of Ohio Virtual Academy to: (a) prevent 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 Virtual Academy 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, dissemination, of personal identification information regarding minors.

Education, Supervision, and Monitoring

It shall be the responsibility of all members of the Ohio Virtual Academy 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.

OHVA will provide additional recommended parental monitoring tools and recommends families contact their internet provider to block inappropriate websites and content on their local network

The standards and acceptable use of Internet services as set forth in the OHVA Internet Safety Policy student safety with regard to:

- *Safety on the Internet.*
- *Appropriate behavior while online, on social networking web sites, and in chat rooms; and*

- *Cyberbullying awareness and response.*

Internet Service Provider (ISP) Supplement

Consistent Internet access is a requirement for enrollment in the Ohio Virtual Academy. When Internet verification is provided by a student's parent, a portion of the costs associated with Internet access is provided by a supplement for students enrolled in our school each semester.

The Ohio Virtual Academy will provide a supplement to families of \$20 per month towards the partial costs associated with Internet access. The supplement period is from August through May.

Note: No family, regardless of the number of OHVA students, will receive more than \$20 per month.

Families must participate in the Online School, as well as have compliant, consistent attendance throughout the semester as described in the School Handbook, in order to qualify for ISP supplement.

Families must submit their internet bills online during the submission window provided each semester. Separate monthly bills should be submitted digitally online through the school website to qualify for each month's supplement amount. Instructions can be found on the website. If the bill is not submitted within the planned submission time, the family will not receive a supplement for that semester. The address on the billing statement must match the current mailing address on file for the student(s) or Learning Coach, in the event that the student does not reside with their Learning Coach. Only one check per address, family, and Learning Coach will be issued.

Supplement payments are mailed twice a year:

- Within 10 weeks after the last day of Semester 1
- Within 10 weeks after the last day of Semester 2
- Late enrollment will result in a pro-rated/partial supplement
- Students must be enrolled through the end of the semester in order to be eligible for a supplement for that semester.
- Checks will be issued to the current Learning Coach on file.

Please email any questions to ISPSupplement@ohva.org

K-2 Engagement Policy

At the kindergarten through second grade level, teachers will meet with students online through one-on-one conferences and daily Class Connect ensure that all students are making appropriate academic growth. This allows OHVA teachers to provide additional supports and interventions if necessary. If a student does not attend required daily Class Connect, and participate using a webcam and microphone, the student may be considered truant. Teachers utilize this time to make sure the online school progress continues to match the student's academic ability level throughout the school year. Teachers will use assessments, progress monitoring, observations, student conferences, and Class Connect exit tickets to determine all students' academic ability levels. It is important that the instruction at home is academically appropriate and matches the student's instructional level. If a student's progress marked on the online school does not match the student's instructional level, the student's online school lessons may be reset to place the student appropriately in the online school curriculum. Teachers may also request an additional face-to-face assessment and/or written work samples to place the student appropriately within the online school curriculum and Class Connect.

The online school daily plan should reflect daily activity focusing on completion of the core curriculum including math, phonics, and language arts components with a balance of both online and offline time completed during the regular school day hours between 8:00 AM and 4:00 PM.

Supplemental attendance may only be entered after attendance for core subject areas in math, phonics, and language arts have been completed for the day. School sanctioned face-to-face (F2F) or online events may be included in attendance.

Learning Coaches should keep a log of time spent and activity completed for tracking of supplemental time. At the Kindergarten and 1st grade level, it is also a time to learn routines, manners, health, and safety. In the brick-and-mortar school, a portion of each day is devoted to topics such as health, hygiene, rest, safety, fair play, manners, and school routines. At OHVA we want to encourage families to establish daily routines.

We realize that putting healthy habits and positive routines in place takes time. Time spent on these foundational skills counts as attendance. Kindergarten and 1st grade students can log one hour per day under health to cover these important areas. For additional guidance, contact your child's teacher.

Materials and Technology

All instructional materials, including computer equipment and related hardware, are the property of Ohio Virtual Academy. Before the enrollment and acceptance of a student in OHVA, the parent must return a signed “Enrollment Verification” form to the school which includes the agreement for the Use of Instructional Property. Families should handle OHVA property with care and ensure an accurate inventory of these materials is maintained in the home. A maximum of 2 hardware replacements due to family/student damage will be permitted in a given school year. Additional replacement requests will be reviewed on a case-by-case basis and may be issued at the expense of the family. At the end of the school year, or upon withdrawal of a student from OHVA, instructions will be provided for returning materials.

Families are responsible for maintaining the school-issued hardware for daily schooling needs. In the event of computer/tech or broken equipment issues, the parent should contact K12 Tech Support at 866-K12-CARE immediately. It is the parent’s responsibility to ensure the student continues to have daily access to the school learning platform.

McKinney-Vento Homeless Assistance Act – Statement of Policy

Title VII – B; Education for Homeless Children & Youth Program

Definition:

The Ohio Virtual Academy 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 setting; and*
- *Migratory children who qualify as homeless because they are living in circumstances described above.*

Responsibilities of Ohio Virtual Academy:

With regard to homeless children and youth designated under paragraph (1)(J)(ii) in the Federal McKinney-Vento Act, Ohio Virtual Academy 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 district liaison responsible for the coordination of services for such children – OHVA's homeless liaison is Heidi Ragar, hragar@k12.com
- Homeless students enrolled in Ohio Virtual Academy will have a 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.
- Parents or guardians 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.
- Parents and guardians 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 rights of homeless students will be disseminated appropriately on the OHVA website and provided to parents upon enrollment.

In meeting these responsibilities, Ohio Virtual Academy 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 others regarding the rights of homeless children and youth through staff and parent development and by the dissemination of materials.
- 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.
- Provide homeless children and youth with access to technology and proper materials to be successful in the adapted K12 curriculum.
- 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 Education Act of 1965, or similar state or local programs, educational programs for children with disabilities, and educational programs for students with limited English proficiency.
- Determine 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 Virtual Academy personnel and service providers on the effects of short-term stays in shelter and other challenges associated with homelessness.

McKinney-Vento Homeless Assistance Act: OHVA Enrollment Responsibilities and Enrollment Dispute Resolution

The Ohio Department of Education and Workforce is committed to facilitating the timely resolution of disputes regarding the educational placement of homeless children and youth. The process may address issues concerning enrollment, transfer of records, transportation, comparable services, guardianship, medical records, residency, school of origin/school of choice issues along with any related homeless education concerns.

Enrollment

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

Ohio Virtual Academy shall according to the youth's best interest:

- *Continue the child's education in the school of origin for the duration of homelessness.*

- *In any case in which a family becomes homeless between academic years or during an academic year or*
- *For the remainder of the academic year, if the child or youth becomes permanently housed during an academic year or*
- *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 Virtual Academy 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 parent or guardian.*
- *Provide a written explanation to the parent or guardian, including a statement regarding the right to appeal if OHVA sends the child or youth to a school other than the school of origin or a school requested by the parent or guardian.*
- *Refer unaccompanied youth to the homeless liaison designated by OHVA to provide assistance 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 district level rather than the school level.*
- *The dispute resolution process should be as informal and accessible as possible allowing for impartial and complete review.*
- *Parents, guardians, and unaccompanied youth should be able to initiate the resolution process directly at the school they choose, as well as the OHVA homeless liaison's office.*
- *Parents, guardians, 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 the 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:

- *OHVA shall provide the parent or guardian with a written explanation of the school's decision regarding school selection or enrollment.*
- *OHVA shall inform the parent or guardian in writing of their right to appeal the decision regarding the school selection or enrollment.*
- *Should the dispute continue, OHVA shall refer the parent or guardian to the local OHVA liaison who shall review the complaint and issue an opinion in writing to the parent or guardian.*
- *Should the dispute continue, the OHVA liaison shall assist the parties.*

- *Involved in presenting the situation to the Ohio Department of Education and Workforce, homeless education coordinator.*
- *The state homeless education coordinator shall recommend a decision for distribution to the parent, local superintendent, and OHVA 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)

Middle School Students Taking High School Classes

Middle school students may be considered to take high school level courses for credit in: Math and ELA.

Middle school students are not eligible for high school level courses in: Science, Social Studies, PE/Health, or Foreign Languages.

In order to take high school level courses, middle school students must have demonstrated an advanced ability in these areas. Approval will be based on past engagement and mastery of material, including any pre-requisite high school level courses.

Pre-Requisites include, but are not limited to:

- *English language arts*
 - *Student is on the 85th percentile or higher on the spring MAP test in ELA*
 - *Student is on track/ahead with the current middle school courses*
 - *Proficient AIR state test score if available*
 - *Demonstrates discipline and independence*
 - *Student logs in on their own and completes work as required without prompting on behalf of the teacher*
 - *Student attends CC's as required*
- *Math*
 - *Student is on the 85th percentile or higher on the spring MAP test in Math*
 - *Student is on track/ahead with the current middle school courses*
 - *Proficient AIR state test score if available*
 - *Demonstrates discipline and independence*
 - *Student logs in on their own and completes work as required without prompting on behalf of the teacher*
 - *Student attends CC's as required*

Final determination will be made by the middle school and/or the high school principal. Other electives are not approved for middle school students.

Students requesting high school courses will be required to attend a live or recorded orientation session as the expectations differ from middle school courses and submit an "I understand" document prior to enrolling in courses.

Transfer students will be placed in a matching course schedule but must provide a current report card or progress report and complete the orientation/I understand requirements listed above.

Mid-Year Course Advancements

Course level advancements within the K-1 OLS curriculum may be made during the school year. Grades 2-3 can be approved for advancement in the first semester of the school year. There will be no mid-year course advancements available in the 4-8 OLS curriculum. Course advancements are based on the student's overall academic progress within all courses in the online school and are subject to administrative approval. Portfolio samples and additional assessments will be the basis for administrative decisions to approve in-year promotions. Before mid-year course advancements occur, parents will be informed of the long-range impact on a student's course of study. Teachers will look to see how students performed on the unit and semester assessments before approving the next course. Students can work ahead and advance a course grade level but must begin that course work at the start of each respective school year. Guidelines:

- *Lessons are entered at an appropriate pace (1 lesson per day, or more based on a schedule utilizing blocking)*
- *Assessments are mastered on the first attempt (we know there may be some exceptions, but remediation is expected between assessments)*
- *Students working to start grade-level courses will be advanced at any time during the second semester.*

Pre-ordering courses for summer preview and preparation is not a basis for course advancements and will not be approved.

Migrant Families

The Ohio Virtual Academy works closely with the Stride Enrollment Team and the Ohio Department of Migration to identify, immediately enroll, and educate any students who are identified as part of a Migrant family. Student eligibility is determined by the ODM via a weekly list sent of families self-identifying as potential Migrant families. The ODM conducts phone and/or face to face interviews to determine eligibility. If eligibility is confirmed, ODM works directly with the Migrant Coordinator at OHVA to ensure students are immediately enrolled. In addition, the ODM assists with the acquisition and transfer of school records and other compliancy documents. Once enrolled, English language learners are connected with ELL teachers and serve as a critical connection to ensure educational continuity. The Migrant coordinator ensures the EMIS coordinator has an updated list of Migrant students for state reporting purposes. In addition, the Migrant Coordinator offers ongoing training for staff in regard to the identification of potential migrant families. For questions or more info, please contact Heidi Ragar, Migrant Education Coordinator at hragar@K12.com

Military Access to Students and Student Information

Unless a parent or legal guardian requests otherwise, federal law requires that all schools and colleges provide military recruiter's access to students. This access to students includes the release of names, addresses, and telephone numbers. The school will release information to military recruiters unless a student's school counselor receives a formal written request from the parent asking that their information be withheld. A form will be provided for this purpose upon request.

Military Families

The Ohio Virtual Academy works closely with the Stride Enrollment Team to identify, immediately enroll, and educate students who are identified as military connected students. Self-reported military families are reviewed on a weekly basis from enrollment by the Military Education Coordinator. Outreach is provided to families to obtain general information and assess any compliance/documentation needs. Students will be enrolled immediately, and OHVA works in tandem with enrollment and the Military Interstate Children's Compact Commission to secure documents as needed. In addition, the Military Education Coordinator offers ongoing training for staff in regards to the identification and service of military connected students. For questions or more info, please contact Heidi Ragar, Military Education Coordinator at hragar@K12.com

Missing Children

OHVA will provide resources and information to staff and families to be informed of issues related to missing children. Resources include:

- The National Center for Missing and Exploited Children www.missingkids.com
- Team Hope – The mission of Team HOPE is to assist families with missing, exploited, and recovered children by offering peer support including empowerment, emotional support, and coping skills from a trained volunteer who has had or still has a missing or exploited child. www.teamhope.org
- View additional information here - <https://www.ohioattorneygeneral.gov/Law-Enforcement/Local-Law-Enforcement/Ohio-Missing-Persons/Missing-Person-Resources/Missing-Persons-Resources>

Monitoring Email, Computer, Downloads to OHVA Computers, and other Material

OHVA reserves the right to review any material transmitted using OHVA instructional computing resources or posted to an OHVA instructional computing resource to determine the appropriateness of such material. OHVA may review this material at any time, with or without notice. Students and parents using OHVA instructional computing resources should have no expectation of privacy regarding all material found or transmitted on these resources. Email transmitted via OHVA instructional computing resources is not private and may be monitored.

National Honor Society (NHS) and National Junior Honor Society (NJHS) – National Honor Society Recognizes Students for Distinguished Service, Leadership

The National Honor Society is the nation’s premier organization established to recognize outstanding high school students. Since its inception in 1921, its mission has been to:

- *Create enthusiasm*
- *Stimulate a desire to render service*
- *Promote leadership*
- *Develop character in secondary school students*

OHVA is proud to be recognized by the National Honor Society (NHS) and National Junior Honor Society (NJHS) for having an outstanding high school and middle school.

OHVA launched a chapter of the NJHS for middle school in 2008, and currently has members working on service projects and peer tutoring for fellow middle school students in math and reading.

The OHVA NHS chapter began in 2010 and has junior and senior members. OHVA National Honor Society members maintain a 3.8 GPA or higher and have been approved by OHVA faculty members based on their grades and the National Honor Society application requirements. **New candidates who meet the 3.8 GPA requirement will receive an application in the mail in July.**

Each year, NHS members complete individual service projects, as well as face-to-face group service projects, and peer tutoring for fellow students in all subject areas.

The chapters’ combined efforts have resulted in:

- *Raising funds for those in need around the state*
- *Peer tutoring programs for middle school and high school students*
- *Collections for local food banks and humane societies*
- *Ongoing plans for new volunteer opportunities each year*

Membership in OHVA NHS

OHVA celebrates its annual NHS online induction ceremony in the fall and inducts students in NJHS in the spring of each year. New officers including, president, vice president, secretary, and treasurer are also named during the induction ceremonies.

Becoming a member of the OHVA NHS is an honor and is based on the criteria of scholarship, service, leadership, and character. Students must have a junior or senior status and have a cumulative GPA of 3.8 or higher at the end of their sophomore or junior year in order to receive an application in the mail.

Once a candidate is voted into the NHS, they must attend monthly meetings, maintain a GPA of 3.8 or higher, upload all school rules and complete a minimum of 25 service hours each semester, including two “face-to-face” group projects. **Face-to-face group service projects are encouraged but not required.*

Non-Graduate Notice

Students who will not be able to complete graduation requirements by the last day of school of their graduating year will be notified by their school counselor. The notification will be sent via email to the Learning Coach/student with an attached letter. This communication will be sent by the end of April each year. The notice will include the date, reason for not meeting graduation requirements, next steps for support/ academic planning, and the statement that “failure to graduate on time from high school could impact a student’s ability to be accepted into colleges/universities in the State of Ohio.”

Non-Discrimination Notice

Ohio Virtual Academy does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities, and provides equal access to all educational opportunities and designated school groups. Ohio Virtual Academy is committed to providing an environment that is free from all forms of discrimination, which includes sex discrimination, gender-based discrimination, and sexual violence, and providing equal employment opportunities as regulated by Title VII and Title IX, and to ensuring the accessibility of appropriate grievance.

The following person has been designated to handle inquiries regarding the non-discrimination policies:

Title IX Coordinator: Shana Van Grimbergen
1690 Woodlands Dr., Suite 100
Maumee, Ohio 43537
Email: svangrimbergen@k12.com
Phone: 419-482-0948 ext. 7293

Ohio Virtual Academy

Notice Regarding Directory Information (FERPA)

The Family Education Rights and Privacy Act (FERPA), a federal law, requires that the Ohio Virtual Academy, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's/your education records.

However, the District may disclose appropriately designed directory information without written consent, unless you advise the District to the contrary. Parents or eligible students have two weeks from the receipt of this notice to advise the District in writing, of any or all items which they refuse to permit as directory information about that student.

The primary purpose of directory information is to allow the District to include certain student information (see below) in school publications, such as the yearbook, honor roll and other recognition lists, graduation programs and extracurricular programs. Directory information can also be disclosed to outside organizations without the consent from the student, if eighteen years of age, or parent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks and companies selected by the District to provide academic assessments. In addition, two federal laws require the District to provide military recruiters, upon request, with names, addresses and telephone numbers of students; unless the student or parent has advised the District they do not want such information disclosed.

The District's Board of Trustees has designated the following categories of personally identifiable information contained in student records as *directory information* that may be released at the Board's discretion:

- Student's name
- Student's address
- Telephone number(s)
- Student's date and place of birth
- Student's achievement awards or honors
- Student's grade level
- Dates of attendance ("from and to" dates of enrollment)
- Date of graduation

The parent of any student under eighteen years of age or any student eighteen years of age or older may refuse to permit disclosure of any aforementioned information when selecting the option "*I DO NOT GIVE CONSENT for the release of directory information for any purpose.*" If selected, parents or eligible students will have the option for the student's pertinent information to be released if an organization provides the District with prior written consent signed by the parent or eligible student.

PLEASE READ CAREFULLY: By selecting *I DO NOT GIVE CONSENT*, you agree that the student's directory information will not be released in school publications such as the school newspaper, yearbook, honor roll and other recognition programs, graduation programs, and athletic or other

extracurricular programs. This also includes withholding of directory information to institutions of higher education, charitable institutions, employers, business and industry. The student's directory information will also not be released to a recruiting officer for any branch of the United States armed forces requesting such information.

OHVA Assumption Provision

OHVA assumed no responsibility for information obtained via the internet, which may be illegal, defamatory, inaccurate, or offensive. OHVA assumes no responsibility for any claims, losses, damages, costs, or other obligations arising from the use of instructional computing resources. OHVA also denies any responsibility for the accuracy or quality of the information obtained through user access. Any statement, accessible on the computer network or the Internet, is understood to be the author's individual point of view and not that of OHVA, its affiliates, or its employees. OHVA assumes no responsibility for damages to the user's computer system.

Nothing in this policy negates any obligation the student and parent have to use the instructional computing resources as required in the Use of Instructional Property Agreement ("Agreement") the parent or guardian signed as part of the student's enrollment packet. In the event that this code conflicts with the Agreement, the terms of the Agreement shall prevail.

OHVA Attendance, Engagement, and Truancy Policy

Ohio law requires attendance and engagement in school instructional activities for all students between the ages of 6 and 18. OHVA 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. Additionally, House Bill 409 defines/considers a student to be in attendance at school when the student either:

- *Participates in at least 90% of the hours of instructional activities offered by OHVA in that school year; or*
- *Is on pace for on-time completion for any course in which the student is enrolled.*

OHVA students may be subject to disenrollment from school should they fail to comply with either of the above definitions of HB 409 attendance and once OHVA has both:

- *Provided written notification of the student's absences; and*
- *Provided intervention strategies within this policy that fail to cause the student's attendance to comply.*

Instructional activities are defined as classroom-based or non-classroom-based activities that a student is expected to complete, participate in, or attend during any given school day. These include:

- *Online logins to curriculum or programs*
- *Offline activities*
- *Completed assignments within a particular program, curriculum, or class*
- *Testing*
- *Face-to-face communications or meetings with school staff or service providers*
- *Telephone or video conferences with school staff or service providers*
- *Other documented communications with school staff or service providers related to school or programs*

Attendance hours must meet the state requirements, or a student will be considered truant. OHVA recommends that parents or Learning Coaches log attendance hours on the OHVA OLS server regularly. Please be advised, students who do not attend school for 72 consecutive hours, without a valid excuse, will be considered truant and are required to be withdrawn from the Ohio Virtual Academy.

Re-Entry Policy

Students withdrawn according to the requirements of ORC 3314.261 are not eligible for re-entry until two (2) full academic years have passed from the time of the withdrawal from Ohio Virtual Academy, unless otherwise required by law.

Ohio Virtual Academy 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 instructional activities being completed, OHVA 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 the building” and are on pace for on-time completion by working within the curriculum, submitting assignments, attending live Class Connect sessions, viewing recordings, working with supplemental resources, and communicating with OHVA staff. Courses are designed to be interactive and require regular participation. A student’s extended periods of absence from school 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 advisors and act on their requests*
- *Failure to attend classes or actively participate while logged in*
- *Failure of courses/lack of progress in the curriculum*

In order for OHVA to demonstrate that a student is on pace for on-time completion of courses, a student’s progress must match the attendance recorded. There must be evidence of learning in order for OHVA to consider the attendance hours valid. If an OHVA teacher or advisor 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 and Workforce requires that OHVA offers at least 920 hours of learning opportunities to its students.. Not only is there a direct correlation between attendance and student achievement, OHVA’s operational funding is based on each student’s valid documentation of the required 920 hours of attendance for K-12th grade by the end of the year. Required hours of attendance will be prorated for late enrollees. Students should complete at least 920 attendance hours) by the last day of the school year, in order for the school to receive full state funding. K-5 students must also show completion of at least 90% of the expected percentage of the curriculum by the end of the year in order for achievement to match the attendance requirement.

If the student is going to be absent from school, the advisor must be contacted. One week prior to the absence is the general expectation for any foreseen absences (see examples below). If the reason for the absence falls outside of the “reasonable” situations set forth below, the advisor will consult with the principal to determine whether or not the absence will be excused. It is the student’s responsibility to make arrangements 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 considered to be “reasonable” excuses for not logging into 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*

Ohio Virtual Academy courses are available 24 hours a day and 7 days a 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 issues with assignment due dates, communicate with teachers and advisors regarding any planned vacations or illnesses that may be misinterpreted as truancy. Contact with the advisor or teachers 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 parent's behalf.

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 K12 technical support immediately at **1-866-626-6413** so qualified technicians can assist in resolving your problem. A student or parent must request the name of the technician and the ticket number and report them to the advisor or 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 their assigned courses or attending class connect sessions.

In order 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 OHVA student will be considered truant (absent without cause) if the parent or 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, at 30 consecutive hours, 38/42 missing hours in one month, or 65/72 missing hours per year. A written notification of truancy will be issued when the student meets the above-mentioned thresholds. Attendance hours may only be counted for actual learning time. Continued truancy of **72 consecutive missing hours will result in a withdrawal from OHVA** consistent with Ohio law. Prior to withdrawal, a truant student could be referred to the Absence Intervention Team (AIT). The AIT will develop an Absence Intervention Plan (AIP), which will incorporate academic and non-academic supports to help the student and remove barriers to regular attendance. As part of OHVA's absence intervention process, OHVA may require students to attend attendance counseling sessions, parents to attend parental involvement educational programs, notification to the Registrar of Motor Vehicles, and possibly filing of Complaint in Juvenile Court.

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

According to Ohio's House Bill (HB) 410 law, the following guidelines define truancy:

Term/Definition	Consecutive Hours	Hours per School Month	Hours per School Year
Habitual Truancy	30 without legitimate excuse	42 without legitimate excuse	72 without legitimate excuse
Excessive Absences	--	38 with or without legitimate excuse	65 with or without legitimate excuse

Parent Notification:

Using the guidelines above for habitual truancy, OHVA will:

- *Assign the student to the AIT within 10 days of the triggering absence.*
- *Make 3 attempts to notify the parent/Learning Coach regarding the truancy concern, and provide opportunity for the parent/Learning Coach to develop an AIP (Absence Intervention Plan) to remediate the truancy pattern and identify specific barriers and solutions to attendance issues.*
- *The AIP will be developed within 14 days of the student's assignment to the AIT, and a working copy will be provided to the student and Learning Coach.*
- *If the student does not make progress on the plan within 30 days or continues to be excessively absent or habitually truant, OHVA may file a complaint in the juvenile court.*
- *If a student does not make progress on the plan within 61 days, with the support of the AIT and any court resources, the student will be considered for truancy withdrawal by OHVA. Some withdrawals may be court mandated.*

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

OHVA Boosters

Booster Mission:

The OHVA Booster Program fosters parent and family engagement, partnering parent/Learning Coach volunteers with the school to promote leadership, school pride, outreach, and networking to support each family's success in Ohio Virtual Academy.

The OHVA Booster program is a volunteer parent organization dedicated to supporting students, families, and staff. Booster parents provide additional opportunities for families to connect, share experiences, and commit to building a better school community. They support OHVA families by hosting local F2F activities, promoting school spirit, and mentoring new families. The Booster leaders serve as the Parent Advisory Committee.

Visit <https://www.smores.com/zex3m-ohva-boosters> to learn more about how to become involved in Boosters.

OHVA's CTE Program Expectations of Class Attendance, Coursework Completion and CTSO Participation

The vision of the CTE Program at OHVA is to give hope by empowering students to be engaged, responsible, productive members of the community, providing them with the experience, readiness, and resources to remove barriers, close the skills gap, and make a positive impact in society. Two of the most important components of this vision are engagement and responsibility. To that end, each student that chooses to apply, and is accepted to a CTE Pathway at OHVA, must adhere to certain expectations that are stated below.

OHVA's CTE Program Pathway Expectations Students are expected to:

- *Commit to participating for the duration of the pathway (four-year long courses, no dropping mid-year)*
- *Attend ALL class connect sessions for their pathway courses*
- *Complete coursework for the pathway courses by the due date*
- *Take the WebXam pretest for each pathway course at the beginning of the year and the WebXam posttest for each pathway course at the end of the year*
- *Maintain passing grades in all pathway courses*
- *Participate in the Career Technical Student Organization for their program*
- *Participate in work-based learning activities that are tied to an approved learning agreement and recorded in the supported tracking platform (accumulation of a minimum of 250 hours is expected during program completion).*
- *Prepare for and take at least one-point value Industry Recognized Credential test within their program*
- *Create a resume (reviewed by someone within the Career Learning Program and revised as necessary)*
- *Obtain two letters of recommendation*
- *Create a Tallo profile to store documentation from CTE achievements (WBL, CTSO, IRC, Resume, Letters of Recommendation)*
- *Participate in quarterly conferences with school counselor*
- *Complete graduation/career plan and update annually*

The CTE Program Administration reserve the right to remove a student from the program for failure to meet the CTE Program requirements set forth by OHVA. These may include, but are not limited to:

- *Failure to attend more than three class connect sessions in a semester for pathway courses, without notifying the teacher of the absence PRIOR to the class, and watching the recording promptly after the absence*
- *Failure to complete coursework by the due date three times in a semester, without notifying the teacher that the work will be late PRIOR to the scheduled due date*
- *Failure to take a WebXam pretest or posttest*
- *Attending less than 75% of virtual CTSO meetings*

- *Failure to have an approved learning agreement in place by the end of year one in a program*
- *Failure to attempt at least one Industry Recognized Credential Test*

Ohio Virtual Academy Early Entrance to Kindergarten Admission Policy and K-2nd Grade Level Acceleration

A child who does not qualify for entrance to kindergarten using the September 30th birthdate cutoff date as provided in ORC 3321.01, may seek admission through the following process:

Parent requests admission.

The student is identified as turning five years old after September 30th but before January 1st of the current school year.

An OHVA Kindergarten teacher schedules an appointment with the legal guardian to complete an early entrance assessment via an online classroom with the student. The OHVA Early Entrance to Kindergarten Assessment includes the Kindergarten AIMSweb+ Benchmark Assessment, kindergarten sight words, and a writing sample to determine if the student scores in the accelerated range. At OHVA we look for students to meet the Winter AIMSweb+ target in the fall administration and to meet the Spring AIMSweb+ target in the winter administration. Additionally, observations are made by the teacher during the assessment to identify if the student is socially and emotionally ready for school as evidenced by staying on task and completing age-appropriate activities.

Following the assessment, the teacher has the option to review the scores with the parent prior to submission to administration. The teacher provides the scores to the principal. The teacher and principal review the scores as well as the observations made during the assessment to determine if the student is ready for kindergarten enrollment. The score cut off is pre-determined by the school. The legal guardian is then notified of the results and decision by the principal.

At OHVA we do not provide 1st grade Early Entrance Assessment. As a virtual environment, our OHVA Kindergarten – 2nd grade band can meet the needs of all students within their age-appropriate grade level through the acceleration of courses, differentiation of class instruction, and an Advanced Learner Program for all students who score in the accelerated range.

Also, at OHVA within the Kindergarten – 2nd grade band students are not permitted to skip a grade level since we can meet the academic needs of our students through the acceleration of courses in the area/s the student is excelling, differentiation of class instruction, and an Advanced Learner Program where students are challenged to work with their peers in a research and presentation learning model.

OHVA Graduation Requirements

OHVA follows the graduation requirements set forth by the Ohio Department of Education and Workforce. Use the following link to access a full list of graduation requirements, based on cohort year. <https://education.ohio.gov/Topics/Ohio-s-Graduation-Requirements>

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 physical education requirements. Students must take another course of at least 60 contact hours in its place.

- *Science units must include 1 unit of physical sciences, 1 unit of life sciences and 1 unit advanced study in one or more of the following sciences: chemistry, physics, or other physical science; advanced biology or other life science; astronomy, physical geology, or other earth or space science.*
- *For Classes of 2021 and beyond, social studies units must include ½ unit of Modern World Studies, ½ unit of American History, and ½ unit of American Government.*
- *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 studies courses not otherwise required.*

Students must receive instruction in [economics and financial literacy](#) (in high school) **and** complete at least two semesters of [fine arts](#) (during grades 7-12).

** Beginning with students who enter 9th grade after July 1, 2022, students will need ½ credit of financial literacy.*

***Fine arts may not be required for students in career-tech programs unless it is a component of local course requirements.*

OHVA Travel and Trips Policy

PURPOSE

The objectives of this policy are to: (1) establish requirements for student travel and trips to ensure the safety and well-being of students and chaperones; and (2) establish a uniform set of procedures that govern the travel approval process.

POLICY

I. Definitions

Chaperone: Chaperones are assigned to a trip by OHVA to assist with the supervision of student behavior and group activities. Chaperones may include certified teachers, educational support personnel, or parents or other volunteers. Chaperones must be at least 21 years old and clear the state required background check.

Educational trips: Educational trips are designed (1) to provide students with knowledge and experiences to supplement their curriculum or (2) to provide enrichment experiences. Educational trips that supplement the curriculum include, but are not limited to, visiting museums and zoos and going to theater productions, business/industry tours, cultural exhibits, and nature centers. Educational trips that provide enrichment experiences include, but are not limited to, trips outside the borders of the U.S. or trips that are part of an extracurricular activity. Educational trips fall into one of the following four categories which determine the applicable trip requirements:

Category 1 Trip Trips outside the borders of the U.S or its territories

Category 2 Trip Trips within the U.S. that may include an overnight stay

Category 3 Trip One-day field trips

Category 4 Trip Interscholastic competitions

Non-educational trips: Non-educational trips are trips that have little or no educational value. They include, but are not limited to, trips to amusement parks and/or recreational facilities.

School Trip Supervisor: A School Trip Supervisor is a certified teacher/staff designated by the Head of School to be the lead chaperone on a Category 1 or 2 trip and the point of contact for OHVA while on the trip.

II. General Requirements

- A. Educational Travel – All travel and trips must be approved by the OHVA Head of School or Designee.
- B. Permission Slips and Release Forms – OHVA must verify that there is a signed parent or guardian permission slip for each participating student and when applicable, a signed release form for each participating student and for each participating adult chaperone. The school must retain originals of each of the permission slips and release forms.

- C. Funds Disbursement –Funds, including deposits, must not be collected from students or disbursed by OHVA prior to Head of School approval.
- D. Contract Review - OHVA must follow the applicable Board Rules when entering into contracts.
- E. Scheduling -
 - 1. Scheduling Restrictions.
 - a. OHVA reserves the right to restrict certain dates for travel within the calendar.
 - 2. Scheduling Summer Trips - Trips may be scheduled during the summer.
- F. Supervision – All trips must have OHVA staff as chaperones.
- G. Right to Rescind – OHVA retains the right to rescind approval of trips when, in their judgment, circumstances may jeopardize the safety of students and chaperones.
- H. Student participants – Only enrolled students are eligible to participate in a student trip. Students are subject to the Student Code of Conduct while participating in a student trip. OHVA may refuse to allow a student from participating in any trip, consistent with the travel guidelines, so long as the student is not denied participation solely due to a disability. A student/parent may appeal the decision to deny a student’s participation to the Head of School, who shall make the final determination.

Accommodations shall also provide to transgender and gender non-binary students, as well as students questioning their gender identity, regardless of whether the student is consistently asserting at school. These accommodations should be assessed on a case-by-case basis and in a manner consistent with OHVA’s Diversity and Inclusion policy.
- I. Approval – Approval requirements and timelines are determined by the trip category and all trips must be approved before the date of travel and the disbursement of funds.
- J. Student rooming arrangements for OHVA travel will be set by OHVA staff prior to travel. Room accommodations are dependent on the specific trip and the room capacity set by the lodging location. All students/families will be provided details on rooming and accommodation options prior to the trip.

III. Supervision

- A. The principal must identify trip chaperones to accompany students in a ratio of one (1) adult to every ten (10) students, one of whom must be a certified teacher/staff employee.
- B. Trip supervision must be consistent in holding all participants to the policies within the OHVA Handbook and code of conduct.
- C. OHVA is responsible for verifying and complying with the chaperone requirements of the facility or event being visited. If the facility or event requires a smaller chaperone ratio than this policy requires, the principal must appoint additional chaperones.

IV. Costs and Fees

Parental Notice - OHVA is responsible for providing a written description of all costs of the trip to students and parents before accepting students for the trip.

V. Students with Disabilities

Students with disabilities must not be denied participation in a student trip solely based on their disability. These students may require additional staff and accommodations which must be provided in accordance with the student's Individualized Education Program or Section 504 Plan at no additional cost to the student or parent/guardian.

Parent and Family Engagement Policy

Part I: General Expectations: (In accordance with Ohio Revised Code ORC 3313.472)

Ohio Virtual Academy agrees to implement all of the following statutory requirements contained within the Elementary and Secondary Education Act (ESEA) which are applicable to it:

- *OHVA will put into operation programs, activities, and procedures for the involvement of parents consistent with Section 1118 of the ESEA. Those programs, activities, and procedures will be planned and operated with meaningful consultation with parents of participating children.*
- *Consistent with Section 1118, OHVA will work to ensure that the required parental involvement policies meet the requirements of Section 1118(b) of the ESEA, and each include, as a component, a school parent compact consistent with Section 1118(d) of the ESEA.*
- *In carrying out the Title I Part A parental involvement requirements, to the extent practicable, OHVA will provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, parents of migratory children, and foster care givers (ORC 313.472), including providing information and school reports required under Section 1111 of the ESEA in an understandable and uniform format and, including alternative formats upon request, and, to the extent practicable, in a language parents understand.*
- *If the local Education Agency (LEA) plan for Title I, Part A, developed under Section 1112 of the ESEA, is not satisfactory to the parents of participating children, OHVA will submit any parent comments with the plan when it submits the plan to the State Department of Education.*
- *OHVA will involve parents of children served in Title I, Part A, in decisions about how the 1 percent of Title I, Part A, funds reserved for parental involvement is spent, and will ensure that not less than 95 percent of the one percent reserved goes directly to the school.*

OHVA will be governed by the statutory definition of parental involvement as participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring:

- *That parents play an integral role in assisting their child's learning;*
- *That parents are encouraged to be actively involved in their child's education at school;*
- *That parents are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child;*
- *The carrying out of other activities, such as those described in Section 1118 of the ESEA.*

Part II: Description of how OHVA will implement the required parental and family engagement policy components.

Ohio Virtual Academy will take the following actions to involve parents/families in the joint development of its district wide parental involvement plan under Section 1112 and the development of support and improvement plans under paragraphs (1) and (2) of Section 1111(d) of the Elementary and Secondary Education Act (ESEA)

- *Involve Parent Advisory Council parents in the plan's development*
- *Communicate the plan to parents*
- *Consider improvements to the plan on an ongoing basis on parent feedback*

Ohio Virtual Academy will take the following actions to involve parents in the process of school review and improvement under Section 1116 of the ESEA:

- *Conduct formal surveys regarding the parent/student satisfaction with the school's operations, academic, and instructional programs*
- *Parents mentoring Parents*
- *Ongoing Parent Advisory Council (PAC) meetings for parent feedback on programs and practices*
- *Conduct ongoing communication at each academic level using print and digital communication formats: face-to-face and virtual meetings, newsletters, Annual Report, progress reports, email, and other means available*
- *Request parental input from Parent Advisory Council members and OHVA families*
- *Provide user-friendly communication tools or apps that promote easy parental access for family engagement.*

Ohio Virtual Academy will provide the following necessary coordination and technical assistance to support and implement effective parental/family engagement activities in order to improve student academic achievement and school performance:

- *Conduct annual Title I informative online meeting in the fall of each academic year (Family Forum)*
- *Message via email to keep parents informed of academic support opportunities*
- *Communicate the importance of parent and family engagement*
- *Conduct parent orientations*
- *Conduct formal surveys regarding parent/student satisfaction with the school's operations, academic, and instructional programs*
- *Review parent/family engagement policies yearly*

Ohio Virtual Academy will take the following actions to conduct, with the involvement of parents/families, an annual evaluation of the content and effectiveness of this parental/family engagement policy in improving the quality of OHVA. The evaluation will seek to identify barriers to parental involvement. Attention will be given to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, are foster care givers, or are of any racial or ethnic minority background. Attention will also be given to the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions. OHVA will use the findings of the evaluation about its family engagement policy and activities to design evidence-based strategies for more effective parental/family engagement and to revise (if necessary and with the involvement of parents) its parental/family engagement policies.

- *Conduct annual Title I online informational meeting*
- *Provide support and information to help students/families succeed*
- *Conduct formal online surveys regarding parent/student satisfaction with the school's operations, academic, and instructional programs and the parent/family engagement policies and programs*
- *Provide parent involvement information using school communication tools and at various school activities when appropriate*
- *Provide staff professional development opportunities to value the important role of parents/Learning Coaches*
- *Conduct virtual meetings to review program improvements*
- *Ensure that communication for English Learners (EL) families is appropriate and accessible*

The Ohio Virtual Academy will strive to ensure parental involvement and support a partnership among the school, parents, and the community to improve student academic achievement, through the following activities:

- *Providing opportunities for parents to learn about topics such as:*
 - *Ohio's Learning Standards*
 - *State and Local academic assessments, including alternate assessments*
 - *The requirements of Part A*
 - *How to monitor their child's progress*
 - *How to work with educators*

Ohio Virtual Academy will provide materials and training to help parents work with their children to improve their children's academic achievement by:

- *Conducting parent workshops, and training sessions for new and returning parents, and providing the OHVA Learning Coach Academy (ongoing opportunities for parent growth and development)*
- *Promoting parent networking and mentoring through parent-moderated online support forums and other social networking tools*

Ohio Virtual Academy will educate its teachers, pupil service personnel, principals, and other staff in how to: 1) Reach out to, communicate with, and work with parents as equal partners, 2) Recognize the value of parent contributions, and 3) Implement parent programs and build ties between parents and school by:

- *Facilitating a parent advisory group (Parent Advisory Council – PAC)*
- *Providing meaningful, ongoing professional development for all staff. Conducting parent support sessions around pertinent educational/parenting topics for student achievement/development*
- *Promoting parent workshops – Learning Coach Academy sessions*
- *Conducting face-to-face parent training discussions at events and virtual parent orientations*

- *Promoting parent social networking through online support groups that are moderated by OHVA Learning Coaches*
- *Providing live web conferencing for parent support, instruction, and mentoring*

Parent/Learning Coach Compact

The purpose of this Compact is to set expectations for Ohio Virtual Academy (OHVA) parents/Learning Coaches. Your child's educational success, a primary goal of OHVA, can only be achieved if you understand your key role in following the curricular and attendance requirements below.

- *My role, which is vital for my student's academic achievement, is valued and respected among administrators, teachers, staff and volunteers at OHVA.*
- *I believe that my student has the ability to grow academically.*
- *I will abide by OHVA's policies and procedures as outlined in the OHVA School Handbook.*
- *I will maintain **continuous** Internet service and make sure my student has daily access to participate in the school.*
- *I understand that the Ohio Virtual Academy program includes the **K12 curriculum, periodic assessments, Class Connects, and other instructional tools, specific to my student's academic requirements. I understand that students will be required to attend and participate in live class sessions on a daily basis.** I will actively supervise my student while participating in the OHVA academic program. Learning Coach guidance is essential for students in the K-8 program and also needed on a regular basis in high school.*
- *My student is enrolled in a public school and must meet the state attendance requirements. Students in grades K-12 require a minimum of 920 hours, and. To reach my student's academic goals, average daily attendance may range from 5 to 8 hours*
- *As the Learning Coach, **I am responsible to accurately record all attendance and progress daily in my student's Online School to reflect online and offline schoolwork.** I will keep a record of offline schoolwork hours. Insufficient hours recorded in the system over time is a truancy issue and could result in my student's removal from OHVA.*
- *My student will participate in **all required state achievement and diagnostic testing.** It is my responsibility to provide transportation to and from the test site(s). Testing dates are determined by the Ohio Department of Education and Workforce (ODEW).*
- *I will actively engage with OHVA staff by participating in conferences, reading email on a daily basis, submitting requested assignments, and attending face to face (F2F) activities throughout the year, including state testing and ETR and IEP meetings as required. If I have designated another person to act as Learning Coach for my student, I will conference jointly with the Learning Coach and OHVA teacher(s).*
- *I will work with and treat administrators, teachers, staff, and volunteers professionally, understanding that staff must follow set schedules and policies.*

Failure to follow the school's program requirements may result in my student's removal from Ohio Virtual Academy.

Parent Concern Process

Student success is an important goal for OHVA. This process has been designed to ensure that all student/family grievances are considered expeditiously and fairly:

- 1. The advisor is the first point of contact for an expression of grievance, informal or formally written. If the teacher/staff is the subject of the grievance, the issue should be settled through parent/staff communication.*
- 2. If the subject of the concern is another school employee and cannot be settled at the teacher/staff level, the parent or legal guardian should escalate the concern to the administrator in writing. The administrator will respond to the parent's written note of concern within 48 hours of receipt.*
- 3. If the issue or grievance is not resolved within 10 working days, the parent may escalate an issue to the Head of School. The Head of School or designee will respond within 48 hours of initial parent or administrator notification of the grievance and investigate.*
- 4. If the matter cannot be settled satisfactorily, it may be brought before the Board of Trustees of the school at one of the public Board meetings. The Board President must be notified of the matter by the Head of School and/or the parent prior to the meeting.*

P.E. Waivers

The P.E. Waiver is a way to complete physical education requirements. With a P.E. waiver, students receive no credit and no grade. Students are waived from taking P.E. classes. A student may waive Physical Education classes by completing two full seasons of interscholastic athletics, cheerleading, or marching band. Should a student become injured or not complete the season for ANY reason, they must find an alternate way to satisfy their P.E. requirement. Participation in interscholastic athletics, cheerleading or marching band prior to the 2011-2012 school year does not apply. For more information regarding the state's policies, visit <https://education.ohio.gov/Topics/Learning-in-Ohio/Physical-Education/Physical-Education-Waiver-Requirements>

Transfer students must provide OHVA with documentation of a P.E. waiver used at their previous district if it is not identified on the transcript.

A student with a P.E. waiver must:

- *Notify school counselor of intent and*
- *Complete a Physical Education Waiver Application (signed by admin)*

The following due dates apply for intent: Fall Sports – August 30th, Winter Sports – November 30th, Spring Sports – March 30th.

What is the best way for your child to satisfy the P.E. requirement?

P.E. Waiver

- *P.E. Waiver is suitable for students who have NOT completed any P.E. requirement*
- *P.E. Waiver is ONLY for students participating in interscholastic athletics, marching band, or cheerleading*
- *P.E. Waiver exemption cannot be combined with P.E. credit earned through actual coursework or through credit flexibility*
- *With P.E. Waiver, students receive no credit and no grade. Students are exempted from taking two P.E. classes*
- *Physical Education Waiver Application*

P.E. Credit Flexibility

- *P.E. Credit Flexibility is suitable for students who participate in physical activities that are not affiliated with OHVA*
- *P.E. Credit Flexibility may be used by a student who participates in an interscholastic sport and has already received one P.E. credit*
- *Students who fail to complete hours from an approved application by the end of the semester will receive an "F"*
- *Please see the Flex Credit Policy for forms and requirements*

Physical Education

Students in grades K-5 are required to complete 36 attendance hours of physical education activities per year, up to a maximum of 72 hours per year. Hours are prorated for students who enroll after the first day of school. Physical Education activities eligible for attendance credit are to be structured, organized, and supervised (SOS).

Placement of Web Cam

Efforts should be made to locate the webcam in an area that meets the following suggestions:

- *Limit background noise*
- *A quiet area without distractions*
- *Area where other people or animals are not visible – siblings, pets, or other people in the home should not appear on camera*

Web Cams cannot be enabled without the student's knowledge and can only be enabled for educational purposes. The student/parent has the option of disabling or covering the webcam, unless the webcam is legally required to be engaged and visible for attendance confirmation, course requirements, or other educational purposes. Certain courses and required district assessments will require face-to-face interaction via webcam. A student not wishing to engage on a webcam may seek an alternative by contacting the Head of School or administrative delegate.

Plagiarism

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. 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 OHVA.

The use of Artificial Intelligence “chatbots” (i.e. ChatGPT) within education can fall under the school plagiarism policy. However, it is also a tool that continues to change the educational landscape. To that end, OHVA will attempt to help students understand acceptable and appropriate use of these tools through academic integrity lessons.

Definition/Examples of Plagiarism and/or Cheating

- *Passing off someone else’s work as your own.*
- *Taking credit for something that is not your work. (Example – copying and pasting directly from the internet or ChatGPT)*
- *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 a group of work that you did not participate in.*
- *No cutting and pasting (example—MyAccess)*
- *No writing on hands, cheat sheets, use of study guides during exams, ect.*

Consequences

1st Offense:

Expected to redo the assignment and parent will be informed. Student will redo assignment and receive a 25% reduction in grade.

2nd Offense:

Students will redo the assignment with 50% credit. Parent/Guardian will be contacted.

3rd Offense:

The student will receive no credit for assignment (receive a zero).

4th Offense:

Principal will decide on the consequence that the student will receive.

Principals have the right to adjust or modify the consequences above at their discretion after reviewing the details of the offense.

Pre-High School Credit

Middle school students may complete high school courses for high school credit if approved for placement into the courses by MS/HS Principals. Courses receiving high school credit become the basis for the student's official high school transcript. All high school level work, regardless of final grade, will be entered onto the student's transcript as a permanent record. In the case where a student finds themselves struggling, students may drop courses for high school credit within 2 weeks of the start of class. Middle school counselors will also advise students to drop the course if their grade is below passing after the first quarter.

Progress Reporting K-8

K-5 parents have daily access to information regarding their children’s progress through the Online School (OLS) Planning and Progress screen. 6-8 parents have daily access through the LMS planning and progress screen. In addition, Ohio Virtual Academy will provide an electronic progress report (K-5) or grade card (6-8) at the end of the year, including a letter-based indicator of progress in the grade level requirements, including the required curriculum. Variations in progress reporting, including traditional letter grades may vary by grade grouping (K-2, 3-5, and 6-8). For high school grading and report card information, refer to the high school section of this handbook.

Individual and group performance results on statewide achievement testing will be distributed to parents in a timely manner.

The percentages below are used to determine marks on a student’s progress report and are based on a student’s full-year enrollment. Teachers will use a prorated percentage for those students who enroll mid-year. The following mastery-based letter grades, used on final progress reports, are indicators of relative course completion:

K-2 Progress Report

M = Mastered

C = Completed sufficient percentage for advancement

P = Progressing adequately**

I = Incomplete**

The following course completion percentages based on the student’s final Online School snapshot have been used to determine progress letter grades:

Math and Language Arts

(based on completed core lessons)

100% = **M**

90 – 99% = **C**

89% and below = **I or P****

History, Science, Art, and Music

(based on completed core lessons)

100% = **M**

90-99% = **C**

30 – 89% = **P**

29% and below = **I**

***Grade **P** is assigned when a student received a new course during the school year or was enrolled mid-year and is progressing adequately.*

**History, Science, Art, and Music courses may not be required based on discussions with the teaching team and the student’s academic ability level allowing for a focus on the core subjects of math and language arts.*

***Re-enrolling students will continue working in core courses that they are progressing adequately or incomplete for next school year.*

****Students advancing to the next grade level will automatically receive their next grade level History, Science, Art, and Music courses.**

3-5 Progress Report

E = Exceeding Expectations (95 – 100%)

M = Mastering Concepts Consistently (85 – 94%)

P = Progressing Toward Mastery (70 – 84%)

L = Limited Progress (50 – 69%)

I = Insufficient Progress (0 – 49%)

Grade Components:

Math and ELA

OLS Progress, Schoology Assignments, Assessments and Class Attendance/ Participation.

Science, Social Studies, History, Art, and Music

OLS Course Progress and additional assignments based on grade level and state requirements.

OHVA Middle School Progress Reports and Grading Structure

Middle School courses grading will include the following:

- *Grades will be calculated on a semester basis and combined for a year-end grade.*
- *Grades will include a combination of online assessments, teacher graded assignments, participation, discussions, formative assessments, and other activities as deemed appropriate by OHVA.*
- *Report cards will be emailed to students/families bi-annually in accordance with the school semester calendar.*
- *Current grades are available in real time through the Online Middle School (OMS) Platform.*

Grading Scale

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%

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 of the following:

- *Daily Assignments*
- *Live Class Connect Sessions*
- *Labs, Journal Entries, Projects*
- *Threaded Class Discussion*
- *Quizzes*
- *Tests*
- *Exams*

Students are expected to submit assignments on or before the posted due dates. 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.

Teacher Late Policies are provided within each teacher's course.

If you have concerns about your grade, please contact your teacher directly.

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 extracurricular activity are not entitled to further notice, hearing, or appeal rights.

Re-Entry Policy

Students withdrawn according to the requirements of House Bill 409 and 410 are not eligible for re-entry until two full academic years have passed from the time of the withdrawal from Ohio Virtual Academy.

Registration for the following school year will take place in the spring before the school year closes. Re-enrolling families will need to complete the online re-registration in MyInfo. For the upcoming school year, and in the summer months of July/August, families will also be asked to submit proof of residency and the Family Income Form annually prior to the start of school.

Report Cards

At the conclusion of each quarter, students will be notified of their progress and parents 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 the school supported communication system. Year-end grade reports, sent via the school supported communication system, will include final course grades, cumulative grade point average, and class rank (seniors only). Note: Students and Learning Coaches can access student grades at any time in each course.

School Dance

School dances are designed to provide a healthy, safe environment for students to socialize and enjoy being together. School rules found in the HS Handbook for behavior and discipline are in effect. The following procedures have been established to allow the continuation of dances and to ensure the enjoyment and safety of all students at school dances:

- **Photo identification** – students will not be permitted to enter the dance without some form of photo identification. Photo identification can be (but is not limited to) a state driver’s license or state ID card. It can be any type of photo identification, such as a passport or school ID card. As a virtual school, we need to verify the identity and age of all attendees. **Without proper identification, students will not be admitted to the dance.**
- **Dress Code** – staff chaperones will review attire when students arrive, and admittance could be denied if the student’s attire does not meet the guidelines for tasteful and appropriate dress. The chaperone’s decision is final. No ticket refund will be given if admission is denied for violation of the dress code. Purses, bags, and backpacks can be inspected at any time.
- **BRINGING A GUEST TO A DANCE POLICY** – OHVA students may invite a guest who is of high school age but no older than 20 and out of high school. The following guidelines must be followed to bring an out-of-school guest to an OHVA dance:
 - Student and their out-of-school guest must complete the guest dance form prior to purchasing tickets
 - All guests must show a picture ID at the door. The ID must either be a school ID, State ID, or Driver’s License
 - Out-of-school guests are expected to arrive at the dance and remain with their host while attending the dance
 - Administration reserves the right to refuse out-of-school guests to enter the dance for any reason
 - Out-of-school guests must follow all school rules

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 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 principal 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 be 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 principal 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.

School Work Expectations

Parents of students in grades 1-8 can expect to guide learning a minimum of 6 hours per day, in addition to planning, to maintain a typical school year's pace for accomplishing lessons associated with assigned grade levels.. High school students will be enrolled in 6 courses each semester and are expected to devote about 1 to 2 hours per day per course. Students must work at least 6 hours per day on their coursework. Although high school students are expected to be more independent learners, parents must stay actively involved in their high school student's academic program. Parents should refer to high school details for more information on expectations at the high school level.

The Online School and its curriculum allow for students to be challenged according to their mastery of skills. Most K-5 Learning Coaches and students spend 65% of their day online and the rest of their time working offline in workbooks, printed lessons, or other related activities. Middle school & High school students may spend between 80% and 90% of their time online. Submission of student assignments is required throughout the school year as assigned by teachers. This student work demonstrates consistent engagement and is part of the OHVA defined instructional activities to be used to confirm a student is "on track." Attendance documentation of online and offline work may be requested by the school, so a parent record or log is recommended. OHVA students are required to participate in all state diagnostic, achievement, and standardized testing, as required by the Ohio Department of Education and Workforce.

The administration of your child's day-to-day education in the OHVA program is both exciting and challenging and requires your parental commitment to the discipline and organization necessary to help your child succeed academically.

Source Citation

Many courses require written work in which you will need to cite its sources. Any direct quotations from your textbook can simply be cited as (author, page number). Any quotations from outside sources require full citation, 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 applicable, and publication date of the site, if available.

Special Education

The Ohio Virtual Academy 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 parent. 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 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. OHVA offers a continuum of services based on the student's needs (ranging from self-contained classroom to full inclusion). Many students that qualify for special education services receive their instruction alongside their general education peers. Students serviced in special education and in the inclusion setting are expected to meet regularly with their Intervention Specialist and General Education teacher.

Like all classes within OHVA, IEP meetings are held in online classrooms. The meetings are held with a full IEP team consisting of the Intervention Specialist, General Education Teacher, the parent or legal guardian, and the District Representative. In some cases, Administrators will attend IEP meetings and respond to email/phone communications to help support the team and to offer real time resolution if the need arises.

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 Virtual Academy 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.

We have the privilege of having our own in-house School Psychologists, Behavior Specialists, Special Education Social Emotional Counselors, and Speech and Language Pathologists to service our students, in addition to the contracted professionals. Special education services are individualized and may not resemble the services that are delivered within other districts.

OHVA Special Education Truancy Policy

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

- *The IEP team will hold a Manifestation Determination meeting to decide whether the student's disability is contributing to the truant behaviors and will decide on appropriate action based on that decision.*
- *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.*

State Testing High School

The State of Ohio Requires that all OHVA High School students complete the appropriate Ohio State Tests, as prescribed by the Ohio Department of Education and Workforce.

Students in graduation years 2023 and beyond will take state-provided End-of Course Exams after course completion. For these students, end-of-course tests will be in English Language Arts II, Algebra I, Geometry, Biology, American History, and American Government. Middle school students who take one of these courses for high school credit must take the corresponding state end-of-course exam.

Students in graduation years 2026 and beyond must complete a school selected College Readiness Exam, such as the ACT, during their 11th grade year. However, as indicated in Ohio Revised Code 3301.0712, if the parent or guardian of the student elects to opt-out, this test will not be required. Refer to opt-out policies and procedures shared by school administration prior to testing.

State Testing requirements for graduation years *prior* to 2023 can be discussed with the school counselor and referenced on the Ohio Department of Education website.

Failure to take State-Required Assessments will jeopardize the student's continued enrollment in OHVA. Refer to the State Testing section above which describes the consequences of not testing under Ohio Revised Code 3314.26(A). An additional consequence of not testing is that it can prevent a student from receiving an Ohio diploma.

Demonstrate Competency:

Earn a 684 on Ohio's Algebra I and English II tests. Students who do not pass the test will be offered additional support and must re-take the test at least once. Four additional ways to show competency include:

- *Demonstrate two career focused activities per ODEW guidelines*
- *Enlist in the military*
- *Complete college coursework per ODEW guidelines*
- Obtain a remediation-free score in the math or English subject areas on the ACT or SAT

Show Readiness: earn 2 diploma seals, one of which must be Ohio designed

Please see attachments for guidance on local seals

More information regarding Ohio's graduation requirements and specific guidelines can be found at: <http://education.ohio.gov/Topics/Ohio-s-Graduation-Requirements>

State Testing

The Ohio Virtual Academy is a community school established under Chapter 3314 of the Revised Code. The school is a public school and students enrolled in and attending the school are required to take proficiency tests and other examinations prescribed by law. In addition, there may be other requirements for students at the school that are prescribed by law. Students who have been excused from the compulsory attendance law for the purpose of home education as defined 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 and Workforce. The Ohio Department of Education and Workforce has established a plan to assess the academic proficiency of public-school students in the state. OHVA 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. Parents must make arrangements for transportation to ensure their child's presence at all required state tests and are expected to help the school comply with OHVA's responsibility to fulfill the state testing requirements.

Per the Ohio Revised Code 3314.26(A), any student who, for two consecutive school years, 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 3301.0711 of the Revised Code, regardless of whether a waiver was granted for the student under Division (L)(3) of Section 3314.08 of the Revised Code, shall be withdrawn from OHVA and reported to the Ohio Department of Education and Workforce as required. Students withdrawn according to the standards of Ohio Revised Code 3314.26 are not eligible for re-entry until two (2) full academic years have passed from the time of the withdrawal from Ohio Virtual Academy.

State Assessments are used to evaluate the school and are reported on the State Report Card. In addition, individual student results 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 and Workforce website at:

<https://education.ohio.gov/Topics/Testing>

Student Behavior

It is expected that the behavior of students during work-based learning opportunities will always be appropriate and professional. Students must recognize that having the opportunity to participate in experiences at community locations is a privilege afforded to students engaged in OHVA's CTE Program. The privilege has certain responsibilities. Students participating in any work-based learning experience that is facilitated through OHVA's CTE Program have the following responsibilities:

- *Act professionally at all times (language, tone, actions, attire)*
- *Be at assigned location during the designated times*
- *Call appropriate supervisor/teacher/administrator if absent*
- *Follow all rules of OHVA while interacting in the community, recognizing your behavior is a direct reflection of the CTE Program and OHVA*
- *Realize that a violation of any of the above will result in them no longer being able to participate in school facilitated off-site experiences*

*If a student wishes to continue with a CTE Program after a violation of any of the above criteria, the student will meet with the CTE administration and be placed on a behavior contract. The parent will be notified of this decision.

*Violation of the behavior contract will result in the student being removed from the CTE Program

Student Discipline

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

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

The Administration requires each student of this school 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:

- *Conform to reasonable standards of socially acceptable behavior.*
- *Respect the person and property of others.*
- *Preserve the degree of order necessary to the educational program in which they are engaged.*
- *Respect the rights of others.*
- *Obey constituted authority and respond to those who hold that authority.*

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

- *Relate in kind and degree to the infraction*
- *Help the student learn to take responsibility for their actions.*
- *Be directed, where possible, to reduce the effects of any harm which may have been caused by the student's misconduct.*

***Per Ohio Revised Code 3319.41**, no employee of OHVA will administer corporal punishment to a student enrolled at Ohio Virtual Academy. Students may be prohibited by authorized school personnel from participating in all or part of co-curricular and/or extra-curricular activities without further notice, hearing or appeal rights.

Student Records & FERPA

In order to provide appropriate educational services and programming, OHVA must collect, retain, and use information about individual students. In order to safeguard student's privacy, OHVA 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 guardians or other persons standing in loco parentis (such as a grandparent or stepparent 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 the age of 18, must request permission. For further information, the parent may contact the Records Department at OHVA. Student will become an "eligible student" upon their 18th 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 record 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 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 district," or if the record is necessary in order for the school official to perform an administrative, supervisory, or instructional task, or 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 educational records. These rights are:

- *The right to inspect and review the student's educational records within 45 days of the day 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 make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.*
- *The right to request an amendment of the student's educational records that the parent or eligible student believes is inaccurate. Parents or eligible students may ask the Head of 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 emergency.*

- *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 without consent. One exception, which permits disclosure without consent, is 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 unit 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 their tasks. A school official has a legitimate educational interest if the official needs to review an educational record in order to fulfill their professional responsibility. Upon request, the school may disclose education records without consent to officials of another school district in which a student seeks or intends to enroll. OHVA will make a reasonable attempt to notify the parent or student of the records requested unless it states in its annual notification that it intends to forward records on request.*
- *The right to file a complaint with the U.S. Department of Education concerning alleged failures by OHVA to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:*
 - Family Policy Compliance Office*
 - U.S. Department of Education*
 - 400 Maryland Ave SW, Washington, DC 20202-5901*

The Board of Trustees hereby authorizes the administration to:

- *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.*
- *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 to transmit copies of the student’s special education and disciplinary records to the authorities for their consideration.*
- *Forward student records, including disciplinary records with respect to and current suspension and expulsion, upon request, to a private or public school.*

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

a. 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 OHVA. 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 OHVA directory.

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

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 record; (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 OHVA 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 OHVA'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 OHVA. 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 parents/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.

b. Parents: Disclosure, Inspection, Review of Records

The Head of School shall permit parents/eligible students, upon request, to retrieve information from, and to inspect and review, records relating to the student's education that are maintained by OHVA. The Head of School may place certain conditions on such access consistent with applicable laws, regulations, and school policies.

c. 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 particular circumstances meet the requirements of the Federal regulations on third-party disclosure.

d. 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 students of such decision and their right to a hearing. If a hearing is requested, the President of the board of trustees shall select a hearing officer, who maybe 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 parent/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.

e. Emergency Release

The Head of School may release any personally-identifiable information (without parent's/eligible student's 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/safety emergency and, if so, provide the requested information immediately.

f. 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 OHVA.

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. All requests for records should be submitted via ohva.justfoia.com/publicportal/home/newrequest.

g. 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.

h. Disclosure for Purposes of Marketing or Selling Information

OHVA does not permit the collection, disclosure, or use of personal information collected from students for the purpose of 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.

Summer School

OHVA offers a variety of courses in both core subject areas and electives for our summer school program. Students may apply to complete 1 to 2 courses per term, with two terms offered each summer. Generally, the first term runs through the month of June and the second term runs through July; exact dates are provided in the application process. Summer school courses are available on a limited basis. Priority will be given to students who are:

- *Credit deficient,*
- *Currently working in and passing courses,*
- *Re-registered for the following school year, and*
- *A current OHVA student.*

The highest priority will be given to seniors (determined by Cohort Year) during term A and the next priority will be given to juniors who need credits to get on track to graduate on time at the end of their senior year. If spots remain, freshmen and sophomores who are currently credit deficient will be considered

Summer School students will be required to:

- *Attend an informational meeting or view a recording about summer school expectations.*
- *Fill out an application and "I Understand" form.*
- *Work consistently throughout the summer session.*
- *Students who are not working during the first week will be removed and replaced by other students on a waiting list*
- *Attend all Class Connect sessions. Sessions will be held in the A.M.*

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 Serving 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 and Workforce (ODEW), OHVA, or any other agency that is involved in the education or care of the child.*
- *Have no personal or professional interest that conflict 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 ODEW prior to acting on behalf of the child*

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

Suspension, Expulsion, and Permanent Exclusion of Students – Violations Leading to Suspension

“Suspension” shall be the temporary exclusion of a student for a period not to exceed ten (10) school days. Suspension may extend beyond the current school year, if at any time a suspension is imposed; fewer than ten (10) days remain in the school year. A suspended student shall be allowed to make-up schoolwork missed due to suspension. Administration and Staff will provide the suspended student with access to schoolwork/assignments. A deadline for turning in all schoolwork completed during the suspension will be provided by administration. 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 violation of the school’s Technology Use Policy.

Indecent Exposure or Conduct

A student who exposes or exhibits their 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 premise 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 while therein. Burglary is a serious breach of conduct that may also be reported to the proper law enforcement agency.

Abusive Language or Conduct Directed at a School Employee or Trustee

A student who uses or engages in abusive, profane, obscene, or vulgar language or conduct directed at a school employee or trustee 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, Bullying, and Cyberbullying)

A student who is guilty of willful disobedience, open defiance of the authority of the administration or any other member of the school staff, violence against persons 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 destroys, damages, or defaces records or property (whether physical or electronic) owned by or in the possession of the Board or other members of the district 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.

Harassment

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- *Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.*
- *Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.*
- *Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.*

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- *Unwelcome sexual propositions, invitations, solicitations, and flirtations.*
- *Physical assault.*
- *Threats or insinuations that a person's academic grade, promotion, classroom work or assignments, academic status, participation in school-related activities may be adversely affected by not submitting to sexual advances.*
- *Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.*
- *Sexually suggestive objects, pictures, videotapes, audio recordings, or literature placed in the work or educational environment, which may embarrass or offend individuals.*
- *Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.*
- *A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.*
- *Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.*
- *Consensual sexual relationships where such relationship leads to favoritism of a student with whom the teacher or superior is sexually involved and where such favoritism adversely affects other students.*
- *Not all behavior with sexual connotations constitutes unlawful sexual harassment. Conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects an individual's education, or such that it creates a hostile or abusive educational environment.*

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or non-verbal 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; or 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 non-verbal conduct is based upon an individual's national origin 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 national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or non-verbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's educational performance; or 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 disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like.

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.

Definition: bullying, harassment, intimidation, or hazing

Any intentional written, verbal, graphic, or physical act that a student or group of students exhibited toward another 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.*

The term bullying is used throughout this handbook to convey all instances of harassment, intimidation, bullying and hazing 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, Anti-Bullying, or Anti-Hazing Model Policy, Section 3.1 which has been implemented by OHVA.

- *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 the use of information and communication technologies such as websites, instant messages, camera phones, or iPods.*

Teacher Assignments

Each student enrolled in OHVA is assigned to a teacher of record who shall be primarily responsible for that student's academic development and achievement. If a student needs supplemental services, additional teachers may work with him/her.

At any time during the school year, it may be necessary to reassign students to a different teacher or support staff member, although every attempt will be made to minimize the number of reassignments. Parents who have concerns with the staff or teacher(s) are requested to make a good faith effort to resolve the difficulties by discussing them with the teacher. If the concern continues to be unresolved, parents should contact the grade level academic principal.

OHVA Teacher/Staff Compact

OHVA is proud of the talented group of licensed, Highly Qualified teachers and support staff in our school. They are trained to help you and your student(s) to be successful in Ohio Virtual Academy. Teachers and support staff have the following responsibilities to their OHVA students/families:

- *I believe that all students benefit from encouragement to maximize their academic potential and every student has the ability to achieve success.*
- *Strong academic achievement as measured by the Ohio State Assessments and progress within the K12 curriculum is a common goal for teachers, staff, students, and Learning Coaches.*
- *I understand that my priority is to provide direct academic support during school hours, and I will remain actively engaged with my students and Learning Coaches to respond to their individual learning needs and communications within 24 hours (email & telephone) in most cases.*
- *I will be an expert in my content area, the K12 curriculum, and relevant academic content standards for my assignment area, and courses for which I am Highly Qualified.*
- *I believe a strong and positive relationship between the administrator, teacher, staff member, student, and Learning Coach, through consistent and professional quality communication is fundamental to student achievement, student continuation, and increased parent satisfaction.*
- *I will be flexible, understanding, and supportive of students' and Learning Coaches individual needs for teaching accommodation and programmatic or curricular modifications to meet individual student learning needs.*
- *I will keep current and accurate documentation as I provide instruction based on student data, engaging class sessions, and alternative learning activities to increase student achievement and retention.*
- *I will provide meaningful, usable, and appropriate feedback on student performance to enhance student achievement by keeping accurate and current documentation.*
- *I will develop a collaborative partnership with my grade level team, my student's academic team, and with my colleagues throughout OHVA.*
- *I will be knowledgeable of, implement, and abide by OHVA policies and procedures in the OHVA Employee Handbook and OHVA School Handbook, which include departmental practices.*
- *I will participate in regular and ongoing professional development opportunities to support the school's student academic improvement initiatives.*

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 in all grades. Advisors are the key point of contact for general support questions. The teacher or advisor is also an important link of communication from the OHVA administrative office to the parent. There are times, administration will choose to become a part of the communication team with staff, students and Learning Coaches. Administrative participation may be needed to provide real time action and resolution for the academic needs of the student. Administrative presence will help facilitate the process. Participation in all meetings and communications will be at the discretion of the administration.

Parents/Learning Coaches should contact the teachers or advisors first, and if no response has been received after 24 hours during the school week, they may contact principals before contacting other administrators. Administrators will reply in a timely manner, but parents should allow 48 hours during the school week for administrators to respond. Respectful, productive communication is expected parent to staff, and staff to parent.

Ohio's Third Grade Reading Guarantee

The Third Grade Reading Guarantee states that each third-grade student will read on or above grade level before being promoted to the next grade. Third grade students are given a reading diagnostic assessment to determine their reading level. All students scoring “off-track” will be given a required, Reading Improvement and Monitoring Plan, outlining their reading instruction. These students will be REQUIRED to work with an assigned reading teacher weekly in class connect sessions. Students who have a Reading Improvement and Monitoring Plan with unexcused absences from required classes will be considered truant. More information on Ohio's Third Grade Reading Guarantee can be found here: [Click Here for Third Grade Reading Guarantee.](#)

Title I

As a schoolwide Title I school, Ohio Virtual Academy receives federal funds allowing for supportive remediation services for children. Title I funding may be used in all core areas such as English, Language Arts, Reading, Writing, Science, Mathematics, Arts, Including Music, Visual Arts, Dance and Drama, Foreign Language, Government and Civics, History, Economics, and Geography. OHVA chooses to prioritize support for students in math and English/Language Arts/Reading/Writing. If you have a question about your child's academic growth in reading or math, please share these concerns with your assigned teacher.

Ohio Virtual Academy-Title IX Policy and Grievance Procedure

Title IX Statement

Title IX of the Education Amendments of 1972, 20 U.S.C. Section 1681 et seq. prohibits discrimination on the basis of sex, including sexual harassment as defined herein, in any program, service or activity, including but not limited to, educational programs, extracurricular activities, student services, academic counseling, discipline, classroom assignment, including admission to these programs and activities. Title IX also prohibits sex discrimination in employment, including by any third-party employer engaged by Ohio Virtual Academy to employ its workforce as well as any third-party employing individuals providing management services related to OHVA employees. Retaliation against any person who reports or opposes improper discrimination or retaliation is likewise prohibited under Title IX. Ohio Virtual Academy (OHVA) shall fully comply with Title IX and its accompanying regulations. Further, K12 Virtual Schools LLC is expected to fully comply with Title IX and its accompanying regulations.

This policy applies to prohibited conduct in any academic, educational, extra-curricular, or other OHVA programs, activities, and events whether occurring at school, during the OHVA's Educational Program and process including, but not limited to the On-Line Learning System ("OLS"), Class Connects, email, telephone, in-person or virtual conferences with students, employees and staff and third-party contractors/vendors who provide services to OHVA, on any premises or equipment owned, leased or used by OHVA, in a motor vehicle owned or leased by the OHVA or being used for a school-related purpose or at any OHVA-related event, activity or function; traveling by any means to or from school or an OHVA-related event, activity, or function; and in any location where the conduct has a sufficient connection to or with OHVA, OHVA employees, , third-party contractors/vendors, OHVA students or OHVA property that adversely and significantly interferes with or endangers the good order of OHVA's educational program or environment, the proper functioning of the educational program, OHVA-related event, activity or function.

The Board prohibits Sexual Harassment that occurs within its education programs and activities. When OHVA has actual knowledge of Sexual Harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent. Pursuant to its Title IX obligations, the Board is committed to eliminating Sexual Harassment and will take appropriate action when an individual is determined responsible for violating this policy. Board employees, students, third-party vendors and contractors, guests, and other members of the OHVA community who commit Sexual Harassment are subject to the full range of disciplinary sanctions set forth in this policy. Persons who have experienced Sexual Harassment will be provided ongoing remedies as reasonably necessary to restore or preserve access to OHVA's education programs and activities.

Ohio Virtual Academy expects anyone who believes a Title IX violation may have occurred to report their concerns to the Title IX Coordinator or as otherwise provided in this policy.

Ohio Virtual Academy’s Title IX Coordinator also holds the position of Grants and Federal Programs Coordinator and is employed by K12 Virtual Schools LLC or an affiliated entity. The current individual holding this position is:

Shana Van Grimbergen

Grants and Federal Programs Coordinator

1690 Woodlands Drive #200

Maumee, OH 43537

svangrimbergen@k12.com

419-482-0948 ext. 7293

Any student or employee who is assigned to work at or on behalf of OHVA and who believes he or she has been or is the victim of sexual harassment should immediately report the situation to a teacher, counselor, social worker, principal, the Head of School or the Title IX Coordinator. Any OHVA employee or administrator who observes, has knowledge of, or learns that a student has been or is the victim of sexual harassment shall immediately report the situation to a principal, the Head of School or a Title IX Coordinator. Complaints against a principal should be reported to or filed with the Head of School or a Title IX Coordinator. Complaints against the Head of School should be reported to or filed with the Title IX Coordinator.

Any person may report sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sexual harassment) in person, by mail, telephone or electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report.

Definitions

“Complainant” means the person who is alleged to be the victim of conduct that could constitute sexual harassment.

“Respondent” means the person who has been reported to be the perpetrator of the conduct that could constitute sexual harassment.

“Third parties” include, but are not limited to, parents or guardians, third-party contracted employees and staff members assigned to work at or on behalf of OHVA, guests and/or visitors, visiting speakers, learning coaches, volunteers, third-party contractors or vendors doing business with or seeking to do business with OHVA and other individuals who come into contact with students at school-related events, activities, or functions (whether on or off school property) or during OHVA’s educational program as described in the school’s Title IX policy.

“Sexual Harassment” is defined as conduct on the basis of sex that satisfies one or more of the following:

1. An OHVA employee who conditions the provision of an aid, benefit, or service of the school on an individual's participation in unwelcome sexual conduct (i.e., *quid pro quo* sexual harassment);
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to the school's education programs or activities; or
3. Sexual assault (as defined in the Cleary Act, 20 U.S.C. 1092(f)(6)(a)(v)), dating violence, domestic violence or stalking (as defined in the Violence Against Women Act, 34 U.S.C.12291).

“Formal Complaint” is defined as a document filed by the Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that OHVA investigate the allegation(s) of sexual harassment.

Grievance Procedure

This Grievance Procedure is intended to treat Complainants and Respondents equitably including providing supportive measures to the Complainant and Respondent, as appropriate, and following this Grievance Process before imposition of any disciplinary sanctions or other actions, other than supportive measures, against the Respondent. The Grievance Procedure seek to ensure objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence. Individuals involved in the Grievance Procedure – including the Title IX Coordinators, investigators, decision-makers, facilitators of informal resolution efforts and those involved in the appeal process – must be properly trained and not have any bias or conflict of interest for or against complainants or respondents generally or an individual complainant or Respondent. If a determination of responsibility for Sexual Harassment is made against the Respondent, OHVA will provide remedies to the Complainant. The remedies will be designed to restore or preserve equal access to OHVA's education program or activity. Potential remedies include, but are not limited to, individualized services that constitute supportive measures. Remedies may also be disciplinary or punitive in nature and may burden the Respondent.

Reporting and Filing a Formal Complaint

All OHVA employees, OHVA Board members and K12 employees performing contracted services to OHVA are required to promptly report allegations of sex discrimination or Sexual Harassment to a Title IX Coordinator. Because the Board is considered to have actual knowledge of Sexual Harassment or allegations of Sexual Harassment if any OHVA employee has such knowledge, and because the Board must take specific actions when it has notice of Sexual Harassment or allegations of Sexual Harassment, an OHVA employee who has independent knowledge of or receives a report involving allegations of sex discrimination and/or Sexual Harassment must notify the/a Title IX Coordinator within two (2) days of learning the information or receiving the report. The OHVA employee must also comply with mandatory reporting responsibilities pursuant to R.C. 2151.412 and other applicable laws. If an OHVA employee fails to report an incident of Sexual Harassment of which the employee is aware, the employee may be subject to disciplinary action, up to and including termination.

Students, other members of the OHVA community and Third Parties are encouraged, to report allegations of sex discrimination or Sexual Harassment promptly to a Title IX Coordinator or to any OHVA employee or administrator, who in turn will notify a Title IX Coordinator. If a report involves allegations of sex discrimination or Sexual Harassment by or involving the Title IX Coordinator, the person making the report should submit it to the Head of School, or another Board employee who, in turn, will notify the Head of School of the report. The Head of School will then serve in place of the Title IX Coordinator for purposes of addressing that report of sex discrimination or Sexual Harassment.

Reports can be made orally or in writing and should be as specific as possible. The person making the report should identify the alleged victim/Complainant, perpetrator(s)/Respondent(s) and witness (es), and describe in detail what occurred, including date(s), time(s) and location(s). Upon receipt of a report, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint.

A Formal Complaint must be filed by a Complainant prior to OHVA proceeding with an investigation under its Title IX Grievance Procedure. A Title IX Coordinator may sign a Formal Complaint, with or without the Complainant's consent. A Formal Complaint may be filed by a Complainant in person, by mail or electronic mail.

Any incidents of sex discrimination or Sexual Harassment that comes to the school's attention through means other than a Formal Complaint will be promptly addressed by the Title IX Coordinator. Supportive measures will be considered and offered to both parties and the Title IX Coordinator shall provide information to the Complainant about how to file a Formal Complaint, or if the Title IX Coordinator chooses, he or she can file a Formal Complaint to begin the Grievance Procedure.

Mandatory and Discretionary Dismissals

Ohio Virtual Academy shall investigate the allegations in a Formal Complaint, unless the conduct alleged in the Formal Complaint:

- Would not constitute Sexual Harassment (as defined by this policy) even if proved;
- Did not occur in OHVA's educational program or activity; or
- Did not occur against a person in the United States.

If one of the preceding circumstances exist, the Title IX Coordinator shall dismiss the Formal Complaint. If the Title IX Coordinator dismisses the Formal Complaint due to one of the preceding reasons, OHVA administration may still investigate and take action with respect to such alleged misconduct pursuant to other Board policies.

The Title IX Coordinator may dismiss a Formal Complaint, or the allegations contained therein, if at any point during the investigation:

- Complainant notifies the Title IX Coordinator in writing that the Complainant wishes to withdraw the Formal Complaint or some of its allegations;
- Respondent is no longer enrolled as a student in OHVA or is no longer employed by OHVA; or
- Specific circumstances prevent OHVA from gathering evidence sufficient to reach a determination about the allegations.

If the Title IX Coordinator dismisses a Formal Complaint, or any allegations therein, pursuant to the above, the Title IX Coordinator will promptly send a written notice of dismissal and a description of the reason(s) to the parties. Both parties have the right to appeal the dismissal as described in more detail below under “Right to Appeal.”

Informal Resolution Process

If appropriate, as determined by the Title IX Coordinator, the Title IX Coordinator may offer to the parties an informal resolution process. If the parties mutually and voluntarily agree to participate in an informal resolution process, the Title IX Coordinator shall designate a trained individual to facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. The informal resolution process may be used at any time prior to the decision-maker(s) reaching a determination regarding responsibility. Prior to the informal resolution process commencing, both parties will receive written notice of the charges and allegations and will be advised of the requirements and circumstances related to the informal resolution process. The Complainant will not be required to resolve the problem directly with the Respondent, and either party has the right to end the informal process at any time thereby reinstating the formal process for investigating the complaint. Ohio Virtual Academy prohibits the informal resolution process for complaints involving a student and any OHVA employee or OHVA administrator. The formal resolution process should be used for these complaints. The informal process is expected to be completed within thirty (30) days after the Formal Complaint is filed. During the pendency of the informal resolution process, the investigation and adjudication processes that would otherwise occur will be stayed and all related deadlines will be suspended.

Investigation of Formal Complaint

The Title IX Coordinator or investigator selected by the Title IX Coordinator will conduct a prompt and full investigation of the allegations contained in a Formal Complaint. An investigation will afford both the Complainant and the Respondent a full and fair opportunity to be heard, submit documentation and evidence supporting or rebutting the allegation(s), and identify witnesses. All parties involved in the investigation will be provided with a copy of the Title IX Grievance Procedure. At the beginning of the investigation, the Title IX Coordinator shall provide written notice to the parties containing:

- A copy of OHVA’s Policy and Grievance Procedure under Title IX;
- Whether there is an opportunity to engage in informal resolution;
- The actual allegations and facts that would constitute sexual harassment under Title IX, if proven;
- A statement that the Respondent is presumed innocent until a determination is made;

- A statement that the parties are entitled to an advisor of their choice;
- A statement that the parties can request to inspect and review certain evidence; and
- Information regarding the Student Code of Conduct and any policy concerning making false statements.

Investigations will be conducted by the Title IX Coordinator or an investigator, such as a principal or other administrator who has been properly trained in Title IX procedures and does not have a conflict of interest or bias towards or against either party, generally or specifically.

Prior to and during the investigation process, the Title IX Coordinator or other properly trained individual will meet independently with the Complainant and the Respondent and discuss any supportive measures to be implemented before or during the investigation.

Retaliation Prohibited

At the beginning of the investigation, the Title IX Coordinator or investigator will explain that Title IX includes protections against retaliation. Ohio Virtual Academy will take steps to prevent retaliation and Ohio Virtual Academy will strongly react to any retaliatory actions, including any acts of retaliatory harassment, should they occur. No student, parent/guardian, OHVA employee or OHVA administrator, or member of the public shall be retaliated against for filing a complaint or participating in the investigation of a complaint.

Respondent Presumed Innocent

The Respondent is presumed not be responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Investigation Procedure and Timeline

Investigations must begin promptly, proceed impartially, and treat all parties equitably. This includes providing both parties an opportunity to present witnesses and other evidence. The investigation should be concluded within thirty (30) calendar days but no more than sixty (60) days after a Formal Complaint is filed, unless there is good cause to continue the investigation beyond sixty (60) days (e.g. law enforcement activities, absence of a party or witness, absence of a party's advisor of choice or the need to provide language assistance or accommodations of disabilities).

Supportive Measures

Upon request of a party, or on its own initiative, Ohio Virtual Academy may implement supportive measures prior to or during the investigation of a formal complaint. Supportive measures are free, individualized services designed to restore or preserve equal access to education, protect safety, or deter the sexual harassment. Supportive measures support a student and are not punitive or disciplinary with respect to another student. They do not unreasonably burden any other person.

A party can submit requests for supportive measures, either verbally or in writing, to the investigator and/or to the Title IX Coordinator. (The investigator will notify the Title IX Coordinator of

any request for supportive measures and the Title IX Coordinator will be responsible to implement supportive measures). Supportive measures include, but are not limited to, counseling, extensions of time, modifications of work or class schedules, appropriate emotional and/or academic support, restrictions on contact between the parties, leaves of absences, and increased monitoring and support. In fairly assessing the need for either party to receive interim measures, Ohio Virtual Academy will not rely on fixed rules or any assumptions that favor one party over another. Supportive measures will be made available to both parties, as appropriate. In imposing supportive measures, the Title IX Coordinator will make every effort to avoid depriving any student of his/her education. OHVA will take steps to ensure that any supportive measure minimizes the burden on the parties, and that the Title IX Coordinator will communicate with the parties to ensure any supportive measures are necessary and effective based on the parties' needs.

Determination of Responsibility

The investigator's findings will be documented in a preliminary report and shared with the Complainant, Respondent and their advisors, if any. The parties will have at least ten (10) calendar days to review the preliminary report and submit a response in writing. Prior to finalizing the investigation report, the investigator shall consider the parties' written responses to the preliminary report, if any. The investigation report will then be finalized and forwarded to the decision-maker, the parties and their advisors, if any. The decision-maker cannot be the investigator, Title IX Coordinator or have any conflict of interest or bias in favor of or against either party.

The decision-maker, prior to any final decision, shall afford the parties an additional (10) calendar days to submit relevant, written questions to the opposing party or any witnesses. The decision-maker shall ask any relevant questions, record the response(s) and provide the responses to the parties (and their advisors, if any) prior to making a final determination. If the decision-maker deems a question irrelevant, he/she shall state in writing why the question is not relevant and provide the reason(s) to the parties (and advisors, if any) before the final decision is made.

The decision-maker shall issue a written determination regarding responsibility and deliver it to the Title IX Coordinator who shall simultaneously submit it to both parties and advisors, if any. To reach this determination, the decision-maker must apply the preponderance of the evidence standard. Further, the written determination must include:

- o The portion of Ohio Virtual Academy's policy(ies) that was violated;
- o A description of the procedural steps that were taken by OHVA to arrive at the decision;
- o A findings of fact section;
- o A section that draws conclusions after applying the facts to the portion of OHVA's policy that applies;
- o A statement and rationale for the ultimate determination of responsibility;
- o Any disciplinary sanctions that the decision-maker is recommending that OHVA impose on the Respondent;
- o A statement and rationale for any recommended remedies for the Complainant, addressing how those remedies will restore or preserve equal access; and
- o A statement of OHVA's procedures, a statement that the parties have a right to appeal the initial determination regarding responsibility and the permissible basis for the appeal.

Right to Appeal

Both parties shall be provided notice of right to appeal the final determination based on: (1) a procedural irregularity affected the outcome of the matter; (2) new evidence has been discovered that was not reasonably available at the time of the determination on responsibility or dismissal; or (3) a conflict of interest on the part of the Title IX Coordinator, an investigator who compiled evidence, or a decision-maker, and the conflict of interest affected the outcome.

If a party intends to file an appeal, they must submit the appeal in writing to the Ohio Virtual Academy's Board of Trustees no later than ten (10) calendar days following the date of the final decision by providing such appeal to the Head of School. However, OHVA's Board of Trustees shall be deemed to have received the appeal as of the date of its next regular board meeting after the appeal has been provided to the Head of School.

The opposing party shall be provided with a copy of the written appeal and given an opportunity to submit a response which was be submitted to the Head of School at least ten (10) calendar days prior to the next regular board meeting.

Ohio Virtual Academy's Board of Trustees, or a Title IX Appeal Committee selected by OHVA's Board of Trustees, shall review the written appeal and any response and issue a written determination within twenty (20) calendar days of the receipt of the appeal, which will be delivered to both parties.

OHVA's Board of Trustees or Title IX Appeal Committee's decision shall be final.

Sanctions

The Title IX Coordinator shall notify the Head of School of the decision-makers' recommendations with respect to disciplinary action for the Respondent and/or remedies to be offered to the Complainant. The Head of School shall review the recommendations and proceed to determine whether such recommendations can or should be implemented based on the decision-makers' determination regarding responsibility. Nothing herein shall prevent the Head of School from imposing any remedy, including disciplinary sanction, while the appeal is pending.

Training

Individuals involved in the Grievance Procedure – Title IX Coordinators, investigators, decision-makers or facilitators of informal, voluntary resolution efforts must be trained.

The training materials cannot rely on sex stereotypes, must promote impartial investigations and adjudications and must be posted on OHVA's website.

All OHVA employees and OHVA administrators shall be trained on how to identify and report sexual harassment.

Privileges

No information protected by a legal privilege, such as the attorney-client privilege or the doctor-patient privilege, can be used during an investigation unless the person holding that privilege has waived it.

Neither a party nor Ohio Virtual Academy is allowed to seek, permit questions about, or allow the introduction of evidence that is protected by a recognized privilege.

Changes to Grievance Procedure

Ohio Virtual Academy reserves the right to change, modify, amend or repeal all or any part of this Grievance Procedure.

Transcript Requests

To request a high school transcript, access JustFOIA at:
<https://ohva.justfoia.com/publicportal/home/newrequest>

Transfer Students

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

Transferring Course Credit/Mid-Year Course Placements

Students who enter OHVA 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.

OHVA teachers may request assessments in order to determine the most appropriate placement within the OHVA course. The OHVA 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 OHVA course assessments.

A final determination on course placement, placement in 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 OHVA 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 K12 curriculum.

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 Ohio Virtual Academy High School for at least four semesters, including 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.

Violations Leading to Expulsion

Any combination of the above offenses as well as the following violations will lead to expulsion, following the due process procedures noted above.

- *Weapons – a student who displays or is in possession of an object normally considered a weapon (other than a firearm) such as a knife 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, BB 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, with the exception of law enforcement officers, no person shall have in their 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 had been convicted of or adjudicated delinquent for committing 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 as described in paragraphs A and B, regardless of where the complicity took place.
 - 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.



OHVA Vision & Purpose Statement

Our Approach: Student-centric. Innovative.

Our People: Passionate. Engaged.

Our Students: Inspired. Empowered. Educated.

Culture

Embrace diversity and inclusion
Collaborative
Shared leadership
Mutual trust, respect and value
Supportive

Standards

Driven by student success
Individualized
Clear communication and expectations
Ongoing reflection and improvement
Policies and procedures to establish a
Safe Environment

Community

Ensure a sense of community within our
school across all 88 counties in Ohio
Wrap-around services
Staff and parent led functions, outings,
forums, clubs
Booster, Parent Compact, PAC

Support

Learning Coach Academy
Professional Development driven by data

Withdrawal Process

Parents who decide to withdraw their student from OHVA should notify their advisor. The advisor will contact the parent to ascertain the reason for the withdrawal. Parents will be requested to complete the online Parent Withdrawal Form in order for the school to begin the withdrawal process.

The parent must confirm the public, private, or homeschool the student will be attending following withdrawal from OHVA, using the online form. All attendance hours and progress should be recorded in the Online School through the last day of enrollment.

The withdrawal and the reason for it will be immediately transmitted to the OHVA Records department. The OHVA Records department will proceed in accordance with Ohio law. The OHVA Records department will process the withdrawal, alert the residential district, and send records to the stated school of intent. K12 will send pre-paid shipping labels to return shipments, and the supplied computer hardware and materials must be returned in a timely manner.

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 higher incidence of school dropouts. If you are considering withdrawing your student from OHVA, make every effort to reach out to your student's teacher(s), advisor, school counselor, or principal for academic assistance.

When a student withdraws from OHVA for a reason other than a change of residence and does not enroll in another approved school or program, the Head of School, or designee, is obliged to report this fact within 2 weeks following the withdrawal to the Registrar of Motor Vehicles and the Juvenile Court consistent with ORC 3321.13(B). Under the law, the Registrar may take action 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.

Work Permits

- *Contact your school counselor for a work permit application*
- *Only one work permit can be issued at a time. If a student gets a new job, the previous work permit will be revoked and a new work permit must be issued. It is the student's responsibility to notify the school counselor of any changes.*
- *Students must be passing two-thirds of their current courses in order to have a work permit issued. A work permit can be revoked if a student falls below passing requirement.*
- *More information is available at:*
<https://sites.google.com/view/ohvaschoolcounselingdepartment/collegecareer/work-permit-requests?authuser=0>



PROOF OF RESIDENCY GUIDELINES

FAMILIES MUST SUBMIT ATLEAST ONE (1) PROOF OF RESIDENCY

Criteria:

- *The legal guardian(s) must be listed on all documents as well as the service or physical address.*
- *All documents, with the exception of a lease or deed, must be dated within the last 60 days of the submission.*

Acceptable Documents

- Land contract with signature page
- Deed
- Mortgage Statement
- Closing papers with signature page (if a new home was recently purchased)
- Lease agreement
 - The lease agreement must be valid for at least one year with a start and end date shown. **NO** month-to-month agreements.
 - Make sure to include the front page listing the tenant's name, term dates of the lease, address and signature page
 - The legal guardian must be listed on the lease
- Utility bill (water, electric, gas, propane)
- Current letter from the utility company which must be on company letterhead and state that you are receiving services to your residence
- Trash bill
- Renter's or home insurance statement/bill
- Internet bill
- Correspondence from Job and Family Services or Social Security for those receiving benefits (Other than initial applications)
- Real estate tax bill
- Current year W2
- Recent pay statement
- **PNC/Pinnacle Address Verification Services**
 - **This option is available at the discretion of OHVA. If at any point the school has reason to believe that the reported address is no longer valid, a legal guardian will be required to provide another valid document from the approved list for verification.**

***If you are sending a bill, OHVA will need to see the whole statement. NO payment stubs will be accepted. Please feel free to black out your account number and any private information. If you are unable to supply any of the items listed, please contact addresschange@ohva.org

Documents can be submitted to:

Fax: (440) 209-7795

addresschange@ohva.org

Mail: CO Address Changes 1690 Woodlands Drive Suite 100, Maumee, OH 43537

HEALTH AND SAFETY

Number	Policy	Date Amended
401	Administering Medication	6/11/2024
402	Anti-Harassment, Bullying	6/11/2024
403	Child Abuse and Neglect Reporting Policy	6/11/2024
404	Diabetes Care Policy	6/11/2024
405	Drug Free Schools Policy	6/11/2024
406	Drug Free Workplace Policy	6/11/2024
407	Emergency Situations	6/11/2024
408	Employee Safety and Health	6/11/2024
409	Food Allergy Policy	6/11/2024
410	Missing Children Policy	6/11/2024
411	PBIS and Seclusion and Restraint	6/11/2024
412	Policy on use of Medications (including inhalers)	6/11/2024
413	Possession and Use of Epinephrine Autoinjector Authorization Policy	6/11/2024
414	Severe Weather	6/11/2024
415	Smoke Free Workplace	6/11/2024
416	Use of Tobacco Policy	6/11/2024
417	Workplace Injuries or Illnesses	6/11/2024
418	Workplace Violence	6/11/2024

OHVA POLICY ADMINISTERING MEDICATION TO STUDENTS

The purpose of this policy is to provide control over the administration and use of medications by students of the Ohio Virtual Academy; to ensure that such drugs prescribed by a physician are administered according to the instructions of the prescribing physician; and to promote and facilitate good health and medical treatment of students of the Ohio Virtual Academy.

Definitions

“Drug prescribed by a physician” defined: As used in this policy, “drug prescribed by physician” means a drug prescribed in ORC 3313.716 that is to be administered pursuant to the instructions of the prescribing physician, whether or not such drug is required by law to be sold only upon a prescription. Could be, but not limited to: inhalers, epinephrine injectors, diabetic care medications.

Persons Authorized to Administer Medications

No drug shall be administered to a student except by the following classes of persons employed by the Ohio Board of Trustees: the drug must be administered, by the department principal or designee (designee is limited to professional staff, principal’s secretary, and coaches).

If the administration of any drug prescribed by a physician requires specific training, such as an injection, no such person shall administer such drug to a student unless trained to use such procedures. The training and delegation of medication administration responsibilities to designated staff is the responsibility of the trained school designee.

Authorization Requirement

For a student whose medication must be administered at school, one of the following applicable forms must be completed by the student’s parents or legal custodians and submitted to the school designee assigned to the school building attended by the student:

- Prescribed Medication Administered by School Personnel
- Non-Prescription Medication Administered by School Personnel
- Student Carry and Administer Own Prescription Medication
- Student Carry and Administer Own Inhaler
- Student Carry and Administer Own Non-Prescription Medication

In order to allow medication administration, the forms must include the following information:

- Name and date of birth of student
- School and class in which the student is enrolled
- Name of medication, strength, dose to be administered
- Time or intervals at which each dose of the medication is to be administered
- Reason for which the medication has been prescribed
- Date the administration of the medication is to begin
- Date the administration of the medication is to cease

- Any severe reactions which should be reported to the prescriber and the telephone number at which the prescriber can be reached in an emergency
- Special instructions for the administration of the medication, including sterile conditions and storage
- In the case of inhalers, instructions must be provided for severe reactions that may occur to another child, for whom the inhaler is not prescribed, should such child receive a dose of the medication

New forms must be submitted at the beginning of each school event and for each new medication. Forms are to be submitted to the school designee in charge of the event.

New forms must be submitted, according to policy, if any of the information provided by the physician or parent, changes in any way (i.e. strength, dose, frequency, etc.).

The medication and signed forms must be brought to the school before medication may be administered by designated personnel. **THE PARENT OR OTHER RESPONSIBLE ADULT MUST PERSONALLY DELIVER THE MEDICATION TO THE SCHOOL.**

Prescribed medication shall be received in the container in which it was dispensed by the licensed prescriber/licensed pharmacist and be labeled with:

- Student's name
- Name of medication and strength
- Dose of medication
- Times or intervals of administration

OTC medications must be in the original container labeled with the child's name.

Ohio Virtual Academy personnel are not obliged to administer experimental medication or medication dosages that exceed those approved by the US Food and Drug Administration.

Medications not regulated by the U.S. Food and Drug Administration (i.e. herbal supplements, homeopathic remedies) will be treated as prescription medications, and physician authorization must be provided using the forms previously described in this policy.

First doses of medications should always be administered at home to ensure that the student is not allergic to medication.

Documentation of all medication administered by school personnel will be made on the student's individual Medication Administration Record. Such records will be filed in the student's permanent health record at the end of each school year.

The school Administration shall establish a system for filing and retaining copies of all parental and physician requests and statements concerning medication administration to students.

- No person who has been authorized by the Board of Trustees to administer a drug to a student under this policy shall be liable in civil damages for administering or failing to

- administer the drug, unless such person acts in a manner that constitutes gross negligence or reckless misconduct.
- Nothing in this policy shall require a person otherwise authorized under this policy to administer a drug to a student if such an employee objects, on the basis of religious convictions, to administering the drug, provided however that said employee ensures that another District employee authorized to administer medication to students under this policy is available and able to administer any necessary medications to students.
- In the event that a medication error is made, the parent will be notified and encouraged to call their child's physician as needed. In the case of an emergency resulting from a medication error, District staff shall take necessary reasonable action to ensure the health and welfare of the student. A medication error form will be completed by the staff person responsible for the administration of the medication in question.
- No later than fourteen days after receipt of an order signed by the treating practitioner of a student with diabetes, the governing authority shall inform the student's parent, guardian, 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.

Medications Administered by School Personnel

Medications administered by school personnel fall into one of two categories: prescription medication and non-prescription medication.

- Prescription medication Administered by School Personnel: Students who require prescription medication to be administered during the school day must provide written authorization from the student's parent, guardian, or other person having care or charge of the student, as well as written authorization from the student's physician who prescribed the medication. Form IIIA1 must be completed and submitted with the above required information prior to the administration of any medication.
- Non-Prescription Medication Administered by School Personnel: The Board of Education recognizes that at times students may benefit from parent-recommended OTC medications for symptomatic treatment of minor illnesses, allergy, or pain. Under this policy, administration of OTC medications may be allowed with parental consent only. Form IIIA2 must be completed and submitted with the above-described information.

Self-Administered Medications

Determination of Student Eligibility

The determination of whether a student is eligible to self-administer medications under this policy will be made by the building principal. Before this determination is made, the school may consult with the student's parent, guardian, or other persons having care of charge of the student. A student's age and maturity, along with other relevant factors (such as type of medication, reason for medication, and how long it is to be taken) will be taken into consideration when determining a student's eligibility to participate in a self-administration program. Carrying medication for self-administration is a limited privilege which may be revoked should the student fail to follow school policies and procedures safely and properly.

Student Carry and Administer Own Prescription Medication

Students may be permitted to self-administer drugs prescribed by a physician as long as written authorization is obtained from both the physician and legal guardian of the student utilizing form IIIA3 as stipulated above. The student's right to administer his/her prescription medication shall be limited to medical emergencies or where self-administration is necessary to prevent medical emergencies. Controlled substances cannot be self-administered by students under any circumstances and must be administered by designated school personnel.

Student Carry and Administer Own Inhaler

Ohio law recognizes the right of asthmatic students to carry and self-administer asthma inhalers to alleviate asthmatic symptoms, or before exercise to prevent the onset of asthmatic symptoms as long as all the information on form IIIA4 is provided. Both parent and physician authorization is required.

Student Carry and Administer Own Non-Prescription Medication

Students may be permitted to self-administer OTC medications only if the District receives prior written authorization from the student's parent, guardian, or other person having care or charge of the student and the student is determined to be eligible to participate under this section of the policy.

Medication Administration during School Trips

If the school designee accompanies students on a trip. S(he) will be responsible for medication administration unless otherwise noted.

For school trips lasting one day or less:

- The individual who routinely administers medication at school will provide the designated district employee with the Field Trip Medication Form, along with the labeled prescription medication bottle or original container (for OTC medications), and instructions for administration.
- Liquid medications will be kept in a sealed plastic bag with the appropriate measuring/administration device.
- Students may carry their own inhalers and certain other medications with appropriate documentation on file in accordance with this policy.
- The person who routinely administers medication at school will review all relevant information with the person designated to administer medication on the school trip.
- The person designated to administer medication on a school trip will complete a Field Trip Medication Form for all medication given, and the completed forms will be returned to the school nurse at the end of the field trip along with remaining medication.
- Upon return from the trip, medication that has been given will be recorded on the student's Medication Administration Record (MAR). Field trip medication forms will be kept on file in the student's health folder.

OCR Reference: 3313.718, 3313.716, 3313.7112, 3313.713

For school trips lasting more than one day:

- The parent will provide the designated district employee who will be administering medication on the trip with the labeled prescription bottle or original container (for OTC medications) with the appropriate amount of medication (to last the extent of the trip) in it. Written parental authorization and additional physician orders may be needed for doses or medication not ordinarily administered by school personnel.
- Liquid medication will be kept in a sealed plastic bag with the appropriate measuring/administration device.
- Students may carry their own inhalers and certain other medications with appropriate documentation on file in accordance with board policy.
- The person who routinely administers medication at school will review the above information with the person designated to administer medication on school trip. Copies of the Medication Authorization forms must accompany all medications to be administered. Instructions on documentation using the student's MAR will be completed and forms provided at this time.
- The Medication Administration Records will be completed by the person designated to administer medications on the trip.
- If parents accompany their children on the trip, they will be responsible for the administration of medication to their own child. If this is the case, documentation should be made on the student's MAR accordingly.

Communication of this Policy to Parents

The Board of Trustees shall communicate this policy to the parent, guardian, or other person having care or charge of each student enrolled or to be enrolled in the District and shall require such person(s) to acknowledge receipt of such information.

Legal References: ORC 2305.23, 2305.231, 3313.712, 3313.713, 3313.716, 3314.14, 4723-13-04, 4729.02, OAC 3301-35-03(c)(1), (D)(5,9)

Anti-Bullying Policy: Prohibition against Harassment, Intimidation, Bullying, and Hazing

Students who have been determined to have engaged in prohibited behaviors are subject to disciplinary action, which may include suspension or expulsion from school. OHVA'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, bullying, or hazing will not be tolerated by students, faculty or school personnel.

Harassment, intimidation, bullying or hazing means any of the following:

- Any intentional written, verbal, graphic or physical act that a student or a 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 or computer, pager, personal communication device, or other electronic communication device ("cyberbullying") and the behavior causes mental or physical harm to the other student/school personnel **and** is sufficiently severe, persistent or pervasive that it creates an intimidating, threatening or abusive educational environment for the other student/school personnel.

"Hazing" means doing any act or coercing another, including the victim, to do any act of initiation into any student or other organization or any act to continue or reinstate membership in or affiliation with any student or other organization that causes or creates a substantial risk of causing mental or physical harm to any person, including coercing another to consume alcohol or a drug of abuse, as defined in section 3719.011 of the Revised Code. In evaluating whether conduct constitutes harassment, intimidation, bullying, or hazing, special attention should be paid to the words chosen or the actions taken, whether such conduct occurred in front of others or was communicated to others, how the perpetrator interacted with the victim, and the motivation, either admitted or appropriately inferred.

The prohibition of harassment, intimidation, bullying (including cyberbullying), or hazing 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 OHVA Board of Trustees or the OHVA administration.

Complaint Procedure for Harassment

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

Grade principals, assistant principals, and the Head of School have the responsibility for conducting investigations concerning claims of harassment, intimidation, bullying, and/or hazing. The investigator(s) shall be a neutral party having had no involvement in the complaint presented.

Any student, OHVA employee, 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 their concerns.

Teachers and other school staff who witness acts of harassment, intimidation, bullying, or hazing, as defined above, shall promptly notify the appropriate principal and/or 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 parent reports of suspected harassment, intimidation, bullying, or hazing shall promptly notify the appropriate principal and/or 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 principal or designee. If the report is an informal complaint by a student that is received by a teacher or other professional employee, they shall prepare a written report of the informal complaint which shall be promptly forwarded (no later than the next school day) to the appropriate principal or designee.

In addition to addressing both informal and formal complaints, school personnel are encouraged to address the issue of harassment, intimidation, bullying and hazing in other interactions with students. School personnel may find opportunities to educate students about harassment, intimidation, bullying, and hazing 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 purpose or effect of ridiculing, humiliating, or intimidating another student even if such conduct does not meet the formal definition of “harassment, intimidation, bullying, or hazing”

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

Step One

Any complaints, allegations, or rumors of harassment, intimidation, bullying and/or hazing shall be presented to the appropriate principal or assistant principal or the Head of School. Students may also report their concerns to teachers or counselors who will be responsible for notifying 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, bullying, and/or hazing 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.

Step Two

The administrator/Board President receiving the complaint shall promptly investigate. Parents will be notified of the nature of any complaint involving their student. The administrator/Board President will arrange such meetings as may be necessary with all concerned parties within five (5) workdays after receipt of the information or complaint. The parties will have an opportunity to submit evidence and a list of witnesses. All findings related to the complaint will be reduced to writing. The administrator/Board President conducting the investigation shall notify the complainant and parents 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 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.

Step 3

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) workdays 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) workdays 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, bullying, and/or hazing.

Hazing Complaints

In accordance with Collin's Law: The Ohio Anti-Hazing Act, complaints of hazing will be immediately reported to law enforcement in the county in which the victim of hazing resides, or in which the hazing is occurring or has occurred.

Publication Requirements

This policy shall be publicized in student handbooks, parent 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, bullying, or hazing behavior by any student of OHVA is strictly prohibited, and such conduct may result in disciplinary action, including suspension and/or expulsion from school. “Harassment, intimidation, bullying, or hazing” in accordance with Ohio Revised Code 3313.666 means any intentional 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 a school-sponsored activity 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 OHVA Board of Trustees or the OHVA 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 of 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 the other students.*

Retaliation/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, bullying, and/or hazing, 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, bullying, and/or hazing.

Remedial Actions

Verified acts of harassment, intimidation, bullying, or hazing, 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 goal that any such prohibited behavior will cease.

Harassment, intimidation, bullying, and hazing 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, bullying, and hazing. While conduct that rises to the level of “harassment, intimidation, bullying, or hazing” 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 them 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, bullying, and/or hazing when the past interventions have not been successful eliminating prohibited behaviors.

In addition to the prompt investigation of complaints of harassment, intimidation, bullying, or hazing 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, bullying, and/or hazing from additional harassment, intimidation, bullying, and/or hazing 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.

Training

Students will be provided with age-appropriate information on the recognition and prevention of harassment, intimidation, bullying, and hazing, including dating violence prevention education in grades 7-12, and their rights and responsibilities under this and other OHVA policies, procedures, and rules, at student orientation sessions and on other appropriate occasions. Parents will be provided with information about this policy and procedure, as well as information about other OHVA rules and disciplinary policies. This policy and procedure shall be reproduced in student, staff, volunteer, and parent handbooks.

Information regarding the policy on harassment, intimidation, bullying, and hazing behaviors shall be incorporated into training materials used with employees. The in-service education provided to middle and 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 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 district shall also investigate for the purpose of determining whether there has been a violation of school policy, even if law enforcement or CPS officials are also investigating. All school district personnel shall cooperate with investigations by outside agencies.

Other Actions

In addition to, or instead of, filing a harassment, intimidation, bullying, or hazing 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, bullying, or hazing, 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.

Semi-annual Summary

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

Reporting Suspected Child Abuse and Related In-service Training

1. All employees of the Ohio Virtual Academy who know or suspect that a child under 18 years of age or a disabled child under 21 years of age has suffered or is suffering any type of abuse or neglect are required to report such information to the Public Children Services Agency or the local law enforcement agency in the county in which the child resides or in which the abuse or neglect is occurring or has occurred.
2. In accordance with applicable law, in-service training in the prevention of child abuse, violence, and substance abuse and the promotion of positive youth development will be provided for all OHVA employees who are employed as a nurse, teacher, school psychologist, or administrator. To this end, the Board will either adopt or adapt the curriculum developed by the Department of Education for in-service, or develop, in consultation with the public or private agencies or persons involved in child abuse prevention or intervention programs, a program of in-service training in the prevention of child abuse, violence, and substance abuse and the promotion of positive youth development. All administrators employed by third parties must also obtain this same type of in-service training.
3. School safety and violence prevention will be included in the above in-service training program. For this purpose, OHVA shall either adopt or adapt the curriculum developed by the Department of Education or shall develop its own curriculum in consultation with public or private agencies or persons involved in school safety and violence prevention programs.
4. Each person employed by the school to work as a nurse, teacher, counselor, school psychologist, or administrator shall complete at least four hours of the in-service training within two years of commencing employment with the Ohio Virtual Academy, and every five years thereafter. All school employees and administrators must satisfy this requirement.

Legal References:

ORC 2151.421

ORC 3319.073

Diabetes Care Policy

In relation to 504 Plans and in accordance with the Ohio Revised Code 3313.712 and 3313.713, no later than fourteen days after the receipt of an order signed by the treating practitioner of a student with diabetes, the OHVA 504 Coordinator shall inform the student's parent, guardian, 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 504 Coordinator shall use the Information Letter to Parent and the Parent Permission Form for 504 Evaluation recommended by the Ohio Department of Education.

Drug Free Schools

In accordance with federal law, the Ohio Virtual Academy prohibits the use, possession, 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, and dangerous controlled substance as defined by State statute or substance that could be considered a “look-a-like” 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, OHVA will also notify law enforcement officials. OHVA 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 parents should contact the school Principal or counseling office whenever such help is needed.

Drug Free Workplace Policy

Any individual who conducts business for the school, is applying for a position or is conducting business on the school's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to full-time employees, part-time employees, and off-site employees.

The policy of OHVA is to maintain a drug-free workplace. As a condition of continued employment, all OHVA employees must comply with this policy. The term "workplace" is defined as OHVA property, any OHVA-sponsored activity, or any other site where the employee is performing work for OHVA or representing OHVA. The term "drug" as used in this policy includes alcoholic beverages and prescription drugs, as well as illegal inhalants and illegal drugs and/or controlled substances as defined in schedules I through V of the Controlled Substances Act, 21 U.S.C. Sec. 812, 21 C.F.R. Sec 1308, and the state and local law of the jurisdiction where the workplace is located, including, but not limited to, marijuana, opiates (e.g., heroin, morphine), cocaine, phencyclidine (PCP), and amphetamines.

If an OHVA employee's primary worksite is a home office, alcohol may be permitted in the home, but drinking alcohol and/or being under the influence of alcohol is strictly prohibited during working hours. An employee who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including immediate termination of employment.

Prohibited activities under this policy include the possession, use, sale, attempted sale, distribution, manufacture, purchase, attempted purchase, transfer, or cultivation of drugs, as defined above, in the workplace, as defined above. Employees are also prohibited from being at the workplace with a detectable amount of drugs in their system. However, the use and/or possession of prescription drugs, when taken as directed and obtained with a valid prescription, shall not be a violation of this policy.

Notification of Convictions

Any employee who is convicted of a criminal drug violation must notify the school in writing within five calendar days of the conviction. OHVA will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Assistance

Ohio Virtual Academy recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation.

To Support Our Employees Our Drug-Free Workplace Policy

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.

- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems.

**Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan.*

*However, the ultimate financial responsibility for recommended treatment belongs to the employee**

Confidentiality

All information received by the school through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Emergency Situations

To protect the safety and welfare of employees, OHVA has emergency procedures which can be found in the employee break room (Administrative Office). Employees have the responsibility to be familiar with the Emergency Procedures.

Any employee with mobility, visual, hearing, or other conditions that may hinder them from becoming aware of an emergency or evacuation should disclose their condition to Human Resources so that special assistance can be provided should an emergency occur.

General Guidelines in an Emergency

Know important emergency numbers:

Police/Fire/EMS: 911

Human Resources: 571-453-7883 ext. 1123

Operator: 419-482-0048 ext. 2000

Be aware of your surroundings:

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

Stay calm and think through your actions

In case of emergency, it is important for all employees to remain calm and take the appropriate actions:

Step 1

Immediately inform management of the emergency, if practical, and call local safety/security personnel or 911, if appropriate.

If it is safe to do so, remain at or near the scene until help arrives to provide direction or assistance

Step 2

In the case of a fire or explosion, evacuate the immediate area and make any injured person comfortable.

Do not move a severely injured person, unless they are in immediate danger of further injury.

Do not administer any drugs or food to an injured person. If necessary, a first-aid kit can be found in the employee break room (Administrative Office).

Step 3

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

Step 4

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

Step 5

If employees notice any evidence of tampering with the doors or windows to the offices, remain outside or leave the office immediately.

Step 6

Contact the police and provide information as requested upon their arrival.

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

Fire Evacuations

General Fire Evacuation Protocol

Step 1

Employees will be notified of a fire by either the fire alarm system or a paged announcement.

Step 2

Upon hearing the alarm, immediately evacuate the building using the closest stairwell exit.

Do not use the elevators or delay evacuation to gather personal belongings, finish a phone call or wait for friends.

Step 3

Notify Emergency Floor Leaders or their backups.

All employees who are not members of a response team should stay together in the designated location so periodic updates on the situation can be communicated—do not go home, wait in your car, return to the building, or go to another building unless directed by an Emergency Floor Leader to do so

If You Discover a Fire**Step 1**

Alert other persons in the immediate hazard area.

Step 2

Activate the nearest fire alarm and call 911

Call the receptionist and page an emergency announcement, if possible.

Step 3

If you have been trained to use a fire extinguisher, follow these instructions:

- Pull the safety pin.
- Aim the nozzle at the base of the fire.
- Squeeze the operating lever.
- Sweep side to side, covering the base of the fire always staying between the fire and an exit.

Never feel that using a fire extinguisher is required, and if the fire is too hot, too smoky or you are frightened, evacuate immediately

Floor Leaders and Backups Protocol**Step 1**

Check in conference rooms, restrooms and offices to ensure all employees have evacuated, then close all doors after clearing an area. Emergency Floor Leaders should be the last persons to leave the area.

Step 2

Upon exiting the building, report to Operation Manager for headcount confirmation by the Emergency Floor Leaders.

Step 3

If an employee or known guest or visitor is missing, immediately report the missing person's name to an Emergency Floor Leader who will in turn report it to the proper School and civil authorities

Medical EmergenciesMedical Emergency Protocol**Step 1**

Upon discovering a medical emergency, call 911.

Call the receptionist and page an emergency announcement, if possible

Step 2

Stay with the ill or injured person, being careful not to come into contact with any body fluids unless properly trained and protected.

Step 3

Send one person to alert Human Resources so they can notify family members of the ill or injured person.

**Employees in the immediate vicinity of the emergency, but not involved in the emergency effort, should leave the area*

Severe Weather Emergency

In the event severe weather conditions occur at a time when you have not yet reported to work, you should report to work as usual unless otherwise notified, but only if you are able to do so safely.

Severe Weather Emergency Protocol**Step 1**

Once a severe weather is issued, an administrator will monitor the weather and immediately make an announcement

Step 2

Employees should immediately seek shelter in the main hallways or exit stairways away from all windows

The receptionist will take the weather radio with them and continue monitoring.

Step 3

When the severe weather warning is canceled, an administrator will send Emergency Floor Leaders to each floor to advise that it is safe to return to work areas, and then will make a general announcement over the paging system.

EMPLOYEE SAFETY & HEALTH

It is the policy of OHVA to provide its employees a safe workplace and to follow procedures aimed at safeguarding all employees. Safety is everyone's responsibility. Every supervisor is expected to devote the time and effort necessary to ensure the safety of employees at all times. Employees must learn and follow the safety practices and procedures for their jobs. This includes compliance with all safety rules and use of safety devices and personal protective equipment required.

In addition, it is important to correct or report all safety, health, and fire hazards to supervisors promptly who will take action to remedy the situation. Employees must report any incident to Human Resources immediately. Management and Human Resources must be made aware immediately of all workplace injuries or potential hazardous situations in order for OHVA to evaluate the situation and implement any necessary corrective action.

Responsibilities of the employee include:

- Obey the safety rules.
- Follow safe job procedures and not take shortcuts.
- Keep work areas clean and free from slipping or tripping hazards.
- Use care when lifting and carrying objects.
- Observe restricted areas and all warning signs.
- Know emergency procedures.
- Report unsafe conditions to supervisors or Human Resources.
- Promptly report every accident and injury to a supervisor or Human Resources.
- Follow the care prescribed by the attending physician when treating for an injury or illness.
- Attend all employee safety meetings.
- Participate in accident investigations.
- Do not climb on shelves or use any object in place of a ladder, such as a chair, to obtain materials that are out of normal reach. Ask for assistance or get a ladder.

- Clean up all spills immediately.
- Do not allow trash to accumulate in storage areas or near machines.
- Keep electrical contacts clean.
- Ground all electrical equipment.
- Keep all fire lanes open

Ohio Virtual Academy Food Allergies Policy

The OHVA Board of Trustees recognizes that food allergies in some instances may be severe and even life threatening. As mandated by Section 3313.719 of the Ohio Revised Code, this policy is intended to create a framework for accommodating students with food allergies and to reduce the likelihood of allergic reactions of students with known food allergies while participating in school activities or events.

Because OHVA is an online school and students typically receive their education while at home, there are limited opportunities for students to be exposed to food allergens that could cause an allergic reaction. Further OHVA does not typically provide students with any regular meals or food. Students are able to participate in a variety of activities and events sponsored by the school. These activities and events may include offerings of a snack or other food as part of the event, or possibly food is offered by entities or individuals unrelated to the school. The majority of school events and activities require parental attendance in addition to the student. Because the offering of food is a rare event, it is important for all students and parents to follow this policy when such activities present themselves.

A. Parent/guardians and student responsibilities

1. Parents / guardians of students with allergies and students with allergies age eighteen or older, shall:
 - a. Notify in writing the school activity leader or homeroom teacher when they first become aware the student has a food allergy as well as at the beginning of each school year thereafter;
 - b. Provide a healthcare provider-documented allergy and a diet modification order as necessary;
 - c. Provide the school activity leader or homeroom teacher (as the situation warrants) with prescribed emergency medications;
 - d. Execute a medication authorization form, and/or permission to carry and self-administer epinephrine auto-injector (epi-pen) form, as well as the following documentation, as appropriate:
 - i. Food allergy action plan;
 - ii. Anaphylaxis emergency action plan;
 - iii. Diet order
2. Parent / guardians (and 18 year old students) are responsible for educating their students about allergy management at school events and activities. Allergy management and education includes, without limitation, identification of “safe foods” by reviewing together possible food options being offered and discussion of the vigilance required to self-monitor food products available at school functions and in vending machines at school events.

B. OHVA Staff and OHVA Administration responsibilities

1. OHVA will cooperate in the development of a food allergy action plan for students with food allergies. The food allergy action plan will address the actions to be taken to reduce exposure at school events and activities, as well as what actions will be taken in the event of exposure. The plan shall be developed through consultation with the leader of the school activity or event or homeroom teacher (as the situation warrants), parents/guardians of the student and the student's health care provider. The plan will be effective for the school year in which it is developed and shall be reviewed and, if necessary, revised at the beginning of each following school year. With parental consent, OHVA will share the food allergy action plan with appropriate school staff.
2. Any food products to be provided as part of a school event or activity will be carefully monitored and chosen by considering the food allergies of those students participating in the activity or event. If it is unknown in advance which students will be participating in a given event or activity, then the event leader will seek administration approval in advance of any food being offered at the event. No food will be provided during school events or activities except with prior consultation with administration.
3. At least one school employee who has received instruction in the recognition of food allergy reactions will be present when students are being served food provided by the school during school events or activities.
4. The Head of School shall develop procedures concerning the provision of food at school events and activities and post these procedures in staff and parent handbooks as well as on the school website. The Head of School shall also make appropriate forms available on the school website.

Missing Children

OHVA will provide resources and information to staff and families to be informed of issues related to missing children. Resources include:

- The National Center for Missing and Exploited Children www.missingkids.com
- Team Hope – The mission of Team HOPE is to assist families with missing, exploited, and recovered children by offering peer support including empowerment, emotional support, and coping skills from a trained volunteer who has had or still has a missing or exploited child. www.teamhope.org
- View additional information here - <https://www.ohioattorneygeneral.gov/Law-Enforcement/Local-Law-Enforcement/Ohio-Missing-Persons/Missing-Person-Resources/Missing-Persons-Resources>

Positive Behavior Interventions and Support and Seclusion and Restraint Policy and Procedure

The Board is committed to the school-wide use of Positive Behavior Intervention and Supports ("PBIS") with students. School Personnel shall work to prevent the need for the use of restraint and/or seclusion. PBIS emphasizes prevention of student behavior problems through the use of non-aversive techniques, which should greatly reduce, if not eliminate, the need to use restraint and/or seclusion.

School personnel who are properly trained are only permitted to physically restrain and/or seclude a student if there is immediate risk of physical harm to the student and/or others, there is no other safe and effective intervention possible, and the physical restraint or seclusion is used in a manner that is age and developmentally appropriate and protects the safety of all children and adults at the event.

Training in methods of PBIS and the use of restraint and seclusion will be provided to all school personnel deemed appropriate by the Head of School. Training will be in accordance with Ohio law. Only school personnel who are trained in permissible seclusion and physical restraint measures shall use such techniques.

Every use of restraint and seclusion shall be documented and reported in accordance with this Policy. Terms of this policy shall be defined consistent with OAC 3301-35-15.

This Policy shall be made available to parents annually and shall be published on the school's website.

Policy Rationale and Philosophy:

Ohio Virtual Academy believes that the school environment should be one that ensures the care, safety, and welfare of all students and staff members. Efforts to promote positive interactions and solutions to potential conflict should be exhaustive. As an online school, students receive their education through the use of a computer and are typically in their own homes. The school does not have a brick and mortar building where students attend to receive their education. The only times students are together are during state-required testing administration and other sanctioned events, such as picnics, field trips and other educational events. In the event that a student's behavior presents a threat of imminent harm to self or others, the student's family, if present, would be the first line of contact in order to determine how best to calm the child down. If the student began to threaten to hurt self or others, the police would be notified.

The use of approved physical intervention or seclusion strategies to maintain a safe environment may be used as a last resort by school personnel who have been properly trained.

PBIS means a school-wide systematic approach to embed evidence-based practices and data-driven decision making to improve school climate and culture in order to achieve improved academic and social outcomes, and increase learning for all students. PBIS encompasses a wide range of systemic and individualized positive strategies to reinforce desired behaviors, diminish reoccurrences of challenging behaviors and teach appropriate behavior to students.

School personnel are prohibited from engaging in the following practices under any circumstance:

Prone Restraint

Any form of physical restraint that involves the intentional, knowing, or reckless use of any technique that involves the use of pinning a student by placing knees to the torso, head or neck; uses pressure point, pain compliance, or joint manipulation techniques; or otherwise involves techniques that are used to unnecessarily cause pain. Corporal punishment; Child endangerment, as defined by ORC 2919.22; Deprivation of basic needs; Chemical restraint; Unapproved mechanical restraint; Aversive behavioral interventions (intervention intended to induce pain or discomfort for the purpose of eliminating or reducing maladaptive behavior; or Seclusion in a locked room or area.

Physical Restraint:

Physical restraint may be used only if:

1. A student's behavior poses an immediate risk of physical harm to the student or others and no other safe or effective intervention is available;
2. The physical restraint does not obstruct the student's ability to breathe;
3. 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 school personnel who are trained in safe restraint techniques, except in the case of rare and unavoidable emergency situations when trained personnel are not immediately available.

Physical restraint is never to be used for punishment or discipline or as a substitute for other less restrictive means of assisting a student in regaining control.

Because a student's parent is typically present during school sanctioned events, the parent would be consulted first as how to best calm the student down, and assist the student in regaining control. The parent is responsible for removing the student from the event before the student's conduct escalates to the point of needing to be restrained at the event.

School personnel will be trained that if a student is getting to the point of removal or possible restraint, the parent is to be consulted. If the child is in need of being physically restrained consistent with this policy, the parent is responsible for performing the physical restraint. If the parent is unwilling or unable, physical restraint may be performed by school personnel consistent with this policy.

For the safety of all students and school personnel, efforts will be made in advance of a testing situation to ascertain whether an alternative environment is necessary.

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 or effective intervention is available;
2. As a last resort to provide an opportunity for the student to regain control of his or her actions;
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 school personnel become incapacitated or leave the area; AND
 - c. Provides adequate space, lighting, ventilation and the ability to observe the student; AND
 - d. Under constant supervision by school personnel who are trained to be able to detect indications of physical or mental distress that require removal and/or immediate medical assistance and who document their observations of the student.

Seclusion is never to be used for punishment or discipline, for the convenience of school personnel, or as a substitute for other less restrictive means of assisting a student in regaining control.

Because a student's parent is typically present during school sanctioned events, the parent will be consulted first as to how to best calm the student down, and assist the student in regaining control. The parent is responsible for removing the student from the event before the student's conduct escalates to the point of needing to seclude the child at the event. School personnel will be trained that if a student is getting to the point of removal or possible seclusion, the parent is to be consulted. If the child is in need of being secluded consistent with this policy, the parent is responsible for implementing seclusion techniques such as removing the child from the event. If the parent is unwilling, unable or not present, seclusion may be performed by school personnel consistent with this policy.

For the safety of all students and school personnel, efforts will be made in advance of a testing situation to ascertain whether an alternative environment is necessary.

Reporting and Notification

Any incident of seclusion or restraint performed by school personnel shall be immediately reported to the Head of School and the parent. All such incidents shall be documented in a written report that will be made available to the parent within twenty-four hours and that is maintained by the school.

Training and Professional Development

The school will ensure an appropriate number of personnel at each event where students gathered together are trained in crisis management and de-escalation techniques. The school will maintain written or electronic documentation on training provided and lists of participants in each training.

School personnel shall be trained regularly on the requirements of this policy, Ohio Adm. Code 3301-35-15, and the school's policies and procedures regarding restraint and seclusion. The Head of School shall develop a plan regarding training school personnel as necessary to implement positive behavior intervention and supports on a system-wide basis.

Monitoring

The Head of School shall monitor the implementation of this policy and the school's procedures. This policy and subsequent procedures shall be accessible on the school website. The Head of

School shall be responsible for notifying all parents annually of the school's policies and procedures concerning seclusion and restraint.

Complaint Procedures

Parents with concerns regarding an incident of restraint or seclusion must provide a written complaint to the Head of School to initiate a complaint investigation. The Head of School or designee shall investigate the complaint and respond to the parent's complaint in writing within thirty (30) days of the filing of a complaint regarding an incident of restraint or seclusion. If the parent is not satisfied with the response provided, the parent may request to meet with the Board in executive session to address the situation.

Alternative Complaint Procedure

The parent of a student with a disability may choose to file a complaint with the Ohio Department of Education, Office for Exceptional Children, in accordance with the complaint procedures available concerning students with disabilities.

In accordance with the consent order entered in *Doe v. State of Ohio*, complaints alleging the improper use of restraint or seclusion on a student with a disability will be investigated by the Ohio Department of Education, Office for Exceptional Children, if the complaint otherwise falls within the procedures concerning state complaints under IDEA as set forth in Ohio Adm. Code Rule 3301-51-05(K) (4)-(6).

Complaints alleging injuries to a student with a disability or the use of restraints or seclusion shall not be deemed insufficient on the face of the complaint if they are framed within the context of IDEA, including: a pattern of challenging behaviors that are related to the student's disability; Whether the student has had or should have had a functional behavioral assessment (FBA) and a positive behavior support plan (PBSP); Whether the FBA and PBSP are appropriate; Whether the student's behavior and interventions are addressed or should have been addressed in the IEP; and Whether staff has been sufficiently trained in de-escalation and restraint techniques.

POLICY ON USE OF MEDICATIONS

The possession and use by students of medications and/or medical treatments (other than epinephrine autoinjector which is covered by another policy) at school and school activities can only occur as outlined below:

1. Parents, with their child's prescriber, must determine whether the medication schedule can be adjusted to avoid administering medication at school or school activities and must further determine if the student is capable of possessing and using the medication and/or medical treatments.
2. In order for the student to be permitted to take medication or to use an inhaler to self-administer asthma medication, the student must file with the school principal and the school nurse if one is assigned, a fully completed Parent Request and Authorization for Prescribed Medication or Treatment or Parent Request and Authorization for Possession and Use of Asthma Inhalers. These Authorizations, which include a Licensed Prescriber's Statement, are available from the school office as well as on the school website. These authorizations must be submitted annually and as necessary if any change occurs.
3. The Parent Request and Authorization for Prescribed Medication or Treatment shall contain the following:
 - a. Student's name and address
 - b. Name of medication/drug and dosage to be administered and/or procedure required to be followed
 - c. The time or intervals at which each dosage of the medication/drug is to be administered
 - d. Any severe adverse reaction that should be reported to the prescriber and one or more telephone numbers at which the prescriber can be reached in an emergency
 - e. A signed parental release that allows direct contact with the prescriber in an emergency reaction situation which will not supercede nor abrogate the Emergency Medical Form
 - f. Special instructions for administration of the medication/drug including sterile conditions and storage
 - g. The date administration of the medication/drug is to begin
 - h. The date administration of the medication/drug is to cease
 - i. Authorization of school personnel to administer the prescribed medication if necessary
 - j. Agreement/satisfactory arrangement to deliver the medication to/from school(i.e. medication must be received by the person authorized to administer it to the student for whom it is prescribed in the container in which it was dispensed by the prescriber or a licensed pharmacist)

- k. Agreement to re-submit Authorization if the medication, dosage, schedule, procedure, or any other information contained on the licensed prescriber's statement is changed or eliminated.
 - l. Prescriber's name, address, and telephone number
 - m. Probable side effects
 - n. An understanding that if the student is required to self-administer the medication, such should only occur in the presence of an authorized school employee or parent, unless the student is unable to do so due to the existence of an emergency.
4. The Parent Request and Authorization for Possession and Use of Asthma Inhalers, which includes the Licensed Prescriber's Statement, shall contain the following:
- a. Student's name and address
 - b. The name of the medication contained in the inhaler
 - c. The date the administration of the medication is to begin
 - d. The date, if known, administration of the medication is to cease
 - e. Any severe adverse reactions that should be reported to the prescriber and one or more telephone numbers at which the prescriber can be reached in an emergency
 - f. Any severe adverse reactions that may occur to another child, for whom the inhaler is not prescribed, should such a child receive a dose of the medication
 - g. Written instructions that outline procedures school employees should follow in the event that the student is unable to administer the inhaler or the medication does not produce the expected relief from the student's asthma attack
 - h. At least one (1) emergency telephone number for contacting the parent, guardian, or other person having care or charge of the student in an emergency
 - i. Any other special instructions from the prescriber
5. Upon proper authorization, a student may possess and use a metered dose inhaler or a dry powder inhaler either before exercise to prevent the onset of asthmatic symptoms or to treat the symptoms once they occur at school, or at any school activity, event, or program sponsored by the school or in which the school participates.
6. Students authorized to possess and use a metered dose or dry powder inhaler under this policy may not transfer possession of any inhaler or other medication to any student or permit any other student to use the inhaler medication.
7. School personnel are not authorized to assist a student in self-administering asthma medication unless the policy and procedures have been met.
8. All medications to be administered during school or school activities must be registered with the principal and appropriate approvals obtained.
9. Due to the on-line nature of the Ohio Virtual Academy, it is neither anticipated, nor expected, that school personnel will be in permanent possession of any medication

10. for students. However, school personnel for very limited purposes may be in possession of medication for students and all of the procedures outlined above, with the appropriate approvals must be obtained. Moreover, any time school personnel are required to administer medication, possess medication, or witness the self-administration of medication, such school personnel is to immediately log such event with the school principal, or school nurse if one is assigned.
11. Non-prescribed (over-the-counter) medications:
 - a. A student in grades 6-12 may be allowed to possess and self-administer an over-the-counter medication upon the written authorization of the parent. The parent must complete an Authorization for Nonprescribed Medication or Treatment and submit to the school principal for filing in the student's records.
 - b. If a student possesses a medication, his/her record should be checked to determine if the proper authorization is on file. If not, the matter is to be reported to the principal for disciplinary action. Depending on the situation, the principal will contact the parent to arrange to have the proper authorization submitted immediately and/or confiscate the medication until such authorization is obtained.
 - c. Dispensing of unauthorized, over-the-counter (OTC) medication by school employees to students is prohibited. Where investigation confirms such allegation, prompt corrective action shall be taken up to and including dismissal.

Ohio Virtual Academy

Authorization for the possession and use of OTC medication

Student Name: _____ Date: _____

Address: _____

Authorization is hereby given for the student named above to keep over-the-counter medication in his/her possession and self-administer the prescribed medication as permitted.

Medication Name: _____

Dosage: _____

Date the administration is to begin: _____

Date the administration is to cease: _____

Adverse reactions that should be reported to the parent: _____

Other special instructions _____

Parent/guardian names, signatures, and emergency phone numbers are required.

Parent/guardian name: _____ Phone: (H) _____

(W) _____

(C) _____

Parent signature: _____ Date: _____

Principal's signature: _____ Date: _____

*Parent, guardian, or other person having care or charge of the student, such as a grandparent or foster parent.

Licensed Prescriber's Statement

To the Prescriber:

Ohio Virtual Academy requires that all of the following information be provided before it will allow students to possess and/or self-administer medication or treatment during school activities.

Name of Student	Address
Teacher's Name	Class/Grade

I am a licensed health professional authorized to prescribe drugs, and I have prescribed the following medication to the above named student (specify the name of the drug)

Date the administration of the drug is to begin _____

Date the administration of the drug is to cease _____

Specify the dosage of the drug to be administered, and the times or intervals at which each dosage of the drug is to be administered _____

Specify and special instructions for administration of the drug, including the circumstances when the asthma inhaler should be used _____

Specify complete instructions that school employees should follow in the event that the student is unable to administer the asthma inhaler or the medication does not produce the expected relief from the student's respiratory concerns _____

The following severe adverse reactions may occur to another child, for whom the medication is not prescribed, should such child receive a dose of the medication _____

Report the following side effects (i.e. severe adverse reactions) to my office immediately _____

___ I have determined that the above named child is capable of possessing and self-administering the medication

___ I have determined that the above named child is not capable of possessing and self-administering the medication

I have provided the above named child with training as to the proper administration of this medication

Prescriber's signature _____ Phone _____

Printed/typed name _____ Date _____

FOR SCHOOL USE ONLY

Authorization

_____ has provided the requisite information to allow him/her to possess and use medication during school and at school activities. If the student uses the medication or a school employee is required to administer the medication to the student, the school employee shall immediately log such occurrence and shall request assistance from an emergency medical service provider, if deemed warranted.

Principal

POSSESSION AND USE OF EPINEPHRINE AUTOINJECTOR

Pursuant to ORC 3313.718, the possession and use by students of an epinephrine autoinjector to treat anaphylaxis at school and school activities can only occur as outlined below:

1. Parents, with their child's prescriber, must first determine whether the student is capable of possessing and using the epinephrine autoinjector.
2. IN order for the student to be permitted to possess and self-administer an epinephrine autoinjector, the student must file with the school principal and, the school nurse if one is assigned, a fully completed Parent Request and Authorization to Self-Administer Epinephrine Autoinjector. This authorization, which includes a Licensed Prescribers Statement, is available from the school office as well as on the school website. This Authorization must be submitted annually and as necessary if a change occurs.
3. The Parent Request and Authorization to Self-Administer Epinephrine Autoinjector, which includes the Licensed Prescriber's Statement shall contain the following:
 - a. Student's name and address
 - b. Name of medication/drug and dosage to be administered and/or procedure required to be followed
 - c. The time or intervals at which each dosage of the medication/drug is to be administered
 - d. Any severe adverse reactions that should be reported to the prescriber and one or more telephone numbers at which the prescriber can be reached in an emergency
 - e. A signed parental release that allows direct contact with the prescriber in an emergency reaction situation which will not supersede nor abrogate the Emergency Medical Form
 - f. The date administration of the prescribed medication/drug is to begin
 - g. The date administration of the prescribed medication/drug is to cease
 - h. Authorization of school personnel to administer the prescribed medication if necessary
 - i. Backup dose of the anaphylaxis medication (must be received in the container in which it was dispensed by the prescriber or a licensed pharmacist) has been provided to the principal or school nurse, if one is assigned
 - j. Agreement to re-submit Authorization if the medication, dosage, schedule, procedure, or any other information contained on the licensed prescriber's statement is changed or eliminated
 - k. Prescriber's name, address, and telephone number
 - l. Severe adverse reactions that may occur to the child using the autoinjector that should be reported to the prescriber
 - m. An acknowledgement that the prescriber has determined that the student is capable of possessing and using the autoinjector appropriately and has provided the student with training in its proper use

- n. Circumstances in which the autoinjector should be used
 - o. Written instructions that outline procedures school employees should follow in the event that the student is unable to administer the anaphylaxis medication or the medication does not produce the expected relief from the student's anaphylaxis
 - p. Any severe adverse reactions that may occur to another child, for whom the autoinjector is not prescribed, should such a child receive a dose of the medication
 - q. An understanding that if the student is required to self-administer the medication, such should only occur in the presence of an authorized school employee or parent, unless the student is unable to do so due to the existence of an emergency
4. Upon the student satisfying all of the requirements set forth in paragraph 3 above, the principal shall authorize the possession and use of epinephrine autoinjector by the student as prescribed, at school or at any activity, event, or program sponsored by or in which the school is a participant.
 5. If a student uses an autoinjector or a school employee is required to administer anaphylaxis medication to a student, a school employee shall immediately request assistance from an emergency medical service provider.
 6. If a student is not capable of possessing and/or administering epinephrine through an autoinjector, and the parents determine that it may be necessary for school employees to administer this medication at school activities, then the student must submit all of the information listed in paragraph 3 above and seek permission to have school employees administer the anaphylaxis medication as prescribed.

Cell phone number

Which number should be called first?

*Parent, guardian, or other person having care or charge of the student, such as a grandparent or foster parent.

Licensed Prescriber's Statement

To the Prescriber:

Ohio Virtual Academy requires that all of the following information be provided before it will allow students to possess and/or self-administer medication or treatment during school activities.

Name of Student	Address
Teacher's Name	Class/Grade

I am a licensed health professional authorized to prescribe drugs, and I have prescribed the following medication to the above named student (specify the name of the drug)

Date the administration of the drug is to begin _____

Date the administration of the drug is to cease _____

Specify the dosage of the drug to be administered, and the times or intervals at which each dosage of the drug is to be administered _____

Specify any special instructions for administration of the drug, including the circumstances when the autoinjector should be used _____

Specify complete instructions that school employees should follow in the event that the student is unable to administer the anaphylaxis medication or the medication does not produce the expected relief from the student's respiratory concerns _____

The following severe adverse reactions may occur to another child, for whom the autoinjector is not prescribed, should such child receive a dose of the medication _____

Report the following side effects (i.e. severe adverse reactions) to my office immediately _____

___ I have determined that the above named child is capable of possessing and using an epinephrine autoinjector

I have provided the above named child with training as to the proper use of an autoinjector

Prescriber's signature _____ Phone _____

Printed/typed name _____ Date _____

Ohio Virtual Academy

Authorization for the possession and use of Epinephrine Autoinjector

Student Name: _____ Date: _____

Address: _____

Authorization is hereby given for the student named above to keep emergency medication in his/her possession and self-administer the prescribed medication as permitted by law.

Medication Name: _____

Dosage: _____

Date the administration is to begin: _____

Date the administration is to cease: _____

Adverse reactions that should be reported to the prescriber: _____

Adverse reactions for unauthorized user _____

Procedure to follow if student is unable to administer the epinephrine autoinjector and school employee is required to assist _____

Other special instructions _____

Prescriber and Parent/guardian names, signatures, and emergency phone numbers are required.

Prescriber name: _____ Phone: _____

Parent/guardian name: _____ Phone: (H) _____

(W) _____

(C) _____

Parent signature: _____ Date: _____

Principal's signature: _____ Date: _____

FOR SCHOOL USE ONLY

Authorization

_____ has provided the requisite information, including backup dose of anaphylaxis medication, to allow him/her to possess and use an epinephrine autoinjector during school and at school activities. If the student uses the autoinjector or a school employee is required to administer anaphylaxis medication to the student, the school employee shall immediately request assistance from an emergency medical service provider.

Principal

SEVERE WEATHER

Ohio Virtual Academy will make every effort to maintain normal work hours even during inclement weather. Due to the nature of a virtual environment the threat of severe weather is limited. Occasionally, employees will be required to attend various meetings for business purposes. During those times when the threat of severe weather is imminent the employee will be advised by a supervisor or the person in charge of the meeting as to any delays or cancellations. If the employee feels that the weather situation is severe in a certain area the employee will need to contact their Lead Teacher as well as the person in charge of the meeting.

If the employee is not able to attend a scheduled meeting the employee will need to contact their Lead Teacher as to how the time not worked should be reported. In most cases where the majority of the employees attended a required meeting the employee will be required to use personal time to cover the missed event/meeting. The employee will then need to follow the Request for Time Off policy.

SMOKE FREE WORKPLACE

Ohio Virtual Academy believes that employees and visitors should be able to work and conduct business in a smoke-free environment. Smoking is not allowed in the OHVA building or within 25 feet of any school entrance or exit. Employees, vendors, and guests visiting the school need to go outside of the building to smoke.

Use of Tobacco

Ohio Virtual Academy and its Board of Trustees is committed to providing students, staff and visitors with an indoor tobacco and smoke-free environment. The negative health effects of tobacco use for both users and non-users, particularly in connection with secondhand smoke, are well established. Further, providing an indoor non-smoking and 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 a cigar, cigarette, pipe, chewing tobacco, snuff, or any other matter or substances that contain tobacco, as well as electronic, “vapor,” or other substitute forms of cigarettes. Additionally, “use of betel nuts” shall mean any and all use, possession, consumption or chewing of the areca nut (commonly known as the betel nut) or substances containing the areca nut. Papers used to roll cigarettes and smoking clove cigarettes or other substances are also prohibited.

The term “tobacco” includes any produce that contains tobacco, is derived from tobacco, contains nicotine, or e-cigarettes and other electronic smoking devices, but does not include any cessation product approved by the USDA for use as a medical treatment to reduce to eliminate nicotine or tobacco dependence.

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

OHVA cannot, even by indirection, condone the use of tobacco or the use of betel nuts. As such, OHVA prohibits the use of tobacco or betel nuts on school property and any school-related event.

WORKPLACE INJURIES & ILLNESS

OHVA is a state-funded employer through the Ohio Bureau of Workers' Compensation (BWC). The BWC, pursuant to Ohio law, provides certain benefits to employees for work-related injuries sustained in the course of and arising out of employment as well as illnesses contracted in the course of the employment. It also provides benefits to an employee's dependents in those cases of death suffered in the course of employment and arising out of employment. As a result, if any employee sustains a workplace injury or contracts an occupational disease, they may be eligible to receive compensation and benefits under the Workers' Compensation Act.

An employee who sustains a work-related injury must report the injury and its circumstances to their supervisor immediately following the occurrence of the injury. [The supervisor will then notify Human Resources so they can provide guidance to the employee for submitting their worker's compensation claim.](#) A First Report of Injury, Occupational Disease or Death application ("First Report of Injury") must be completed on the day of the injury and an accident investigation will be conducted in a timely manner. The failure of an employee to comply with this requirement may result in disciplinary action. No matter how insignificant an injury may seem at the time of occurrence, you shall notify your supervisor immediately.

WORKPLACE VIOLENCE

If you have reason to believe that events in your personal life could result in acts of violence occurring at work, you are strongly urged to confidentially discuss the issue with Human Resources so that a prevention plan can be developed.

Violence in the Workplace Protocol

Step 1

Any employee who feels that they have been threatened should immediately report the incident to their supervisor and Human Resources.

If you observe anyone exhibiting threatening behavior or making threatening statements, warn others in the area and immediately notify Human Resource

Stay away from the person exhibiting the threatening behavior

Step 2

Depending upon the level of concern, 911 may be called immediately.

Never attempt to confront any person exhibiting threatening behavior.

EMPLOYEE POLICIES

Number	Policy	Date Amended
501	Absenteeism	6/11/2024
502	Americans with Disabilities Act	6/11/2024
503	Anti-Harassment and Discrimination Policy and Complaint Procedure	6/11/2024
504	Background Check Policy	6/11/2024
505	Bereavement Leave	6/11/2024
506	Breaks/Recess	6/11/2024
507	Cell phones	6/11/2024
508	Child Care	6/11/2024
509	Direct Deposit	6/11/2024
510	Disclosure to External Parties	6/11/2024
511	Dress Code	6/11/2024
512	Emergency Contact Information	6/11/2024
513	Employment References	6/11/2024
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ABSENTEEISM

Regular attendance of staff members is essential for the success of OHVA. Absences that are not part of one of OHVA's leave policies may result in corrective action up to and including termination of employment.

AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) requires an employer to provide reasonable accommodations for qualified individuals with disabilities unless it would cause undue hardship. A reasonable accommodation may include a change in the work environment or in the way a job is performed that enables a person with a disability to perform the essential functions of the job or, for applicants, to be considered for the job.

If you require an accommodation, you must inform Human Resources of the need for an accommodation and engage in an interactive process regarding such accommodation. Human Resources will respond promptly to any request for accommodation. Any employee who is unable to resolve the issue of a reasonable accommodation may bring that issue to the Head of School, and then to the Board of Trustees.

ANTI-HARASSMENT & DISCRIMINATION POLICY

All Forms of Harassment Are Prohibited

OHVA values a professional environment where each employee is treated with respect and dignity. OHVA expressly prohibits any form of harassment based on sex (with or without sexual conduct), race, color, religion, pregnancy, national origin, ancestry, age, disability, sexual orientation, gender identity or expression, military status, or status as a veteran, or based on any other protected activity.

In order to create a productive work environment free of bias, it is OHVA's policy that conduct by any employee that harasses, disrupts or interferes with another employee's work performance, or that creates an intimidating, offensive or hostile work environment, will not be tolerated.

It is important to remember that even humor, when interpreted by another as offensive, may constitute a form of harassment. Any employee found to have engaged in harassment will be subject to appropriate disciplinary action, up to and including termination. This policy applies to workplace conduct, conduct at school-sponsored functions or while on school business, and to employees at all levels and positions within the school. Individuals involved in a marital, dating, or comparable relationship will not be permitted to serve in supervisor/subordinate roles.

Sexual Harassment

It is impossible to list all behaviors that could constitute sexual harassment. Generally, sexual harassment is unwelcome behavior (which may or may not include sexual conduct). Both males and females can be victims of sexual harassment by persons of the same or opposite gender.

Prohibited behaviors that may constitute sexual harassment include sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment
- Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual's employment
- Such conduct has the purpose or effect of interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment

Harassment on the Basis of Race or Color

It is impossible to list all behaviors that could constitute harassment on the basis of race or color. Employees can be victims of harassment by members of the same or a different race.

Prohibited behaviors that may constitute race or color harassment include, but are not limited to:

- Verbal abuse, offensive gestures, comments, jokes or comments about a person's skin color.

- Use of a racially derogatory or threatening term (such as the "n" word), gesture (such as slanting eyes) or symbol (such as a noose or a burning cross).

- A favorable reference to the Ku Klux Klan.

- Statements reflecting racial stereotyping or bias, including a racial comparison to an animal.

- Depriving an employee of an employment opportunity by limiting, segregating, or classifying the employee on the basis of race or color.

- Circulating, displaying, downloading, viewing, or disseminating material (electronically or otherwise) which ridicules people of a certain race or color, regardless of whether it is directed at specific individuals.

- Retaliation against an employee for truthfully complaining about or reporting prohibited behaviors.

HARASSMENT & DISCRIMINATION COMPLAINT PROCEDURE

Employees are expected to treat co-workers with respect and to refrain from any conduct which may be construed as harassment. If you experience or observe any illegal harassment by employees, vendors, customers, or other third parties based on religion, age, sex, race, or any other factor, or if you believe that you have been treated in an unlawful, discriminatory manner, it is your duty to promptly report the incident to Human Resources. You are not required to complain first to the person who offended you. If for any reason you are not comfortable reporting the incident to Human Resources, or if you are not satisfied with the response, then you should bring the situation to the attention of the Head of School. Your complaint will be kept confidential to the extent possible, as determined by the school. While your initial complaint may be made verbally, Human Resources may request a written statement of your complaint to facilitate the investigation of your complaint.

All employees are expected to cooperate in investigations of complaints by providing truthful information in response to any inquiry. OHVA prohibits any form of retaliation against any employee for filing a truthful complaint under this policy or for assisting in a complaint

investigation. Retaliation may result in disciplinary action, up to and including termination. However, if after investigating any complaint OHVA should determine that the complaint was untruthful or that an employee has provided false information regarding the complaint, disciplinary action, up to and including termination, may be taken against such individual for filing an untruthful complaint or for giving false information. However, this is not meant to discourage employees from making truthful reports. In some situations, it may not be possible to determine whether harassment or discrimination has occurred.

OHVA will investigate complaints promptly, impartially, thoroughly and, to the extent possible, confidentially. The manner and extent of investigation is at the discretion of OHVA management, as deemed necessary. However, if an employee is not satisfied with the way a complaint or investigation is handled, they must bring this to the attention of Board of Trustees. In all cases, the employee making the complaint will be advised when an investigation has been concluded.

BACKGROUND CHECK POLICY

Ohio Virtual Academy carefully selects quality employees. Background checks help to ensure new employees have the skills for the job and have performed well in the past.

OHVA conducts background checks on all job candidates after a contingent offer of employment has been extended. A background check may also be completed during reassignment or promotion of an employee. A third-party administrator may be used to conduct the background checks, and all background checks will be compliant with applicable laws, such as the Fair Credit Reporting Act.

The information that may be collected includes, but is not limited to:

- Criminal Background

- Employment History

- Education

- Licensure

- Professional & Personal References

Criminal background checks may not be used as the sole reason for denying employment, unless it is job-related or required by law

Bereavement Leave

If a death occurs in the family of a full-time or part-time regular employee, the employee may be entitled to compensation for time lost from their regular work schedule in accordance with the following guidelines. The employee may be granted up to 5 business days of pay for bereavement leave in the event of the death of an immediate family member, which is defined as spouse, child, parent, grandparent, and sibling as well as child-in-law, parent-in-law, grandparent-in-law or sibling-in-law.

Employees seeking additional paid time off may request the use of accrued sick or personal time off. Bereavement leave may be granted with or without pay, or a combination. Requests for bereavement leave should be made to your immediate supervisor. For approval, employees must follow the Request For Time Off policy. Sufficient proof of the family relationship and/or the need for leave may be required.

BREAKS/RECESS

OHVA recognizes the need for employees to take time off to relax and recharge. As a result, most employees of OHVA are provided time off during winter break, spring break and summer recess. The dates of these breaks will be determined and added to the School Calendar. The Head of School and/or Board of Trustees reserve the right to amend this schedule if needs dictate. OHVA employees do not accrue vacation time and do not carry over vacation time from school year to school year.

Employees are expected to schedule trips and other vacations during winter break, spring break and summer recess. Requests for unpaid time off must be pre-approved by the Head of School and will only be granted in extenuating circumstances. OHVA administration will not approve unpaid time off to extend a vacation or to provide extended leave outside of the approved winter, spring, or summer breaks (unless on an approved medical leave of absence). Employees are not permitted to perform work for OHVA during winter break, spring break, or summer recess unless specifically approved, in writing, by the Head School.

CELL PHONES

The Ohio Virtual Academy (OHVA) may issue cellular phones to employees when it is determined that such employees need to be in close contact with the school. The decision as to which employees will be provided a cellular phone at any given time will be based upon economic considerations as well as business necessity.

All employees are required to be professional and conscientious at all times when using school phones.

Usage

Employees who are issued a cellular phone understand that phones are issued solely to support communication among and between OHVA stakeholders and others associated with OHVA business and for OHVA's convenience. Employees may not use the cell phone for personal business.

Employees may not exceed the allotted contracted minutes. Cellular phone bills will be reviewed on a regular basis and any employee exceeding their contracted allowed minutes will be subject to disciplinary action up to and including termination.

Employees in possession of school cellular phones are expected to protect the equipment from loss, damage, or theft. Upon resignation or termination of employment, all school property, including cell phones, must be promptly returned to OHVA. Employee understands that failure to return a cell phone will result in a deduction in the Employee's final pay in an amount equal to the cost of a replacement phone. At any time upon request, the employee may be required to produce the cell phone for return or inspection. Employees unable to present the phone in good working condition within 24 hours will bear the cost of a replacement.

Employees using their personal cell phones for OHVA business will only be considered for reimbursement if they strictly adhere to this policy. Only calls which were for emergency school business or other essential school-related calls (e.g., testing, outings, orientations, and parent information sessions) will be considered for reimbursement, only if there is no appropriate phone option available.

Use of employee's personal cell phone is highly discouraged, due to the higher costs that may be associated with cell phone usage.

Requests for reimbursement shall be made using the customary reimbursement process with a copy of the monthly phone bill attached and the business calls highlighted. All employees using their personal cell phones for OHVA business are required to follow the safety issues set forth below.

Safety Issues

Employees whose job responsibilities include regular or occasional driving and who are issued a cellular phone for business use are required to refrain from using their phone while driving. Safety must come before all other concerns. Regardless of the circumstances, employees are required to pull over to a safe position off the road before placing or accepting a call. Employees should never use a cell phone when traffic or weather conditions make such use hazardous. Employees are responsible for adhering to all laws regarding cellular phone usage and will be responsible for any violations of law. Employees are forbidden from texting while operating a vehicle. Any employee who violates this policy will be subject to disciplinary action up to and including termination.

All employees of the management company, K12 Virtual Schools LLC, who are providing services to OHVA, are required to adhere to this policy with respect to the usage of cell phones when acting as a representative of OHVA.

CHILD CARE

The Ohio Virtual Academy strives to maintain a professional work environment yet understands the need for an atmosphere that is family oriented. OHVA values the flexibility that it can provide to its employees due to the virtual setting utilized by the school. Therefore, OHVA desires to implement a childcare policy that encompasses the family friendly values of OHVA while maintaining the degree of professionalism necessary to serve the families of OHVA. Employees of OHVA must provide undivided attention to the OHVA families when performing their duties and responsibilities.

Childcare needs must not Interfere with duties and responsibilities:

- Employees may not bring any child/children to any marketing, promotional or testing situations presented by OHVA and/or K12 where such employee's participation is expected as part of their regular duties.
- Employees may not bring any child/children to a staff meeting. If an Employee feels it is necessary to bring such child/children in violation of this provision, then prior written approval from the Head of School must be obtained and the employee will have to provide their own childcare. No childcare will be provided by OHVA for children during staff meetings.
- Employees may bring their child/children to school outings and events, as long as one of the following is true:
 - The Employee's child/children will be supervised by an appropriate childcare provider (other than the Employee or any other OHVA employee), or
 - The child is an OHVA student and is participating in an age-appropriate school outing/event and more than one OHVA employee is overseeing the outing/event.
- An OHVA student or parent should never feel that they are being disrupted by an employee's child or childcare schedule. OHVA's teacher agreement states "Employee is required to give their full attention to the duties and responsibilities described herein or as determined by the school, between 8:00 a.m. and 5:00 p.m. each non-holiday weekday, excluding vacation, sick, or other approved leave, and during other hours as necessary to fulfill the Employee's responsibilities."
- OHVA will not be responsible for any costs related to childcare. For example, if an Employee needs to drive extra miles to take a child to a care provider in order to attend an outing, the extra mileage cannot be expensed to OHVA

DIRECT DEPOSIT

Employees must submit a completed Direct Deposit Form with a blank, voided personal check or a letter from their bank showing accurate direct deposit information to Human Resources. Employees are responsible for ensuring the information provided to Human Resources reflects accurate information. Successful transmission of direct deposit should be reflected in the next available pay period.

PERSONAL INFORMATION DISCLOSURE TO EXTERNAL PARTIES

Ohio Virtual Academy recognizes that prospective employers, financial institutions, residential property managers, and governmental agencies will need to verify employment, work history and salary for various reasons during your career at OHVA. Information will be provided when it is accompanied by a former or current employee's signed authorization. Human Resources will return the form directly to the requesting party. Any requests for information that constitute a public records request will be handled in accordance with law.

Personal Records

Ohio Virtual Academy strives to maintain an accurate and up-to-date personnel record for each employee.

Employee Personnel Files may include the following:

- Job application
- Position description
- Resume
- Training records
- Payroll information
- Disciplinary action records
- Performance reviews (most recent)
- Coaching and mentoring records

To ensure the accuracy of personnel records, please notify Human Resources immediately of the following changes:

- Name
- Address
- Telephone number
- Marital status
- Dependent status
- Tax status

DRESS CODE

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

Administrative Office Expectations

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

Special Events Expectations

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

Examples of Inappropriate Business Casual Attire

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

Examples of Inappropriate Casual Attire

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

EMERGENCY CONTACT INFORMATION

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

EMPLOYMENT REFERENCES

The Governing Board of Ohio Virtual Academy recognizes that an employee or former employee may request an administrator or an OHVA employee to provide an employment reference either by letter or verbally. Any and all requests for a reference shall be submitted to the appropriate administrator who has personal knowledge regarding the individual's personnel file and performance. No current or former employee shall have any expectation that a letter of reference will be written upon request. The decision to comply with a request for a reference letter or a verbal reference shall solely be at the discretion of the administrator. No OHVA employee shall prepare or provide a letter of reference or a verbal reference for a current or former employee of OHVA in violation of this policy.

If an administrator decides to prepare a reference letter, the Board expects the administrator will provide only truthful comments concerning the employee or former employee's actual performance that can be substantiated by the administrator's personal knowledge and/or the individual's personnel file. In accordance with law, an administrator who, in the scope of their employment, provides a letter of reference or employment reference may be entitled to a qualified privilege for statements included in that reference letter, provided such statements were made in good faith, without malice, and in accordance with this policy.

All Ohio Virtual Academy employees as well as OHVA administrators are prohibited from providing a letter of reference, providing an employment reference or taking any other action that assists or aids an OHVA employee, contractor or agent in obtaining a new job if they know or have reasonable cause to believe that such OHVA employee, contractor or agent engaged in sexual misconduct regarding a minor or student in violation of State or Federal law. "Assists" or "aids" does not include the routine transmission of administrative and personnel files. The only exceptions permitted are those authorized by Section 8546 of the Every Student Succeeds Act, such as where the matter has been investigated by law enforcement and the matter was officially closed due to lack of probable cause or where the individual was acquitted or otherwise exonerated of the alleged misconduct.

If you have questions regarding this policy or your responsibilities under it, you must contact the Head of School.

EMPLOYMENT OF RELATIVES

OHVA permits the employment of qualified relatives of employees so long as such employment does not, in the opinion of OHVA, create actual or perceived conflicts of interest. For purposes of this policy, “relative” is any of the following relationships by blood, adoption, marriage (including common law marriage), civil union, or domestic partnership (whether by law, or receiving employment benefits), spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or “step” relation, and individuals involved in a romantic relationship. Relatives may not work together in reporting relationships. This includes any situation where one relative may be providing feedback, coaching, and/or mentoring of another relative.

EMPLOYMENT VERIFICATION

All employment verification or reference requests for current or former employees are to be referred to Human Resources. Human Resources will customarily release only last title and dates of employment. Requests for employment verification for credit or mortgage purposes should also be directed to Human Resources. Verifications of salary will be provided only if the employee's authorization is provided.

EQUAL EMPLOYMENT OPPORTUNITY

OHVA provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, ancestry, national origin, genetic information, citizenship status, age, pregnancy, handicap or disability, gender (including gender identity or expression), sexual orientation, marital status, civil union or registered domestic partner status, military status or status as a veteran, or bankruptcy in accordance with applicable federal, state, and local laws. In addition, OHVA complies with applicable federal, state, and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, pay, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, benefits, and training.

We value a diverse workforce. Any employee who believes they have been discriminated against should report such to Human Resources and/or the Head of School. Any employee who is not satisfied that their discrimination concerns have been appropriately addressed shall bring such concern to the attention of the Board of Trustees.

EQUIPMENT USE

Computers, networks, copy machines, telephones, pagers, voice mail and e-mail systems are the property of OHVA. These tools and access to the Internet are intended to be used only for business purposes of the school and not for personal purposes of the employees or for inappropriate uses.

Employees are expected to gain access to all educational records and resources and perform all work duties on their school-issued equipment ONLY. In extenuating circumstances and with the prior written approval from their supervisor, an employee may be permitted to use equipment other than school-issued equipment to gain access to educational records and resources and perform work duties. Employees should have no expectation of privacy in using School equipment. Passwords, encryption, or other techniques that prevent the school from accessing information are prohibited. Employees shall not use unauthorized codes, passwords, software, or other means to gain access to mailboxes of others. Nor shall employees disclose their codes or passwords to others. The fact that an employee has a password does not mean that an employee should have an expectation of privacy. All documents or messages created, sent, received, stored, or downloaded by employees are subject to monitoring to determine whether any outsiders have gained unauthorized access to the systems or whether any violations of School policy have occurred.

On-line services and the Internet may be accessed only by employees specifically authorized by the school, and all appropriate security measures must be taken to maintain the integrity of our system. Employees' on-line use should be limited to work related activities. In addition, employees should not duplicate or download any software or materials that are copyrighted, patented, trademarked, or otherwise identified as intellectual property. Employees should ensure that no personal correspondence appears to be an official communication of the school, since employees may be perceived as representatives of the school and, therefore, may damage or create liability for the school. All outgoing messages, whether by mail, facsimile, E-mail, Internet transmission or any other means must be accurate, appropriate, and work related. Employees should not participate in web-based surveys without prior authorization. Employees should not use the school's address for receiving personal mail or use School stationery or postage for personal letters.

All materials, messages and information created, transmitted, or stored via computer, electronic mail, regular mail, or voice mail are the property of the school and may be accessed by authorized personnel. The school reserves the right to monitor these systems. Users should have no expectation of privacy with respect to materials and information created or transmitted or stored on these systems. Use of computers or the voice mail and E-mail systems by an employee grants consent to management to monitor any usage or mail messages.

Software Security

The purchase of software is actually the purchase of a license to use that software. It rarely implies permission to make or distribute copies. According to copyright laws, any individual, company, or corporate entity found guilty of illegal reproduction of software can be subject to civil damages and criminal penalties, including fines and imprisonment. The school prohibits the use of "freeware," "shareware" and other software which was not properly licensed by the school. Employees shall use the software only in accordance with the license agreement.

Computer "viruses," which can degrade an operating system and destroy data files, have been found to exist in software obtained through PC bulletin boards and shareware (example: copying a friend's software). Precautions, such as only using software obtained from established vendors, significantly reduce the possibility of "viruses" infecting a computer and the potential for the "virus" from being uploaded into a network. Knowingly downloading viruses is prohibited as is deactivating virus scanning software.

Employees should not bring outside software (or diskettes) on School premises, nor should School software (or diskettes) be used on personal or other business computers, without specific authorization. Employees learning of any misuse of software or related documentation within the school shall notify the Head of School. Software designed to destroy data, provide unauthorized access to School computers or to disrupt equipment is strictly prohibited.

Software, applications, and work products are the property of the school. Software may not be installed, copied nor deleted from the system except as authorized by the Head of School. Original programs created by or on behalf of the school are subject to copyright protection by the school. Under the copyright laws, the school and/or K12 Virtual Schools LLC is the owner of all copyrights in work prepared by employees within the scope of their employment and in works specially ordered or commissioned from outside parties under a written agreement calling for the transfer of copyright interest.

Responsibility for Use

Employees are authorized to use the computers, laptops, network, Internet connection and Online educational services ("Education Technology") for educational and professional purposes. Use of the Education Technology is a privilege, not a right. Employees must conduct themselves in a responsible, efficient, ethical, and legal manner. Unauthorized or inappropriate use of the Education Technology including any violation of guidelines in this Handbook may result in cancellation of the privilege, disciplinary action up to and including termination and/or potential civil or criminal liability.

Employees are responsible for the content of all text, audio, or images placed or sent through use of the Educational Technology, including but not limited to, any web-based sites or programs. Employees must avoid posting text, audio or images that reasonably could be viewed as malicious, obscene, harassing, bullying, threatening, or intimidating or that

disparages students, parents or student's families. An employee's use of the Internet while on school time must not interfere with productivity or disrupt the operations of the school, the school network, or the network of other users.

GENERAL COMPLAINT PROCEDURE

In addition to the above complaints, misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that an employee believes is detrimental to their effective employment with OHVA, the employee must follow the procedure described here for bringing your complaint to management's attention.

Step 1

Discussion of the problem with immediate supervisor is encouraged as a first step. If, however, the employee does not believe a discussion with the supervisor is appropriate, the employee may proceed directly to step two.

Step 2

If problem is not resolved after discussion with supervisor or if employee feels discussion with supervisor is inappropriate, employee is encouraged to request a meeting with Human Resources. In an effort to resolve the problem, HR will consider the facts and may conduct an investigation. HR will attempt to resolve the issue or complaint. If employee is not satisfied with the resolution offered or the process utilized by HR, the employee may proceed to step three.

Step 3

Employee may bring the matter to the attention of the Head of School. The Head of School shall address the complaint and attempt to resolve the complaint. If employee is not satisfied with the resolution offered or the process utilized by the Head of School, the employee may submit their complaint to the OHVA Board President to be addressed consistent with the Board's Public Concerns and Complaints Policy.

OHVA does not tolerate any form of retaliation against employees availing themselves of this procedure when they have a reasonable belief of wrongdoing occurring and have made the complaint in good faith

Ohio Virtual Academy Gift Card Policy

Purpose

The purpose of this policy is to set forth the guidelines and procedures for the purchase and distribution of gift cards purchased with Ohio Virtual Academy (OHVA) funds to ensure compliance with reporting obligations. All gift card requests must be made by purchase order in order to ensure compliance with this policy. A gift card can only be distributed to an OHVA employee or OHVA student/family and only for purposes consistent with OHVA policies and budget as well as applicable law.

Gifts Cards to Employees

According to the rules of the Internal Revenue Service (the "IRS"), because cash and cash equivalents, such as gift cards, have a readily ascertainable value, they are considered taxable income regardless of the face amount of the gift card. For employees, the value of gift cards is considered compensation subject to federal, state and employment tax withholding, and reporting on Form W-2. There is no de minimis fringe benefit amount relating to gift cards.

Gift Cards to Students/Families

Gift cards presented to OHVA students/families may be taxable and reportable income on Form 1099-MISC to the recipient if the value in gift cards exceeds \$600.00. Gift cards shall not be given in exchange for services performed. No OHVA student/family should receive gift cards in excess of \$600 during the calendar year. A gift card log must be kept for each student/family receiving a gift card. A form W-9 must be requested at the time of gift card distribution if there is any indication that an individual might receive \$600 or more during the calendar year.

Procedures

In order to purchase gift cards, a purchase order that includes a description of the intended use of the gift card(s) must be submitted for approval as described in the Ohio Virtual Academy Procurement Policy. The number of gift cards purchased at one time should be limited so the disbursement and reconciliation of those cards is more manageable.

Documentation and Gift Card Disbursement Log Instructions

Once the purchase order is approved and gift cards are purchased, the administrator of the department initiating the purchase order will be responsible for maintaining a **Gift Card Disbursement Log**. The log must record the disbursement of all gift cards purchased, even if only one card is purchased for one individual.

The administrator of the department will need to be able to reconcile all gift cards purchased on a purchase order.

The Gift Card Disbursement Log must contain the following information:

- Department name that purchased the gift cards
- Administrator who can be contacted if further information is needed
- Reason for the disbursement such as name of the event, program or policy
- Purchase order number under which the gift cards were purchased

Gift card distribution specifics shall include:

- The name of OHVA employee/student/family receiving the gift card
- The family ID# or employee ID#
- The amount of the gift card and business reflected on the gift card
- The recipient's signature (if distributed in person) or other acknowledgement of receipt
- The date given to the recipient
- The name of individual disbursing the gift card and method of distribution

Once the log is complete, the log shall be signed by the department administrator and forwarded to the Finance Department no later than the end of the month during which the disbursements occurred. A copy should be kept for the department files.

Control of Gift Cards

Gift cards must be kept under lock and key at all times to ensure proper physical security and to protect from theft and loss. Access to the gift cards and keys to the locked areas must be limited to the individual(s) responsible for safekeeping of the gift cards. Any OHVA employee or administrator who fails to properly disburse, log or control gift cards consistent with this policy or other OHVA policies will be subject to disciplinary action up to and including termination.

If you have any questions on purchasing gift cards, please contact the School Treasurer.

GIFTS & FAVORS

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

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

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

GUIDELINES FOR APROPRIATE CONDUCT

Certain violations or acts of misconduct will not be tolerated and may lead to corrective action up to and including immediate termination of employment. Normally, when corrective action is required, it will be administered with the intent of helping employees resolve the problem.

Examples of Violations of the School's Policy or Acts of Misconduct are described Below:

- Dishonesty (including falsification or misrepresentation) of any type, providing incomplete, misleading, or incorrect information in connection with (1) the preparation of any of the school's records, such as an employment application, employee timesheets, expense reports, or grade reporting, or (2) the description of the products and services offered by the School or K12 Virtual Schools LLC.
- Offer or acceptance of any form of payment that might be construed as a "bribe" or a "kickback."
- Misappropriation, abuse, destruction, or willful damage of equipment, information, and/or other property belonging to any client, vendor, employee, or the school, including but not limited to computer hardware and software.
- Removal of any of the school's property or the property of others from the school's premises without proper authorization.
- Unauthorized access to or use of information contained in databases, systems, and confidential or proprietary information, whether such information belongs to the school, K12 Virtual Schools LLC, or a third party.
- Absence from the school for two consecutive workdays without notifying a supervisor or obtaining authorization from the school.
- Excessive absenteeism and/or tardiness.
- Failure to report to work upon expiration of a vacation or leave of absence.
- The use, possession, sale, or solicitation of illegal drugs, narcotics, or alcoholic beverages in the workplace, or working under the influence of these substances.
- Unauthorized use, possession, conveyance, or storage of any firearms, explosives, or other dangerous weapons on the school's premises or at School-sponsored events.
- The use of profane, harassing, or threatening language or conduct toward co-workers, clients, guests, or supervisors.

- Involvement in activities representing a conflict of interest.
- Serious performance issues or deficiencies.
- Fighting, coercing, intimidating, interfering with, or threatening bodily injury to others.
- Willful, deliberate, or repeated violation of the school's workplace safety and security rules.
- Theft or attempted theft in any manner related to the workplace.
- Participating in any form of discrimination or harassment or failing to report instances of the same to Human Resources.
- Violation of any term contained in the Employment Agreement you signed.
- Engaging in any outside employment without the prior knowledge and consent of the school.
- Failure to comply with federal, state, local, and other laws and regulations in the performance of job duties.
- Felony conviction
- Violation of any school policy
- Any illegal activities while on school time.
- Any action that, in the opinion of management, could result in harm or substantial damage to the business interests or reputation of the school.
- Failure to meet licensing requirements to hold an active license/certification in required state if a requirement of position.
- Engaging in a relationship or conduct with a student or a student's parent that is considered unprofessional, improper, or inappropriate.

This list is not exhaustive. Ohio Virtual Academy may, in its sole discretion, take any appropriate corrective action up to and including immediate termination of employment, depending on the circumstances of the situation, in the case of any of the acts or violations described above, as well as for other acts or behavior not mentioned here

HOLIDAYS

All full-time employees are eligible for holiday pay. Part-time employees may be eligible for holiday and pay for winter and spring break. Summer break will not be paid time off for part-time employees.

If any holiday falls on a weekend (Saturday-or-Sunday) the holiday will be observed on either the day preceding or the day following. Saturday holidays will be observed on the Friday before and holidays falling on a Sunday will be observed on the Monday after.

Employees on an unpaid leave of absence will not be eligible for paid holidays and breaks. The designated holidays and breaks observed throughout the school year will be stated in the Board approved School Calendar. The applicable summer recess is provided in each employee's employment agreement.

The Head of School, in consultation with the administrative team, shall have the discretion to award up to four half-day floating holidays per school year in recognition for work performed by employees above and beyond the employee's job responsibilities or which required time spent outside work hours. Floating holidays will be scheduled in a manner that does not interfere with instructional time or impact academic growth.

INCENTIVE BONUS

Bonuses may be granted at various times during the school year at the complete discretion of the Board. These bonuses are typically awarded at mid-year and end of year. If such bonuses are expected to be granted, the Bonus Pool for these incentive bonuses will be provided in the annual budget approved by the Board. Typically, five percent of the overall salaries budgeted for the school year will be the amount established as the Bonus Pool to provide the incentive bonuses. The Board has complete discretion to amend the annual budget at any time regarding the Bonus Pool. The Head of School shall use the OTES score, along with an overall performance score provided by the staff manager, to determine a numerical score for each employee. The numerical score will rank staff overall which will then be used to determine the percentage of the Bonus Pool to be distributed to each staff member.

INFORMATION CONFIDENTIALITY

Employees who have access to student and business information must keep that information in a secure location. This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communication or any law regarding public records. Ohio Virtual Academy adheres to the Family Educational Rights and Privacy Act (FERPA).

LEAVE OF ABSENCE POLICIES

Bereavement Leave

If a death occurs in the family of a full-time or part-time regular employee, the employee may be entitled to compensation for time lost from their regular work schedule in accordance with the following guidelines. The employee may be granted up to 5 business days of pay for bereavement leave in the event of the death of an immediate family member, which is defined as spouse, child, parent, grandparent, and sibling as well as child-in-law, parent-in-law, grandparent-in-law or sibling-in-law.

Employees seeking additional paid time off may request the use of accrued sick or personal time off. Bereavement leave may be granted with or without pay, or a combination. Requests for bereavement leave should be made to your immediate supervisor. For approval, employees must follow the Request For Time Off policy. Sufficient proof of the family relationship and/or the need for leave may be required.

Family and Medical Leave (FMLA)

Family and medical leave is offered to employees pursuant to the Family and Medical Leave Act of 1993 as amended (FMLA). The FMLA provides for unpaid leave to eligible employees for a variety of reasons related to family and medical care. With some exceptions, the FMLA requires that each returning employee be provided with the same or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Any revisions to FMLA statutes, regulations or guidelines will automatically become a part of this policy upon their effective date, regardless of whether this policy has specifically been revised to include those revisions.

Employee Eligibility – You may be eligible if:

- *You have been employed by OHVA for at least twelve (12) months;*
- *You have worked at least 1,250 hours during the twelve (12) months prior to a request for leave; and*
- *You work at a location where at least 50 employees are employed by OHVA within 75miles.*

*Employees who do not satisfy these requirements are not eligible for FMLA but may be eligible for other unpaid leave

Leave Entitlement – You may be eligible for a leave of absence for the following reasons:

1. *Leave of up to 12 weeks for the birth and care of a newborn (prior to the child's first birthday).*
2. *Leave of up to 12 weeks for the placement of a child for adoption or foster care*

3. *in the employee's home (within the first year of placement except that leave may begin before the placement if it is required for the placement to proceed).*
4. *Leave of up to 12 weeks to care for a spouse, child or parent with a serious health condition.*
5. *Leave of up to 12 weeks for a serious health condition which renders you unable to perform the functions of your job.*
6. *Leave of up to 12 weeks, because of a qualifying exigency* arising out of the fact that a spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation*

Qualifying Exigency – a qualifying exigency may be any of the following:

1. *Short-Notice Deployment – leave of seven days or less immediately prior to the date of deployment for any issue that arises from the call or order to active duty in support of a contingency operation;*
2. *Military Events & Related Activities – leave to attend any military ceremony, program or event related to the active duty or call to active duty, or to attend family support or assistance programs or informational briefings;*
3. *Childcare & School Activities – leave to arrange for child care or school-related activities, to attend meetings, or to provide child care when necessary due to the circumstances of the active duty or call to active duty;*
4. *Financial & Legal Arrangements – leave to make or revise financial and legal arrangements or to act as the representative of the covered military service member regarding military service benefits;*
5. *Counseling – leave for counseling by someone other than a Health Care Provider for the covered military service member or the member's child when necessary due to the active duty or call to active duty status;*
6. *Rest & Recuperation – leave of up to 5 days to spend time with covered military service member who is on short-term, temporary, or rest and recuperation leave during the period of deployment;*
7. *Post-Deployment Activities – leave to attend arrival, funeral, or memorial services, reintegration briefings and events, and any other official ceremony or program sponsored by the military, for a period of 90 days following active duty status, or to address issues arising from the service member's death; and*
8. *Additional activities arising from military duty as agreed by the School and employee.*
9. *Leave of up to 26 weeks of "service member family leave" to care for a spouse, child, parent or next of kin (nearest blood relative) who is a member of the Armed Forces, National Guard or Reserves who is undergoing medical treatment,*

10. recuperating, in therapy, is in outpatient status or otherwise on the temporary disability retired list for a serious injury or illness incurred by the service member in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.

***Spouses employed by OHVA are jointly entitled to a combined total of twelve weeks of family leave for the birth or care of a child, placement of a child for adoption or foster care or to care for a parent with a serious health condition or a "combined" total of 26 weeks of service member family leave to care for a covered service member. When the husband and wife both use a portion of their joint FMLA leave entitlement, the husband and wife are then individually entitled to any remaining leave.**

***Each employee's remaining leave is the difference between the joint leave taken by that employee and the applicable 12 or 26 week entitlement period, depending upon the reason for the leave. During a single 12-month period, an employee is entitled to a combined total of 26 work weeks for leave under paragraph 6 combined with any other leave**

- **Period of Leave** - The FMLA leave may be taken during a rolling 12-month period measured backward from the date an employee uses any FMLA leave.
- **Child and Parent Defined** - A "child" includes a person under the age of eighteen (18), or over the age of eighteen if the child is a covered service member and leave is pursuant to paragraph 6 above, who is a biological, adopted, foster or stepchild, a legal ward of the employee or a child for whom the employee stands in the place of a parent. A "child" also includes a person over the age of eighteen (18) who is similarly related to employee and who is incapable of self-care because of a physical or mental disability.

A "parent" includes a biological, adoptive, foster or stepparent, as well as a person who stood in the place of a parent when the employee was under the age of eighteen (18). A "parent" is not a parent-in-law.

- **Notice of Leave** - Employees must notify the human resources department of all leave requests. Any employee who qualifies for family/medical leave must provide at least thirty (30) days' notice before the leave is to begin, or if circumstances do not permit thirty (30) days' notice, the employee must give whatever notice is reasonable and practicable. In all cases, medical certification must be provided within 15 calendar days of the first day of leave. Further, if the need for leave is foreseeable and necessary for planned medical treatments, the

- employee should make a reasonable effort to schedule treatment so as not to interrupt school operations.
- **Medical Certifications** - If an employee requires family/medical leave due to the serious health condition of the employee or a family member, the employee must provide OHVA with a medical certification that the condition qualifies as a “serious health condition,” its expected duration, and other information. The employee is also required to provide a medical certification for temporary leave and for intermittent leave. These forms are available from the Human Resources Department. The employee must return the medical certification to the human resources department at least thirty (30) days before leave begins when leave is foreseeable, or as soon as reasonable and practicable. If leave is unforeseeable and does not allow for certification prior to leave, the employee must still provide the certification within fifteen (15) days of employee’s knowledge of the need for a family/medical leave. If leave is foreseeable and thirty (30) days’ notice is not given, OHVA may delay leave until thirty (30) days after the date the employee provides notice.

OHVA may have a doctor of its choice review all requests for leave due to illness or injury. OHVA may require an employee to get a second opinion at the school’s expense if OHVA has questions about the validity of the certification. If the two (2) certifications differ, OHVA may pay for a third certification of a doctor selected jointly by the employee and OHVA. The third opinion shall be final and binding. All medical information will be maintained in confidence and in accordance with the Americans with Disabilities Act, HIPAA, and applicable laws. The employee is entitled to a copy of the second and third opinion upon request.

- **Subsequent Certifications** - OHVA requires a medical recertification every thirty (30) days when the employee is on leave due to a serious health condition of the employee or a qualifying family member. However, the employee is not required to submit a recertification if the original certification states that the minimum duration of leave is more than thirty (30) days. In that case, the employee must submit a new medical certification when the stated duration has expired. The employee is required to pay for any costs incurred in the recertification.
- **Certification of Qualifying Exigency Leave** - Employee is required to provide the certification set forth by the Secretary of Labor.
- **Intermittent Leave** - Intermittent leave is available when foreseeable and medically necessary due to the serious health condition of the employee or the employee’s family member. The employee may be required to transfer

- temporarily for the period of the intermittent leave to an alternative position with equivalent pay and benefits to better accommodate the intermittent leave. For intermittent leave for planned medical treatment, employees are expected to schedule treatments to avoid undue disruption in the workplace. Intermittent leave is not available to care for a newborn or newly placed adopted or foster care child.
- **Substitution of Paid Leave** - All family/medical leave is unpaid and counts toward the employee's annual family and medical leave. OHVA will require the employee to use all accrued personal, and sick leave, if the leave is due to the employee's own serious health condition that makes the employee unable to work or due to the serious health condition of a spouse, child, or parent, or covered serviced member. Any accrued paid time used will run concurrently with the employee's family/medical leave entitlement.

If, the employee qualifies for both family/medical leave and short-term disability compensation leave or workers' compensation leave, both types of leave will run concurrently. OHVA will not require the employee to use paid leave while receiving short-term disability or workers' compensation benefits. However, during any initial waiting period for short-term disability or uncompensated period for workers' compensation claims, the employee will be required to use all accrued paid leave. In addition, if the employee no longer qualifies for short-term disability or workers' compensation benefits but remains entitled to family/medical leave, the employee will again be required to use all accrued paid leave prior to beginning unpaid leave.

- **Maintenance of Benefits** - While an employee is on family/medical leave, OHVA will maintain the employee on the health plan on the same terms as if the employee continued to work. The employee will be responsible for their share of the premium. If the employee fails to make the necessary payment within thirty (30) days after the due date for coverage, with at least 15 days advance notice, OHVA will terminate coverage. If the employee fails to return to work at the end of the leave, the employee will be required to reimburse OHVA for any premiums paid by OHVA during the leave. The employee may be required to sign a promissory note to this effect. OHVA will not seek reimbursement for the premiums paid if the employee fails to return to work due to a continuation or recurrence of a serious health condition, or if the employee is a key employee and is denied restoration or due to circumstances beyond the employee's control.

Sick time will not accrue during any unpaid portion of the leave. An employee begins to accrue sick time upon the employee's return from leave, in

accordance with OHVA policies. Employees in OHVA's flexible spending account plan will have the option to prorate their original annual allocation based on time worked or if needed, have the amount needed to reach their annual allocation taken from earnings prior to or upon return from leave.

- **Job Restoration** - Upon return from leave, OHVA will reinstate the employee to the position held before the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. This includes the same or substantially similar duties and responsibilities with substantially equivalent skill, effort, responsibility, and authority. Changes in assignments, duties, hours, and schedules may occur due to business necessity. The employee will have no greater rights to reinstatement than if the employee had not taken the leave. OHVA will reasonably accommodate any employee with a disability in accordance with the Americans with Disabilities Act or other applicable laws. In no case will OHVA hold your job or any job for more than six months, but you may apply for re-employment at any time.
- **Fitness for Duty Reports** - The employee must notify OHVA prior to the employee's expected date of return. If the employee took leave due to the employee's own serious health condition, the employee must provide medical certification that the employee is physically able to resume work.
- **Continuing Obligations** - Employees on leave must comply with applicable School policies, such as confidentiality and conflict of interest. Employees on leave may not work elsewhere, except as part of an approved rehabilitation program or in compliance with the school's policy on outside employment.
- **Failure to Return to Work** - If the employee fails to return to work at the end of the leave, the employee will be considered to have voluntarily resigned, effective as of the last day of leave.
- **Workers' Compensation** - If an employee is on a workers' compensation leave for a reason that also qualifies as a serious health condition, the employee's family/medical leave will be triggered, and the family/medical leave policy will also apply to the employee's leave except that the employee will not be subject to the six-month reinstatement limitation.
- **COBRA** - The employee's COBRA entitlement will be based on the last day of the family/medical leave. Generally, the "last day" of the family/medical leave is the end of the leave period (if the employee fails to return to work) or when the employee informs OHVA that they will not return to work.
- **Questions about Family and Medical Leave** - If you have any questions about your rights or responsibilities under this policy, contact Human

- Resources.

OHVA will comply with all applicable federal, state, and local laws in administering this policy.

Military Leave of Absence

An employee who enters the United States Armed Forces (whether by draft, enlistment, or activation) is placed on Military Leave of Absence for the duration of service. The employee will be entitled to reinstatement upon return in accordance with federal laws pertaining to the re-employment of veterans, including the Uniformed Services Employment and Reemployment Act of 1994. Employees on leave for any reason must still comply with all applicable school policies, such as confidentiality and conflict of interest.

Leave of Absence (Non-FMLA)

An employee who is ineligible for FMLA leave due to tenure requirement may be eligible for a Non-FMLA Leave of Absence when their own serious health conditions render them unable to perform the functions of their position, as certified by a physician.

The employee will only be approved for the LOA for the length of time their physician certifies them to remain off work and is initially approved through OHVA's short-term disability insurance provider, up to a maximum of six (6) weeks.

Requests for a LOA should be made through the Human Resources department. Employees must provide 30 days' advance notice of the need to take leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with OHVA's normal call-in procedures. Employees must follow the STD claim process to determine if they qualify for a LOA. Initial denial of the STD claim will result in a denial of the LOA.

During a LOA, the employee will not earn employment benefits, such as Holiday Pay benefits. However, the employee will not lose any employment benefits earned and accrued up to the date the leave begins.

The employee is responsible for paying their group health insurance contributions during the leave. Arrangements can be made for contributions to be made up either before or after the LOA. The employee will be required to use accrued personal and/or sick time during the LOA for time not covered by the STD benefit.

Upon expiration of the employee's LOA, OHVA will attempt to reinstate the employee to their former position or an equivalent position. However, conditions may have changed during the employee's absence, or it may have become necessary to fill or eliminate the employee's position. Accordingly, reinstatement to employment after a non-FMLA LOA cannot be guaranteed. Rather, it is dependent on the continued availability of a position and on OHVA's

business needs.

An employee who fails to return to an available position on the first scheduled workday after the Non- FMLA LOA has expired will be deemed to have resigned from employment with OHVA.

LUNCH & BREAK PERIOD POLICY

Typically, employees take a 60-minute lunch break. This lunch break is deemed unpaid for non-exempt employees and employees are prohibited from working while on this break, unless approved by their managers. Lunch breaks are generally taken between the hours of 11am and 2pm. The timing of your lunch break is based on work requirements in each department. Staggered lunch breaks may be necessary to ensure the continuity of operations and services.

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

MANDATORY ATTENDANCE AT CRITICAL EVENTS

Throughout the school year, OHVA considers certain events as “critical” to the successful operation of the school as well as contributing to the overall educational success of OHVA students. When scheduling an event that is deemed “critical,” OHVA administration shall provide advance notice to employees that the event is deemed “critical” and that their attendance at such event is MANDATORY. These “critical” events shall include, but not be limited to, professional development trainings, departmental meetings, state testing training and administration of state testing. Employees are not permitted to request personal time or vacation time during the time frame of any “critical” event as any such request will be deemed void or automatically denied. An employee who is absent for a “critical” event due to illness or sickness must provide a physician’s certification noting such incapacity immediately upon their return to work. Unless otherwise approved, an employee’s absence from a “critical” event will result in disciplinary action up to and including termination. If an employee’s absence is caused by unforeseen or unexpected circumstances, the employee must immediately contact their supervisor and provide any requested documentation. Upon review of such circumstances, the supervisor will determine whether disciplinary action will be taken or not.

MANDATORY COURT APPEARANCES & JURY DUTY

Leave will be granted to all employees required to serve as a juror or required to make a court appearance. Time for appearance in court for personal business (where the employee is a party or witness) will not qualify for leave. The employee may use Personal Time to cover such absence. A minimum of one-week advance notice or as soon as practicable must be given for personal court ordered appearances. For approval, employees must follow the Request For Time Off policy.

All full-time and part-time salaried employees will be eligible for up to five business days of compensation minus any payment received for serving as a juror. Hourly employees will be compensated for any scheduled work time missed during five business days that cannot be made up.

When an employee receives payment from serving as a juror, this documentation must be submitted to Payroll along with documentation of the number of hours served.

Sufficient proof of the summons or subpoena may be requested or required.

MEDIA RELATIONS POLICY

As an Ohio public charter school, OHVA is required to respond to requests for public records in a timely manner. All requests for public records, whether from the media or otherwise, must be immediately referred to the Head of School or designee, who is authorized to respond to public records requests. Only authorized individuals will respond to public records request.

All media inquiries regarding OHVA and its operation must be immediately referred to the Head of School or designee, who is authorized to make or approve public statements regarding OHVA. If you wish to write or publish an article, paper, or other publication on behalf of OHVA, you must first obtain approval.

Please contact Human Resources with any questions or concerns you have regarding the Media Relations Policy.

OFFICE ACCESS & VISITOR POLICY

Ohio Virtual Academy cares about the safety and security of its employees. In an effort to maintain the maximum safety and security possible at a minimum inconvenience to staff and visitors, we have guidelines in place regarding facility access and visitors.

All entry doors to the administrative office are to remain locked all day. The main entry door will have a system whereby visitors can make their presence known and be granted entry into the facility. Outside of working hours, employees will not have access to the administrative office unless previously arranged.

The main entryway to the building is open Monday through Friday between 8 a.m. and 4:30 p.m.

All visitors must sign in at the front desk, receive a visitor's badge, and be escorted by authorized personnel at all times. Visitors are not permitted to roam the premises unattended.

OHIO BENEFITS AT A GLANCE

This summary of benefits shall not constitute a revision or amendment to the provisions found in any employee benefit Plan Document or Summary Plan Description, which are available upon request. Each employee will receive Summary Plan Descriptions outlining the benefits available as well as receive a review of such benefits during on boarding and/or orientation. The Human Resources Department is also available to respond to employee questions or concerns. The summary below merely provides a brief overview of available benefits, remembering that many benefits will require the employee to pay all or a portion of the cost of such benefits.

- If desired, an employee must enroll in benefits within the first 31 calendar days of employment. After 31 days of employment, an employee will not be permitted to enroll for benefits until the next open enrollment period which will typically take place in the spring (usually June) of the calendar year.
- All benefits, if enrolled, are effective the first day of employment, there is no waiting or probationary period. Employees must enroll through UltiPro, the Human Resources Information System (HRIS), within the time frame provided upon hire, as a result of certain life events or during the open enrollment period.
- If you have a life event (qualifying event), examples include marriage, divorce, birth, death, or adoption, spouse loss of coverage, you will have the opportunity to enroll in OHVA benefits and/or add dependents, depending on the circumstances. You must enroll in benefits within 31 days of the date of the qualifying event. After 31 days, you must also wait until the next open enrollment period.
- OHVA provides benefits coverage to Domestic Partners and their dependent children.
- Medical insurance – Coverage is available for qualified children until calendar year in which they reach the age of 28.
- Dental insurance – Coverage is available for qualified children until calendar year in which they reach the age of 26.
- Vision insurance – Coverage is available for qualified children until calendar year in which they reach the age of 26

- Employees are eligible to enroll in the Plan if you are a regular full-time employee scheduled to work at least 30 hours per week.
- Social Security information will be needed and varies based on the benefits elected.

List of Providers:

- United Health Care (UHC) – Medical & Prescription, Dental, Vision, Flex Spending, Health Savings Account, Life, Disability, and AD&D Insurance
- Dental – Delta Dental
- Lincoln Financial – Life, Disability, and AD&D Insurance
- State of Ohio – SERS/STRS
- Voya Plan or Ohio 457 plan
- College Advantage 529 Plan
- UHC COBRA – Upon hire you will be notified by the plan administrator, UHC, of your COBRA rights and UHC will provide additional information regarding the continued coverage option upon separation from OHVA or another qualifying event. Should you elect to continue coverage, you will need to complete the election forms provided to you by the plan administrator and make arrangements for the payment of benefits elected.

Domestic Partner Policy for Benefits

The availability of benefits coverage for domestic partners and their dependent children is an extension of OHVA's efforts to maximize the effectiveness and value of the benefits program. Definitions of all terms can be found in the applicable Summary Plan Descriptions.

OPEN DOOR POLICY

To foster an environment where employees and management feel comfortable communicating with and voicing concerns to one another, OHVA uses an Open Door Policy. Basically, this policy means all managers' doors are open to all employees, and employees are free to talk with management at any time.

Please consider the following in regard to this policy:

You are responsible for addressing concerns with a manager, from complaints to suggestions and observations. Addressing these concerns allows Ohio Virtual Academy to improve and explain practices, processes, and decisions.

We recommend you first discuss concerns with your immediate supervisor, but the Open Door Policy also gives you the option of discussing them with higher management and/or Human Resources. All parties will be willing to listen to the issue and assist in a resolution.

OUTSIDE EMPLOYMENT

Employees may in some cases need or wish to hold additional jobs. Outside employment is not permitted if it interferes or conflicts with the interests of the school, including working during the hours of 8am-5pm. Employees must notify the Head of School for approval of all outside employment, and exemptions from this Employees will not be compensated during an absence which results from an injury on the additional job. Employees may not use OHVA property including, but not limited to, computers, phones, and contacts, for outside employment, including self-employment.

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

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

OVERTIME & NON-EXEMPT EMPLOYEES

In accordance with the Federal Labor Standards Act (FLSA), non-exempt employees are eligible to receive overtime pay at a rate of one and one-half times their regular pay for time worked in excess of 40 hours per workweek. Before overtime is worked, the employee must have written approval from their supervisor.

PAY DAYS

All salaried employees are paid semi-monthly. Normal pay periods are from the 1st to the 15th of the month and from the 16th to the last day of the month. Pay statements for the pay period from the 1st to the 15th are made available on the 15th. Pay statements for the 16th to the last business day of the month are made available on the last business day of the month. Should a pay day fall on a weekend or holiday, paychecks are made available on the prior business day.

All hourly employees are paid bi-weekly. Normal pay periods run Sunday -Saturday and are paid one week in arrears. Pay statements are made available on the established pay date. A payroll calendar is made available to all employees. Should a pay day fall on a bank holiday, paychecks are made available.

PAYROLL ADVANCES

OHVA will not grant payroll advances to any employee.

PERSONAL TIME & EFFORT POLICY

Scope

This policy applies to all employees of Ohio Virtual Academy whose salary and/or fringe benefits are grant funded.

Purpose

This policy sets standards for documentation of personnel expenses enabling Ohio Virtual Academy to be eligible for reimbursement of salary and/or fringe benefits for its employees who perform duties consistent with a grant.

Policy Ohio Virtual Academy (“OHVA”) hereby adopts the standards for documentation of personnel expenses listed in Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR part 200.430(i)). Charges to grants related to salaries and wages must be based on records that accurately reflect the work performed and that provide reasonable assurance the charges are accurate, allowable, and properly allocated.

At a minimum, these records must:

- Be supported by a Single-Funding Certification which corresponds to the semi-annual period for employees working on one grant or by a personnel activity report that corresponds to the pay period for an employee working on more than one grant.

- Be incorporated into the official records of OHVA, i.e. payroll for employees.

- Reasonably reflect the total activity for which the employee is compensated, not exceeding 100% of compensated activities.

- Be certified by the employee or their supervisor.

- Comply with the established accounting policies and practices of Ohio Virtual Academy.

- Support the distribution of the employee’s wages among specific activities or cost objectives if the employee works on more than one grant; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity.

Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for charges to grants, but may be used for interim accounting purposes, provided that:

- The system for establishing the estimates produces reasonable approximations of the activity actually performed;
- Significant changes in the corresponding work activity are identified and entered into the records through journal entries in a timely manner; and
- The School Treasurer shall review after-the-fact interim charges made to a Federal award based on budget estimates and ensure that all necessary adjustments are made so that the final amount charged to the grants is accurate, allowable and properly allocated.

In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day.

Salaries and wages of employees used in meeting cost sharing or matching requirements on grants must be supported in the same manner as salaries and wages claimed for reimbursement from grants. If the Federal agency approves substitute processes or systems for allocating salaries and wages to grants, those processes/systems may be used in place of or in addition to the personnel activity reports. Such systems may include, but are not limited to, random moment sampling, “rolling” time studies, case counts, or other quantifiable measures of work performed.

Procedure

The School Treasurer shall develop procedures to implement this policy. Further, the Head of School or administrative designee is responsible for the distribution, collection and retention of all effort reports submitted pursuant to this policy. Individually reported data will be made available only to authorized auditors.

PROFESSIONAL DEVELOPMENT REIMBURSEMENT

Eligible employees may seek reimbursement of approved professional development conferences and seminars related to their job responsibilities.

Eligibility:

- Active full-time employment status.
- Employee has at least six months of service at the time of reimbursement and is still employed by OHVA when final paperwork for reimbursement is submitted.
- Conference or seminar must have started after date of hire.

Eligible Expenses:

- Conference & Seminar Fees
- Conference & Seminar Fees Conference/seminar related travel will be reimbursed in accordance with the OHVA Reimbursable Expenses Policy.

Eligible Conferences and Seminars:

- Pre-approved by Administrator and Head of School/Designee.
- Meet at least one goal specified in the employee's Individual Professional Development Plan (IPDP) (if required by position).
- Provide knowledge and/or skills that relate to the employee's position.

Applying for Reimbursement:

- Employees must submit an application to their Administrator and Head of School/Designee no later than 14 days prior to the beginning of the conference/seminar, along with a description of the conference/seminar from a website, catalog, brochure, etc.
- If the application is approved, employee must then submit within 45 calendar days of completion of the conference/seminar the approved application, a legible copy of the certificate of completion and a paid invoice/statement indicating fees charged and paid via an OHVA Expense Report. The invoice/ statement must contain the provider's name and address. Copies of canceled checks and credit card receipts will not be accepted.

OHVA REIMBURSABLE EXPENSES POLICY

Travel

Ohio Virtual Academy employees may be required to travel from time to time in order to conduct school business. Appropriate school-related travel expenses are reimbursable. Employees are asked to make sound economic choices when using taxpayer dollars for and during school-related travel.

OHVA's employees have enthusiastically embraced the "OHVA Goes Green Initiative" promoting environmental, economic, and educational benefits associated with carpooling for travel to school functions. Employees are encouraged to travel together whenever possible.

Travel Expense Policy:

- Official work-related vehicle mileage is reimbursed at the IRS Standard Mileage Rate.
- There will be no reimbursements for trips less than 10 miles round-trip unless travel is reoccurring for OHVA events.
- Any vehicle used for OHVA purposes must be covered by a liability insurance policy that complies with ORC Section 4509.51.
- Miscellaneous expenses such as parking, airport shuttle/taxi and mass transit are reimbursable upon proof of payment. Original receipts are required.
- Local travel associated with non-work-related social activities that take place during an extended stay at a school related conference, activity, testing or meeting should not be submitted for reimbursement as this is considered a personal expense.

Meals

Meals will be reimbursed when the employee travels outside their local area and their attendance is required; when the employee's work-related travel requires an overnight stay; or at the discretion of the Head of School.

Meal Reimbursement Policy:

- Breakfast: Up to \$9.00, including gratuity, if preceded by an overnight stay and a complimentary hotel breakfast is not included with your hotel stay.
- Lunch: Up to \$12.00, including gratuity.

- Dinner: Up to \$24.00, including gratuity.
- Itemized and dated receipts are required for all meal reimbursements.
- It is not sufficient to submit a credit card receipt as proof of the meal expense. Be sure to ask your server or cashier to provide you with the itemized receipt.
- Additional meals included on a receipt for non-OHVA employees that are within the reimbursable amount will not be covered.
- If you are having a meal where there are a number of people at the same table, request an individual receipt. If the restaurant won't accommodate this request, ask for a duplicate (original) receipt and circle your meal items. If this is the case, you will not be reimbursed for a portion of the taxes appearing on the receipt.
- If an employee is purchasing a meal for another OHVA employee, that employee's name and position must be listed on the expense report.
- When meals are included as part of a conference or meeting's registration fees, additional (duplicative) meal charges are not reimbursable.
- Alcohol is not a reimbursable expense and should not show up on any receipts to be submitted for reimbursement. Receipts listing alcohol will be voided and not processed.

Home Office Expenses

Each teacher is provided a home office supply budget reimbursable up to \$100 per school year. Printer ink/toner and printer/copy paper are not included as part of this budget. Office supplies are considered to be disposable items such as pens, pencils, post-its, paper clips, staples, ect. Additionally, the supply budget can be used for virtual instruction tools and subscriptions, provided the expenses do not exceed the \$100 limit and are approved by an administrator prior to purchase. Written approval should be attached to the expense upon submission. If you are unsure if an item is appropriate and reimbursable, check with the school's operations manager prior to purchasing the item. The home office supply budget cannot be used to purchase student incentives or prizes. Please consult with your administrator on the availability of incentives that can be used.

Home office Reimbursement Policy:

- Printer ink/toner should be ordered through EriInk. Contact information can be found on SharePoint.
- Paper is reimbursable up to \$7.00 per ream.
- All expenses should be submitted via the Abacus system. No hardcopy expense reports will be accepted unless authorized by the school Treasurer.

- Office supplies must be purchased on a separate receipt and restricted to items appropriate for home office expenses.
- Personal items should not be included on these receipts. Mixed receipts (personal and work related) will not be accepted. Please remember, for audit purposes, ITEMIZED RECEIPTS are always required for reimbursement. A credit card receipt listing the total purchase price is not sufficient for reimbursement and will not be accepted under any circumstances.
- Computer related accessories such as flash drives, headsets, microphones, and the like are generally not reimbursable as office supplies. If the need arises for computer accessories, you should contact the school's technology manager for approval prior to purchase. A maximum reimbursement of \$25 will be issued for replacement of headsets.
- Expense reports must be submitted within 45 calendar days of the incurred expenses
- Purchases going back more than 45 calendar days will not be reimbursed.
- All school year expenses must be submitted by June 15th or as otherwise announced to be eligible for reimbursement.

Phones

OHVA will provide a soft phone and phone service to all remote employees.

Internet

Internet service will be reimbursed quarterly upon receipt of all internet invoices. Note June deadlines.

Internet Reimbursement Policy:

- All statements for the quarter should be turned in at the same time for reimbursement and MUST include all pages of the statement.
- All statements for the quarter should be included in a single submission with the dates of service indicated in the notes.
- If internet is bundled with phone and cable the invoice must show the exact cost of internet within the bundle.

- OHVA cannot reimburse for taxes when internet bills are bundled with home services.
- Installation fees, paper statement fees, and late fees are not reimbursable.
- OHVA reserves the right to question any submission where internet costs are excessive or exploit the reimbursement policy. Such submissions may be partially reimbursed or denied.
- 2nd quarter internet statements for April and May must be submitted by 6/15. The June statement must be submitted within 45 days of the statement issue date.

Student Outings & Activities

Expenses associated with hosting student/parent activities may be reimbursed with prior written e-mail approval from the teacher's principal. Potentially eligible expenses may include nominal entrance fees for employees directing or supporting the event. Facilities costs should be avoided.

Any questions regarding whether any specific expense will be reimbursed by OHVA should be asked before incurring the expense. Never "assume" that an expense will be reimbursed. The Head of School makes the final determination as to whether any specific request for reimbursement will be approved.

Student Outing and Activities Reimbursement Policy:

- In order to be reimbursable, event specific items presented for reimbursement must be on original receipts restricted to this specific event.
 - If personal items are included, the receipt will not be honored.
- Student cards and gifts, including postage, are not reimbursable using public funds.
- Staff may not purchase gift cards and submit for reimbursement.
 - Any gift cards will be administered by the OHVA office using properly designated funds.
- While every effort is made to process expenses as quickly as possible, expenses may take up to 3 weeks to process depending on time of year and volume.

REQUEST FOR TIME OFF

For approval, hourly employees must submit requests for time off (RTO) via email to their manager. Once approved, employees will enter the time appropriately on their timesheets. Salary employees should submit their PTO in Workday for manager approval. Management is responsible for ensuring that all employees comply with OHVA's time keeping policy.

RESIDENCY

OHVA employees are required to reside either in the state of Ohio or within 100 miles of Ohio's border and to perform their job duties from such residence unless directed otherwise by the Head of School or designee. Falsification or misrepresentation of an employee's residence is grounds for termination. Employees who move outside of Ohio and are no longer within 100 miles of the Ohio border must notify the Head of School immediately upon relocating. The employee may remain employed with OHVA through the end of the current semester and will be considered to have voluntarily resigned their position at that time. Employees will continue to be required to attend all meetings that they would otherwise be required to attend. OHVA will reimburse travel expenses only for travel that is no more than 100 miles outside of Ohio's border. Any travel expenses that the employee incurs as a result of living outside of the established residency is the employee's responsibility (i.e., auto, air, train, hotel, meals, etc.).

RETURN OF SCHOOL RELATED PROPERTY

All confidential information and all documentation, copies of such documentation, equipment, and tangible personal property are and shall at all times remain the sole and exclusive property of OHVA.

Accordingly, when an employee's employment has been terminated, for whatever reason, the employee shall promptly return to OHVA the following:

- All confidential information and all documents, records, procedures, books, notebooks, and any other documentation in any form whatsoever (including, but not limited to, written, audio, video, or electronic information) containing any information pertaining to OHVA, including any and all copies of such documentation in the employee's possession or control regardless of whether such documentation was prepared or compiled by employee, the school, other employees of OHVA, representatives, agents, or independent contractors of OHVA. Employee will not retain any original, copy, description, document, data base, or other form of media that contains or relates to any confidential information whether produced by the employee or otherwise.
- All equipment or tangible property entrusted to the employee by OHVA must be returned by the employee upon termination.
- The employee shall not delete or destroy any information, confidential or otherwise from any equipment owned by OHVA.
- The employee shall permanently delete or destroy all copies of confidential information from all computers, disks, CD-ROMs, tapes, and other media owned or used by or accessible to Employee, other than from equipment owned by OHVA other than from equipment owned by OHVA.

Employee agrees and understands that they must return all Instructional Property, including laptop, in the same or similar condition in which such was received by Employee, minus normal wear and tear.

Employee agrees that they will be responsible for any damage to Instructional Property, including that the school issued laptop that is in excess of normal wear and tear.

All employees, upon termination of employment, must comply with this policy and will be required to execute an agreement acknowledging that they have complied with the policy. The agreement can be found in your Employee Agreement signed each year. The signed original will be placed in the employee's personnel file. Employees will need to contact Human Resources or their supervisor to arrange a time to return school property.

SAFE HARBOR POLICY

OHVA makes all good faith efforts to comply with all applicable laws, as enacted and as revised. Any existing applicable law and any enacted legislation will automatically become a policy of the school as applicable. Any existing policies that are contrary to law will automatically be without effect. Any employee who feels that a policy of the school is contrary to law may bring such matter to the attention of the Head of School.

SALARY INCREASES

Salary increases may be granted on an annual basis to employees at the complete discretion of the Board. If a salary increase is expected to be granted, the salary increase average will be provided in the annual budget approved by the Board. Typically, OHVA budgets for an average increase in salaries from one school year to the next, but this amount is completely at the discretion of the Board. The Head of School shall use the OTES score, along with an overall performance score provided by the staff manager, to determine a numerical score for each employee. The numerical score will rank staff overall which will then be used to determine the amount of salary increase for each employee being retained for the next school year. The Head of School shall report to the Board at its Annual Meeting the average salary increase received by retained employees from the prior school year.

SICK TIME

Ohio Virtual Academy understands that, at times, employees will need to be absent from work due to illness or other medical reasons.

If you are unable to report for work because of illness or for any other reason, please contact your supervisor immediately. Explain the reason for your absence as well as when you expect to return to work. You must keep your supervisor updated, regarding the status of your return, at all times. If your supervisor is unavailable when you call, contact Human Resources.

All full-time employees will accrue sick time that is to be used either when they cannot report to work/meeting or are not available to perform their duties from their home office due to personal illness or illness of a dependent. Employees must notify their immediate supervisor (Manager, Assistant Principal, Principal) by phone (email is not accepted) as soon as they realize they are not able to report to work/meeting or perform their duties from their home office.

- When time is taken off due to an illness/injury the employee must follow the Request for Time Off policy.
- All full-time employees will accrue 5.0 hours of sick time per pay period for salaried.
- All hourly employees will accrue 4.62 hours of sick time per pay period
- Sick time will accrue from August 1 – July 31.
- Employees may accumulate sick time to an aggregate of not more than 360 hours.
- After three days of consecutive absences, a physician's note explaining the need to be absent must be provided.
- OHVA does not accept sick time balances from other school districts.
- All new employees will begin with a balance of zero.
- Sick time will not be paid out upon termination of employment.

SOCIAL MEDIA

Ohio Virtual Academy is committed to maintaining a good relationship with its employees, its students, and the public. The way the public views OHVA is vital to OHVA's success in attracting students, retaining first class employees, recruiting new employees, and providing a quality education. Social networking and social media refer to any activity involving interaction in online communities. Employees are encouraged to use social media in the context of promoting OHVA and sharing knowledge in the area of online education. Unfortunately, the rules of conduct in these venues are not necessarily obvious, and the fast rate of change in this area prevents the development of comprehensive policies covering all aspects of social media engagement. Accordingly, this policy provides guidance on best practices for participation and to clarify how existing school policies apply to social media practices.

Social Media Considerations

The ease of use and accessibility of social media websites, as well as the benefits coming from their use, have to be balanced with a mature understanding of the implication in terms of privacy and reputation, for you, the school, and the people you are connected with via social media. Also, employees have to be aware of the potential legal implications of your social media activities.

Here are a couple of suggestions you should always consider:

- Before signing up for a social media service/tool, understand your rights under the terms of service
- Make sure you understand the privacy settings of the venue, and that you use them appropriately. Just because a community seems to be private, doesn't mean that it is
- Make sure you take the time to understand the rules of the community you are joining
- Understand how your contributions are going to be used and archived
- Take responsibility for what you publish (text, photos, videos, etc.)
- Be aware that whatever you publish on the web can be archived, found, and could possibly live forever on the web
- Before publishing or sharing anything, think about consequences

Social Media for Personal Use

The Ohio Virtual Academy guidelines only apply if you participate on social properties including, but not limited to: Twitter, YouTube, Facebook, MySpace, SlideShare, Flickr, Instagram, LinkedIn, Snapchat, and/or any public blog, and mention your affiliation with OHVA.

Ohio Virtual Academy understands employees may use social media for personal use. Blogs, wikis and other forms of online discourse are individual interactions, not school communications. OHVA employees are personally responsible for their posts.

The purpose of this policy is to:

- Guarantee a constructive relationship between OHVA and its employees
- Manage risk and preserve Ohio Virtual Academy's positive reputation
- Discourage the use of company time for personal social media activities
- Promote awareness among employees of the number of individuals who can access information presented on social networking sites

Representing Your School

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

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

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

Code of Conduct

In all interactions, including the ones happening in social media venues, make sure you are not violating the law and be aware of how your actions may reflect on your career, employer, and business partners.

OHVA's Internet Code of Conduct applies to social media venues as well:

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

In addition, employees are requested to:

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

Consideration towards Community and Peers

Part of the appeal of social media participation comes from the sense of community and the direct connection the Web allows people to have.

In order to nurture and preserve them, we recommend the following:

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

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

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

SOLICITATION & DISTRIBUTION OF LITERATURE

It is Ohio Virtual Academy's policy to prohibit solicitation and distribution for non-work causes, activities, organizations, or fundraising on its premises by employees and non-employees.

Solicitation or distribution of literature by employees is prohibited during the working time of either the employee making the solicitation or distribution or the targeted employee. Working time does not include an employee's authorized lunch or breaks or other times when the employee is not required to be working. Distribution of literature (group sponsored sales) is prohibited in work areas at any time. Non-work areas include the kitchen, break rooms, and bathrooms. Internal mail, including e-mail, is not to be used for unauthorized solicitation or distribution at any time. On occasion, OHVA may distribute material for philanthropic or school-related non-work activities.

TEACHER EVALUATION PROCESS

The Governing Board (Board) of Ohio Virtual Academy (OHVA) adopts the following teacher evaluation policy. A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operation of OHVA. The annual evaluation of teachers will be conducted in accordance with Ohio law and the standards-based statewide teacher evaluation alternative framework adopted by the Ohio Board of Education.

The Board directs the Head of School to implement this policy in accordance with Ohio law. This policy does not prohibit informal evaluations from occurring throughout the school year. Moreover, this policy does not prohibit disciplinary action or even termination of a teacher during a school year.

Definition of “Teacher”

This policy applies to OHVA employees who meet one of the following categories:

- A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of their time providing content-related student instruction

- A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of their time providing content-related student instruction

- A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of their time providing content-related student instruction

- A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of their time providing content-related student instruction

Assigning an Effectiveness Rating

The annual evaluation under this policy will result in an effectiveness rating of “Accomplished,” “Skilled,” “Developing,” or “Ineffective.” An effectiveness rating is based on the following three factors: 1) Teacher Performance; 2) Student Growth Measures and 3) Teacher Self-Evaluation. Forty-two and a half percent (42.5%) of the evaluation will be attributed to teacher performance, forty-two and a half percent (42.5%) will be attributed to multiple measures of student growth and fifteen percent (15%) will be attributed to teacher self-evaluation.

Teacher Performance, Student Growth Measures and Teacher Self-Evaluation ratings shall be combined to reach the summative teacher effectiveness rating. The Head of School shall submit a report to the Ohio Department of Education and Workforce (ODEW), consistent with ODEW guidelines and as required by Ohio law, concerning the number of evaluations conducted and the number of teachers assigned each effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The Head of School shall provide ODEW with all information concerning teacher evaluations as required by law, regulations, or guidelines.

Calculating Teacher Performance

The Head of School/designee shall select or develop, in consultation with teachers, evaluation tools to be used in calculating Teacher Performance.

Forty-two and a half percent (42.5%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following Ohio Standards for the Teaching Profession:

- Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach

- Understanding the Content Area for which they have Instructional Responsibility

- Understanding and Using Varied Assessment to Inform Instruction, Evaluate and ensure Student Learning

- Planning and Delivering Effective Instruction that Advances Individual Student Learning

- Creating Learning Environments that Promote High Levels of Learning and Student Achievement

- Collaborating and Communicating with Students, Parents, Other Educators, School Administrators and the Community to Support Student Learning

- Assuming Responsibility for Professional Growth, Performance and Involvement

The current Ohio Teacher Evaluation System Performance Rubric is attached hereto as Exhibit A and incorporated herein

Calculating Student Growth Measures

For purposes of this policy, “student growth” means the change in student achievement for an individual student between two or more points in time. In the calculation for student academic growth, a student who has sixty or more excused and/or unexcused absences for the school year will not be included.

Student growth may be evaluated by a combination of the following:

- Teacher Level Value-Added - “Value-Added” refers to the value-added methodology provided by ODEW
- ODEW Approved Assessment - The Head of School/designee, in consultation with teachers, will utilize the assessments on the approved list as they deem necessary and appropriate in order to calculate student growth
- Board-Determined Measures - For courses of instruction in which neither teacher level value-added data nor ODEW-approved assessments are available, the Head of School/designee, in consultation with teachers, shall establish a process in accordance with ODEW guidance to create Student Learning Objectives (SLOs) to measure student growth in these courses of instruction

Data from the previous multiple measures will be converted to a score of:

- 1 – Above Grade Level
- 2 – Expected Grade Level
- 3 – Below Grade Level

Calculating Teacher Self-Evaluation

The Head of School/designee shall select or develop, in consultation with teachers, evaluation tools to be used in calculating Teacher Self-Evaluation. Fifteen percent (15%) of the effectiveness rating will be attributed to Teacher Self-Evaluation.

Evaluation Timeline

OHVA administrators shall conduct an evaluation of each teacher subject to this policy at least annually and must be completed by May 1st. Each teacher subject to this policy shall be provided with a written copy of the evaluation results by May 10th.

The Board elects to evaluate a teacher receiving an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation once every two years and such evaluation will be consistent with this policy.

Credentialed Evaluators

The Head of School shall be responsible for providing a recommended list of credentialed evaluators to the Board for approval. The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this policy shall be conducted by a person holding evaluator credentials established by ODEW.

Professional Growth and Improvement Plans

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix. Teachers who meet Above-Expected levels of student growth must develop a professional growth plan and choose their credentialed evaluator for the evaluation cycle from the Board-approved list.

Teachers who meet Expected levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle from the Board-approved list. The teacher will have input on the selection of a credentialed evaluator for the evaluation cycle.

Teachers who meet Below-Expected levels of student growth must develop an improvement plan with the credentialed evaluator assigned by the Head of School/designee for the evaluation cycle from the Board- approved list.

TIME SHEETS

All hourly employees must record their time worked on a daily basis and submit it to their supervisor for approval on a bi-weekly basis.

TUITION REIMBURSEMENT

Eligible employees may seek reimbursement of approved college courses related to their job responsibilities.

Eligibility:

Active full-time employment status.

Employee has at least six months of service at the time of reimbursement and is still employed by OHVA when final paperwork for reimbursement is submitted.

Course must have started after date of hire.

Eligible and Ineligible Expenses:

Tuition (general and instructional fees), lab fees, technology fees, and text books are eligible for reimbursement.

Application, registration, graduation and parking fees are not eligible for reimbursement.

Eligible Courses:

Provide college credit

Pre-approved by Head of School or Designee

Meet at least one goal specified in the employee's Individual Professional Development Plan (IPDP) (if required by position).

Provide knowledge and/or skills that relate to the employee's position.

Courses cannot be attended during business hours

Examples of eligible courses may include:

Subject matter courses such as: Math, Science, Reading, Educational Leadership

Special Education

Courses related to the state content standards and Highly Qualified status

Reimbursement Determined:

Grades of A – C or passing are eligible for full reimbursement

Employees may receive up to \$1,000 per each fiscal year (July 1 – June 30). If more applications are received than budgeted, employees will be chosen on a “first come, first served” basis.

Applying for Reimbursement:

Employees must submit an application (obtain from Human Resources) no later than 14 days prior to the beginning of the course, along with a description of the course from a website, catalog, brochure, etc.

If the application is approved, employee must then submit within 45 calendar days of completion of the course a legible copy of the grade/certification and a paid invoice/statement indicating fees charged and paid. The invoice/statement must contain the provider’s name and address. Copies of canceled checks and credit card receipts will not be accepted.

Reimbursements will be included in payroll direct deposits

VOTING

Ohio Virtual Academy believes that it is the responsibility and duty of employees to exercise the privilege of voting in elections. All employees should be able to vote either before or after regularly assigned work hours. However, when this is not possible due to work schedules, managers are authorized to grant a reasonable period of time, during the workday to vote. Employees must notify their supervisor in advance if their work schedule will not permit them time to vote on Election Day. Alternate scheduling or absentee voting may be options.

WORKPLACE DATING/CONSENSUAL RELATIONSHIPS

OHVA strives to provide a work environment that is collegial, respectful and productive. This policy establishes rules for the conduct of personal relationships between employees, including supervisory personnel, in an attempt to prevent conflicts and maintain a productive and friendly work environment.

Procedure

A “personal relationship” is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature.

An employee who is involved in a personal relationship with another employee may not occupy a position in the same department as, work directly for, or supervise the employee with whom he or she is involved.

OHVA reserves the right to take prompt action if an actual conflict or the potential for conflict of interest arises concerning individuals who engage in a personal relationship that may affect the terms and conditions of employment. Supervisors and managers are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.

When a conflict or the potential for conflict arises because of a personal relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment, or terminated from employment. If such a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the department director or manager.

Policy Prohibiting the Aiding and Abetting of Sexual Abuse – Employment References

Background/Purpose

Under section 8546 of the ESSA(20 U. S. C. § 7926), every state, state educational agency (SEA), and/or local educational agency (LEA) that receives ESSA funds must have in place laws, regulations, or policies that prohibit the SEA, LEA, or school, as well as any school employee, contractor, or agent, from providing a recommendation of employment for an employee, contractor, or agent that the SEA, LEA, or school, or the individual acting on behalf of the SEA, LEA, or school, knows, or has probable cause to believe, has engaged in sexual misconduct with a student or minor in violation of the law. The SEA, LEA, school, or individual acting on behalf of one of those entities would not be prohibited from following routine procedures regarding the transmission of administrative or personnel files but would be prohibited from doing more than that to help the employee obtain new employment.

Purpose

To inform all employees of Ohio Virtual Academy of the requirement to Prohibiting the Aiding and Abetting of Sexual Abuse through the provision of recommendations for a new job for an individual who engaged in sexual misconduct with a student or minor in violation of the law.

Policy Statement

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

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

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

These exceptions are:

- (1)(A) the matter has been properly reported to a law enforcement agency with jurisdiction over the alleged misconduct;
- (B) the matter has been properly reported to any other authorities as required by Federal, State, or local law, including Title IX of the Education Amendments of 1972 (20 U. S. C. 1681 et seq.) and the regulations implementing such title under part 106 of title 34, Code of Federal Regulations, or any succeeding regulations; and

(2)(A) the matter has been officially closed or the prosecutor or police with jurisdiction over the alleged misconduct has investigated the allegations and notified school officials that there is insufficient information to establish probable cause that the school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law;

(B) the school employee, contractor, or agent has been charged with, and acquitted or otherwise exonerated of the alleged misconduct; or (C) the case or investigation remains open and there have been no charges filed against, or indictment of, the school employee, contractor, or agent within 4 years of the date on which the information was reported to a law enforcement agency.

If you have questions regarding this policy or your responsibilities under it, please reach out to the HOS.

Substitute Teacher & Staff Policy

Substitute Structure

OHVA understands that teachers/staff may take extended time off within the allowed time off policy in the handbook. This also means that it may be necessary for the caseload of students to be covered during a period of time. Internal OHVA teachers and staff are used to provide this coverage for a temporary period and will be eligible for sub pay for completing the coverage.

- OHVA employees may provide coverage for up to ½ of the board approved student ratio for any given position.
- OHVA employees serving in this sub capacity will complete all required duties for the student caseload, in addition to their current job duties and responsibilities.
- OHVA's Head of School or designee may make an exception to the allowed coverage ratio should the need arise.
- OHVA will utilize the guidance provided by the Ohio Department of Education and Workforce on licensure requirements.

General Substitute Duties

Professionalism is always expected.

Hold live class sessions for students, in addition to regularly scheduled sessions for current students. (As determined by the grade band structure and administration)

Provide all academic and school services scheduled for students being covered.

Substitute teachers are expected to assume all responsibilities and assigned duties of the regular teacher.

Substitute teachers may be asked to perform other tasks by the building administrator(s) during times when the substitute is not assigned regularly scheduled duties.

Communicate with school administration on a regular basis.

Provide a summary or notes to the OHVA employee coverage is being conducted for upon their return.

Report incidents through the proper OHVA channels and process.

Compensation Daily Rate (All OHVA positions)

\$55.00 per day

All sub pay will be provided through direct deposit in the form of a stipend at the conclusion of the sub coverage. OHVA employees are required to report and submit their weekly student coverage numbers on the approved worksheet to be verified by administration and payroll.

Special Education

1. Substitute Teaching License requirements

- **Education Degree**
 - Applicants who have a post-secondary degree in Education may apply for an Education Degree-Unlimited substitute license.
 - This substitute license is valid for teaching unlimited days in any subject or grade level, including intervention specialist areas.
- **Subject Area Degree**
 - Applicants who have a post-secondary degree in a specific subject area, such as Mathematics or English, for example, may apply for the substitute license in the related subject area.
 - This substitute license is also valid for teaching one semester in any other subject or grade level with local school board approval. The employing school board may approve additional subsequent semesters in the same class for individuals who are limited to teaching one semester in a specific class.

2. Preparation and Training

- **Pre-Assignment Training:**
 - Ensure substitutes receive training specific to special education, including understanding IEPs (Individualized Education Programs), behavior management strategies, and the specific needs of students they will work with.
 - Provide training on all OHVA platforms relevant to substitute teaching placement.
 - Provide access to relevant training modules or workshops.
- **Orientation:**
 - Conduct a thorough orientation session covering school policies, emergency procedures, and classroom routines.
 - Introduce substitutes to all OHVA staff members relevant to their teaching assignment.

3. Documentation and Resources

- **IEP Access:**
 - Provide substitutes with access to IEP writing software, and all platforms related to the development of IEP's.

- Provide substitute with a complete caseload list which contains all student demographic information.
- **Classroom Materials:**
 - Ensure that lesson plans, behavior management plans, and necessary materials are readily available.
 - Provide an organized Caseload Master spreadsheet

4. Support and Communication

- **Collaboration:**
 - Assign a Lead Special Education teacher, a special education Administrator, and a Lead general education teacher, to support substitutes and answer questions.
 - Encourage collaboration with paraprofessionals and aides familiar with the students.

5. Evaluation and Improvement

- **Performance Evaluation:**
 - Conduct regular evaluations of substitutes' performance, focusing on their ability to meet the needs of special education students.
 - Use evaluations to identify areas for further training and support.
- **Policy Review:**
 - Periodically review and update the substitute teacher policy to reflect changes in special education practices and regulations, to ensure the policy remains effective and comprehensive.

Appendices

Title
Section 504 Manual and Procedures
Sped Manual

**Extension Amendment to Third Amended and Restated Education,
Administrative, and Technology Services Agreement**

Pursuant to Section 14.09 of the Third Amended and Restated Education, Administrative, and Technology Services Agreement (the "Agreement") which was made and entered into as of the 1st day of July, 2017, by and between K12 Virtual Schools L.L.C. ("K12"), and the Ohio Virtual Academy ("OHVA"), K12 and OHVA hereby agree to modify Section 3.01 as follows:

3.01 Term. Subject to Article VII and Section 3.02 below, this Agreement will become effective as July 1, 2017 and end on **June 30, 2025** (the "Termination Date").

Pursuant to Section 3.02, OHVA has notified K12 of its intention not to renew this Agreement upon its expiration on June 30, 2025, but will engage in negotiations with K12 for a new Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Extension Amendment as of the dates indicated below.

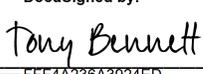
OHIO VIRTUAL ACADEMY INC., an Ohio nonprofit corporation

By: _____

Its: Board President _____

Date: _____

K12 Virtual Schools L.L.C., a Delaware limited company

By:  _____
Document ID: FFF4A236A3924ED...

Its: President of Schools _____

Date: 5/10/2024 | 4:11 PM PDT _____

**AMENDMENT TO
COMMUNITY SCHOOL CONTRACT**

Ohio Council of Community Schools and the Governing Authority of Ohio Virtual Academy hereby accept the following Amendment to the Community School Contract with Ohio Virtual Academy:

1. The first sentence of Section I shall be amended as follows:

To change the expiry date of the contract to: June 30, 2024
2. This Amendment is effective immediately.
3. All of the other provisions of this Community School Contract shall remain unchanged.

OHIO COUNCIL OF COMMUNITY SCHOOLS

By: _____
Robert Rice, Chairman

Date

OHIO VIRTUAL ACADEMY

By: _____

Date

COMMUNITY SCHOOL CONTRACT

This Community School Contract (“Contract”) is entered into by and between the Ohio Council of Community Schools (hereinafter “**Sponsor**”); and the Board of Trustees as the governing authority of the Ohio Virtual Academy (hereinafter “**Governing Authority**”), an entity established in accordance with Chapter 1702 of the Ohio Revised Code. The parties intend, after it has been fully executed, for this Contract to be made effective July 1, 2024.

WHEREAS, Chapter 3314 of the Ohio Revised Code permits the formation and operation of community schools; and

WHEREAS, the Ohio Council of Community Schools is an authorized **Sponsor** under Chapter 3314 of the Ohio Revised Code; and

WHEREAS, Ohio law allows the **Governing Authority** and the **Sponsor** to enter into a contract to allow for the continued operation of a community school; and

WHEREAS, the **Governing Authority** seeks to continue to operate a community school.

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

- A. **Continuation of Community School.** The **Governing Authority** and the **Sponsor** agree that the **Governing Authority** may continue to operate the community school known as Ohio Virtual Academy (hereinafter referred to as the “**School**”) as permitted by and subject to applicable federal laws, the laws of the state of Ohio, and the terms of this Contract. The **Governing Authority** responsible for carrying out the provisions of this Contract, as stated herein, is the Ohio Virtual Academy Board of Trustees. The **Sponsor** is also responsible for carrying out the provisions of this Contract, as stated herein.
- B. **Community School Obligations.** The **Governing Authority**, for itself and on behalf of the **School**, covenants and agrees as follows:
1. As required by Section 3314.03(A)(1) of the Ohio Revised Code, the **School**, having been established as either a nonprofit corporation (if established under Chapter 1702 of the Ohio Revised Code prior to April 8, 2003), or a public benefit corporation (if established after April 8, 2003), shall be operated and maintain its status as a nonprofit corporation in good standing.
 2. The **School’s** Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Code of Regulations, Taxpayer Employer ID No., Ohio certificate of non-profit status, and IRS Letter of Determination of the **School’s** federal tax-exempt status (or, until the Letter of Determination is issued, copy of the submitted IRS Form 1023) are attached at **ATTACHMENT 1** to this Contract. If any of these documents are modified or created subsequent to this Contract being

executed, the **School** must submit these documents to the **Sponsor** in a timely manner, not to exceed 30 days after receipt or execution.

3. Except as otherwise permitted by this Contract or the **Sponsor**, any future contracts entered into with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the expiration date of this Contract or in 10 years, whichever date is earlier.
4. In accordance with the Ohio Revised Code, as a community school pursuant to Chapter 3314 of the Ohio Revised Code, the **School** shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.948, 3302.037, 3313.472, 3313.50, 3313.539, 3313.5310, 3313.5318, 3313.5319, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.6025, 3313.6026, 3313.6028, 3313.6029, 3313.643, 3313.648, 3313.6411, 3313.6413, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.669, 3313.6610, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.7117, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.818, 3313.819, 3313.86, 3313.89, 3313.96, 3319.073, 3319.077, 3319.078, 3319.0812, 3319.238, 3319.318, 3319.321, 3319.324, 3319.39, 3319.391, 3319.393, 3319.41, 3319.46, 3320.01, 3320.02, 3320.03, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3322.20, 3322.24, 3323.251, 3327.10, 4111.17, 4113.52, 5502.262, 5502.703, and 5705.391 and Chapters 117., 1347., 2744., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code, as if it were a school district and will comply with Section 3301.0714 of the Ohio Revised Code in the manner specified in Section 3314.17 of the Ohio Revised Code. Additionally, if applicable, the **School** will comply with Sections 3301.50 to 3301.59 of the Ohio Revised Code and the minimum standards for preschool programs prescribed in rules adopted by the state board under Section 3301.53 of the Ohio Revised Code.

The **School** will comply with Sections 3313.6021 and 3313.6023 of the Ohio Revised Code as if it were a school district unless it is an internet- or computer-based community school, or a community school in which a majority of the enrolled students are children with disabilities as described in division (A)(4)(b) of Section 3314.35 of the Ohio Revised Code.

As outlined in Section 3323.012 of the Ohio Revised Code, the **School** is considered a school district for purposes of Chapter 3323 of the Ohio Revised Code. The **School** is also considered a school district for all purposes provided for in Section 3314.082 of the Ohio Revised Code. The **School** shall also comply with Chapter 102 and Section 2921.42 of the Ohio Revised Code and must have a conflicts of interest policy. The **School** will comply with Sections 3302.04 and 3302.041 of the Ohio Revised Code, except that any action required to be taken by a school district pursuant to those Sections shall be taken by the **Sponsor** in accordance with the Ohio Revised Code. However, the **Sponsor** shall not be

required to take any action described in Division (F) of Section 3302.04 of the Ohio Revised Code. The **School** shall comply with federal and state laws regarding the education of students with disabilities.

Pursuant to 3314.037, as applicable, members of the **Governing Authority**, the designated fiscal officer, the Chief Administrative Officer, other administrative employees of the **School**, and all individuals performing supervisory or administrative services for the **School** through a contract between the **Governing Authority** and the operator of the **School** shall complete training on an annual basis on the public records and open meetings laws. All **Governing Authority** members shall annually submit to the Sponsor a conflicts of interest disclosure.

The **School**, unless it is an internet- or computer-based community school, will comply with Section 3313.801 of the Ohio Revised Code, as if it were a school district.

5. The **School** and **Governing Authority** shall not carry out any act or perform any function that is not in compliance with the Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law.
6. **ATTACHMENT 2** contains the deed or lease agreement and an outline of the **School** facilities including: a detailed description of each facility used for instructional purposes, specifying the location of the **School**, the physical and/or mailing address, and approximate number of square feet utilized by the **School**; the annual costs associated with leasing each facility that are paid by or on behalf of the **School**; if applicable, the annual mortgage principal and interest payments that are paid by the **School**; and the name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any. The facilities used by the **School** will not be changed or altered in a way that would materially impact the available square footage without the prior written consent of the **Sponsor**, which consent shall not be unreasonably withheld, delayed, or conditioned. To the extent that square footage is moved or replaced with alternative classroom settings, the **Sponsor** must consent to any such changes which consent shall not be unreasonably withheld, delayed, or conditioned.

If the **School** changes or expands its location, and such location has been or will be leased, no lease shall be signed by the **Governing Authority** unless in accordance with the financial plan included with **ATTACHMENT 7**, which may be revised to include the specifics of the costs for the new location. The **Sponsor** shall have the right to inspect the site before a lease is signed. If the location has been or will be purchased by the **Governing Authority**, the contract of sale and related documents shall not be signed unless in accordance with the financial plan included with **ATTACHMENT 7**, which may be revised to include the specifics of the costs for the new location. Approval of the financial plan or site shall not be unreasonably

withheld and/or delayed. After leasing or purchasing a site, a copy of the fully executed lease or conveyance documents, subsequent amendments, modifications, or renewals thereof, and all related documents shall be provided to the **Sponsor** within 10 business days and included in **ATTACHMENT 2**, along with updated facilities information as specified above and in Section 3314.03(A)(9) of the Ohio Revised Code.

Any facility used for or by the **School** shall meet all applicable standards established by state or federal law for community school buildings, including, but not limited to, all requirements imposed by the Americans with Disabilities Act unless legally exempted.

The **Governing Authority** recognizes the rights of public health and safety officials to inspect the facilities of the **School** and to order the facilities closed if those facilities are not in compliance with health and safety laws and regulations.

The Ohio Department of Education and Workforce has the authority as the community school oversight body to suspend the operation of the **School** under Section 3314.072 of the Ohio Revised Code if the Ohio Department of Education and Workforce has evidence of conditions or violations of law at the **School** that pose an imminent danger to the health and safety of the **School's** students and employees working in the **School** and the **Sponsor** refuses to take such action.

7. The **School** shall be authorized to provide learning opportunities for grades K-12 for at least 25 students for a minimum of 920 hours per school year or in accordance with any applicable changes of law.
8. The **School** was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the **Sponsor** may terminate this Contract. For purposes of this Section, if the **School** is new but the faculty and students in 1997 were almost all located at the same non-public chartered or non-chartered school in existence on January 1, 1997, the **School** will be considered to be a non-public chartered or non-chartered school.
9. The **School** shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations, and it will not be operated by a sectarian school or religious institution.
10. A list of the current members of the **Governing Authority**, including all contact information required by law, is included as **ATTACHMENT 3**. A description of the process by which the **Governing Authority** of the **School** shall be selected in the future shall also be included, unless that process is outlined in the Code of Regulations included with **ATTACHMENT 1**. The **Governing Authority** shall consist of not less than 5 members and a majority of the members must live in the counties where students enrolled in the **School** are located. In accordance with

Section 3314.035 of the Ohio Revised Code, the **Governing Authority** shall ensure the name of each member is posted on the **School's** website. For new members, the **School's** website shall be updated within 30 days of appointment.

No person shall serve on the **Governing Authority** under any of the circumstances prohibited by Section 3314.02(E) of the Ohio Revised Code, including, but not limited to, serving on the governing authority of more than 5 community schools at the same time, unless as allowed by Section 3314.02(E)(3) of the Ohio Revised Code. Additionally, in accordance with Section 3314.02(E)(7), each then current member of the **Governing Authority** shall make the required annual disclosures by October 31 of each year or within 60 days of appointment to the **Governing Authority**.

Meetings of the **Governing Authority** must occur at least 6 times per year in the county in which the **School** is located. Unless the **Governing Authority** has approved a different rule in compliance with the requirements in Section 121.22 of the Ohio Revised Code, proper notice of any regularly scheduled meeting and all special meetings shall be published on the **School's** website and any other location that the **School** determines would be useful to provide notice of its public meeting. Written notification of any regularly scheduled meeting shall be provided to the **Sponsor** at least 7 days in advance and notice to the **Sponsor** shall be provided immediately upon the scheduling of any special or emergency meeting. Appropriate documents related to any public meeting under Section 121.22 of the Ohio Revised Code shall be provided to the **Sponsor** at the same time they are provided to **Governing Authority** members.

At all times, 1 representative of the **Sponsor** or its designee shall be granted all rights and privileges associated with being a non-voting member of the **Governing Authority**, but shall not be considered a member of the **Governing Authority** under any provision of Ohio law or this Contract. This representative or designee has the authority to attend all executive sessions, unless explicitly excused by the **Governing Authority** so that the **Sponsor** may be discussed, to avoid unintentional waiver of attorney-client privilege, or some other good cause, as determined by the **Governing Authority**.

All members of the **Governing Authority** must be approved by the **Sponsor** prior to appointment as an official member counted for quorum and voting purposes, which approval shall not be unreasonably withheld, conditioned, or delayed. Any individual under final consideration for appointment to the **Governing Authority** shall have an Ohio and federal criminal records check conducted in the manner described in Section 3319.39 of the Ohio Revised Code and as may be required by law every 5 years after the initial criminal records check is performed. The results of these criminal records checks shall be provided first to the **Governing Authority** or its legal counsel and then to the **Sponsor**. Any consent needed to forward the results of the criminal records checks by prospective **Governing Authority**

members shall be obtained by the **Governing Authority**. The names, mailing addresses, electronic mail addresses, telephone numbers, and biographical information reflecting experience, education, and/or professional information of current and prospective members of the **Governing Authority** shall also be provided to the **Sponsor**. To the extent that the **Sponsor** needs assistance from the **Governing Authority** confirming the lack of findings of recovery, assistance from the **Governing Authority** will not be unreasonably withheld.

Within 1 year of appointment to the **Governing Authority**, all members without community school governing authority experience must attend at least 4 hours of training. Any training offered by the **Sponsor** shall be free of charge. The annual training required in Section 3314.037 of the Ohio Revised Code shall count toward the required hours of training noted above. The **Governing Authority** shall be permitted to obtain training from an outside provider with approval given by the **Sponsor**, which approval shall not be unreasonably withheld or delayed.

The **Governing Authority** may provide by resolution for the compensation of each of its members in accordance with Ohio law. The **Governing Authority** shall submit such a resolution to the **Sponsor** promptly upon its approval.

Additionally, any attorney, accountant, or entity specializing in audits, contracted by the **Governing Authority** shall be independent from the **Sponsor** and operator as contracted by the **Governing Authority**.

11. The **School's** Head of School is considered the **School's** Chief Administrative Officer and will be the **School's** leader and chief administrator. This individual is responsible for the daily operations at the **School** and will be listed in any state reporting system as the Superintendent, or other similar title. Within 5 business days, the **School** or the **School's** designee shall notify the **Sponsor**, in writing, of any change in the identity of the **School's** Chief Administrative Officer and shall include any documentation required by law.
12. The **School** shall begin operation for the academic year no later than September 30 (unless it is a drop-out prevention and recovery program) by teaching the minimum number of students required by law or this Contract.
13. The **School's** Educational Plan, including its Purpose Statement/Mission, academic goals, characteristics of students the **School** is hoping to attract (including ages and grades), instructional program and methods, focus of the curriculum, educational philosophy of the **School**, and a description of the learning opportunities that will be offered to students (including both classroom and non-classroom based learning opportunities, if present) that complies with the criteria for student participation in Section 3314.08(H)(2) of the Ohio Revised Code are attached as **ATTACHMENT 4**. If applicable, **ATTACHMENT 4** shall also include a notation if the **Governing Authority** is seeking designation as a STEM school equivalent under Section

3326.032 of the Ohio Revised Code, and, if the **School** is operating using the blended learning model as defined in Section 3301.079 of the Ohio Revised Code, the required information as outlined in Section 3314.03(A)(29) of the Ohio Revised Code. The **Governing Authority** shall give the **Sponsor** advanced written notice of its desire to update **ATTACHMENT 4**; however, changes shall not be implemented without prior written approval of the **Sponsor**, which approval shall not be unreasonably withheld. Additionally, if the **School** is serving any of grades K-8, multiple grade levels shall not be served concurrently in the same classroom without prior written approval of the **Sponsor**, which approval shall not be unreasonably withheld.

As part of the **School's** Educational Plan, the **School's** teachers shall conduct site visits with their students in person throughout the school year. The plan for conducting site visits with students is found in **ATTACHMENT 4**.

The **School** shall use a filtering device or install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use by the **School**. The **School** shall provide such device or software at no cost to any student who works primarily from the student's residence on a computer obtained from a source other than the **School**.

In the event the **School** is at risk of state-issued sanctions, including, but not limited to, permanent closure based upon poor academic performance, the **Sponsor** may take prompt action to require additional information and requirements be incorporated into **ATTACHMENT 4**. In such an instance, the **School** and **Governing Authority** agree to comply with reasonable requests, including, but not limited to, an in-depth evaluation of the **School's** curriculum and instructional methods by qualified curriculum and instructional professionals, quarterly reviews of the School Improvement Plan, and any other items deemed necessary by the **Sponsor**.

14. The Performance and Accountability Plan is included as **ATTACHMENT 5** and identifies the minimum performance standards and/or performance requirements to be satisfied by the **Governing Authority** and the **School** in the Core Performance Areas of legal compliance, organization and operational performance, financial performance, and student and academic performance, including all applicable report card measures set forth in Sections 3302.03 or 3314.017 of the Ohio Revised Code.

Within 60 days of being notified by the **Sponsor**, the **Governing Authority** shall submit a Performance Improvement Plan, as outlined in the Performance and Accountability Plan, for any individual indicator, goal, or data point where the **Governing Authority** or **School** did not meet the standards.

The Performance and Accountability Plan will be a significant factor in any

Sponsor action in accordance with Section F. of this Contract, including, but not limited to, requiring a Performance Improvement Plan, being placed on probation, or issuing an intent to suspend operations. Additionally, an egregious underperformance or a consistent inability to meet the standards of indicators, goals, or data points in any of the Core Performance Areas will also factor into any action taken by the **Sponsor**. The **Sponsor** reserves the right to make changes to the Performance and Accountability Plan as necessary. The **Governing Authority** recognizes that these changes may be required and the **Sponsor** agrees to reasonably negotiate any changes with the **Governing Authority**, prior to implementation.

The **School** shall timely administer all statewide achievement assessments required by law, and the results of the assessments will be a factor used to determine progress toward meeting the student and academic performance requirements included in the Performance and Accountability Plan.

15. Within 4 months after the end of each school year, the **Governing Authority** must submit a report of its activities and progress in meeting the goals and standards set forth in this Contract and its financial status to the **Sponsor** and the parents of all students enrolled in the **School**.
16. The **Governing Authority** or its designee shall report annually to the **Sponsor** and the State Board of Education on the day set by the State Board of Education all of the reporting requirements set by Chapter 3314 of the Ohio Revised Code, including, but not limited to, those found in Section 3314.08(B) of the Ohio Revised Code.
17. The **Governing Authority** or its designee shall report in writing every month to the **Sponsor** with statistics and other items required by the **Sponsor**, including financials, enrollment, staff and teacher turnover, expulsions, suspensions, and shall respond promptly to the **Sponsor's** inquiries regarding such information or other matters the **Sponsor** reasonably deems important. The **Sponsor** shall be allowed to observe the **School** in operation at site visits and shall have open access for such visits. Upon the written request of **Sponsor**, the **Governing Authority** shall also report in writing all of the following data: total assets, current assets, total liabilities, current liabilities, total number of people on payroll, gross revenue, occupancy cost, payroll/instruction cost, state revenue, operator fee cost, grant revenue, and total number of students.

The **Governing Authority**, **School**, and **Sponsor** agree and state that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act (“FERPA”) and 34 CFR Part 99, the **Sponsor** is an authorized representative of a state educational authority and that the **School** is permitted to disclose to the **Sponsor** personally identifiable information from an education record of a student without parental consent (or student consent where applicable) and that the

Sponsor is authorized by federal, state, and local law to conduct audits and compliance evaluations of federal and state supported education programs. Accordingly, the **School** agrees to grant to **Sponsor's** employees with an applicable legitimate educational interest access as defined hereinafter to "education records" as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its agent(s) (including, if applicable, the operator) that is reportable to the Ohio Department of Education and Workforce or its agencies, to the Ohio Auditor of State, or to any outside vendor, and to which the **Sponsor** has a legitimate educational interest. Such information shall include, but is not limited to, the School Options Enrollment System, and the Education Management Information System, or any successor systems. "Full and complete access" shall include the ability to inspect and copy paper and electronic documents at the **School** and the **School** or its agent(s) (including, if applicable, the operator) shall provide usernames and passwords where applicable to enable the **Sponsor** to have remote self-service access in read-only format, if available. The **School's** disclosure of education records to the **Sponsor** is specifically subject to the requirements set forth in 34 CFR 99.35 as agreed to by the **Sponsor**.

The **Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to Section 3319.39(D) of the Ohio Revised Code, for purposes of receiving and reviewing the results of criminal records checks performed pursuant to Section 3319.39(A)(1) of the Ohio Revised Code for employees working at the **School** and authorizes its agent(s) (including, if applicable, the operator) to communicate this information directly to the **Sponsor**.

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

The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages incurred by the **Governing Authority** and/or **School** that result from the **Sponsor's** failure to comply with FERPA, or the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of education records and the results of criminal records checks. **Sponsor** shall also be responsible for any liability or adverse consequence(s) to the **Governing Authority** and/or **School** resulting from an accidental or other deletion, release, or alteration of information or data systems of the **School** or Ohio Department of Education and Workforce as a result of such access. It is expressly understood that the **Governing Authority** and the **School** will not defend, indemnify or hold harmless the **Sponsor** related to any costs or damages related to Section B.17 of the Contract.

18. The admission procedures of the **School** are set forth in **ATTACHMENT 6** and shall comply with Section(s) 3314.06, and, if applicable, 3314.061 of the Ohio Revised Code, including the following requirements:
- (a) Specify that the **School** will not discriminate in its admission of students to the **School** on the basis of gender, race, religion, color, national origin, disability, intellectual ability, athletic ability, or measurement of achievement or aptitude; and,
 - (b) Be open to any individual entitled to attend school in the state of Ohio pursuant to Section 3313.64 or Section 3313.65 of the Ohio Revised Code, except that admission to the **School** may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of “at-risk” that the parties to this Contract agree upon, and/or; (iii) residents of a specific geographic area within the district as defined in this Contract.

The **Governing Authority** and **School** shall allow the enrollment of students who reside in any district in the state of Ohio, unless the admissions procedures set forth in **ATTACHMENT 6** establishes a different and lawful enrollment policy.

The **School** will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve the racial and ethnic balance reflective of the community it serves. The **School's** methods for achieving this balance are described in **ATTACHMENT 6**.

Notwithstanding the admissions procedures of this Contract, in the event that the racial composition of the enrollment of the **School** violates a federal desegregation order, the **School** shall take all corrective measures to comply with the desegregation order.

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

19. Tuition in any form shall not be charged for the enrollment of any student, except for the enrollment of any student who is not a resident of Ohio in accordance with Section 3314.08(F) of the Ohio Revised Code. The **School** shall not require contributions either from any student eligible to enroll or enrolled in the **School** or from any parent or guardian of a student who is enrolled or intending to enroll in the **School**. Nothing in this Section shall prevent the **School** from charging

reasonable class, book, or similar fee(s), or engaging in voluntary fund-raising activities.

20. The **School** shall follow all reasonable dismissal procedures, according to Section 3314.03(A)(6)(a) of the Ohio Revised Code.
21. The **Governing Authority** shall adopt a school attendance policy that includes procedures for verifying attendance, as required by law, and for automatically withdrawing a student from the **School** if the student, without legitimate excuse, fails to participate in 72 consecutive hours of the learning opportunities offered to the student. Attendance and participation policies will be available for public inspection. Attendance and participation records shall be made available to the Ohio Department of Education and Workforce, the Ohio Auditor of State, and the **Sponsor**, to the extent permitted by FERPA and Section 3319.321 of the Ohio Revised Code.

The **Governing Authority** shall adopt an enrollment and attendance policy or policies that requires a student's parent to notify the **School** when there is a change in the location of the parent's or student's primary residence. Such policy or policies shall also require the verification of student residence and address information for students enrolling in or attending the **School**.

22. The **Governing Authority** shall adopt a policy regarding suspension, expulsion, emergency removal, and permanent exclusion of a student that specifies, among other things, the types of misconduct for which a student may be suspended, expelled, or removed, and the due process related to any action taken under this Section. The policy and practices shall comply with the requirements of Sections 3313.66, 3313.661, and 3313.662 of the Ohio Revised Code. Those policies and practices shall not unlawfully infringe upon the rights of students with disabilities as provided by state and federal law.
23. Unless operations are suspended in accordance with Section 3314.072 of the Ohio Revised Code, the **School** must remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction to the fullest extent possible, unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, but is not obligated to, assume operation of the **School** as provided for in Section 3314.073 of the Ohio Revised Code. Provided prior written notice is delivered to all members of the **Governing Authority**, the **Sponsor** may also replace the **Governing Authority** if the **Governing Authority** abandons or materially breaches its duties under this Contract or at law in a manner that could cause immediate and irreparable harm to the **School** and/or its students.
24. At least 1 full-time classroom teacher or 2 part-time classroom teachers each

working more than 12 hours per week must be employed to work in the **School**. The full-time classroom teachers and part-time classroom teachers working more than 12 hours per week shall be licensed in accordance with Sections 3319.22 to 3319.31 of the Ohio Revised Code. Pursuant to Section 3319.301 of the Ohio Revised Code, non-licensed persons, who are otherwise qualified, may teach up to 12 hours per week. Non-licensed persons, who are otherwise qualified, teaching in a STEM school or an industry-recognized credential program offered at a dropout recovery community school may teach classes for not more than 40 hours per week in the **School**. In accordance with Section 3314.104 of the Ohio Revised Code, the school shall not employ an individual in any position if the state board of education permanently revoked or permanently denied the individual a license under section 3319.31 of the Revised Code or if the individual entered into a consent agreement under division (E) of section 3319.311 of the Revised Code in which the individual agreed never to apply for a license after the date on which the agreement was entered into. The student to full-time equivalent classroom teacher ratio shall be no more than 75:1 without prior written approval of the **Sponsor**. Each student shall be assigned to at least one teacher of record. The **School** may employ non-teaching employees.

If the **School** is the recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009," Pub. L. No. 111-5, 123 Stat. 115, the **School** will pay teachers based upon performance in accordance with Section 3317.141 and will comply with Section 3319.111 of the Ohio Revised Code as if it were a school district.

25. Although the **Governing Authority** may employ teachers and non-teaching employees necessary to carry out its Purpose Statement/Mission and fulfill this Contract, no contract of employment shall extend beyond the expiration of this Contract or termination according to the procedures set forth in the Ohio Revised Code.
26. The **Governing Authority** shall specify any arrangements for providing health and other benefits to employees. However, these benefits are exclusively determined by the **Governing Authority** and may be amended from time to time with written notice provided to the **Sponsor** within 30 days. To the extent required by law, employment by the **School** is subject to Chapters 3307 and 3309 of the Ohio Revised Code ("STRS" and "SERS"), as applicable.
27. The **School's** financial records shall be maintained in the same manner as are financial records of school districts, pursuant to rules of the Ohio Auditor of State.

The **School** shall submit to the **Sponsor** no later than November 15th of each year a draft of the statutorily-required reports to be generated and submitted to the Ohio Auditor of State no later than 150 days following the close of the fiscal year. In the

event this statutory requirement is lifted, the **School** shall be required to comply with relevant statutory provisions.

The **School** shall meet the requirements of the duly authorized laws, rules, and procedures for program and financial audits established by the Ohio Auditor of State and the Ohio Department of Education and Workforce. The audits shall be conducted in accordance with Section 117.10 of the Ohio Revised Code.

The **Sponsor**, after discussion with and agreement by the **Governing Authority** that will not be unreasonably withheld, may order a financial audit of the **School** if the **Sponsor** has reason to believe that the **School** has:

- (a) Engaged in, been a victim of, or is in any way otherwise connected to irregularities or improprieties involving the **School's** finances;
- (b) Improperly maintained its financial records; and/or,
- (c) Insufficient financial controls in place.

If an audit is ordered by the **Sponsor** under this Section, the **School** shall initially pay the costs. However, in the event the **Governing Authority** determines this audit failed to support the **Sponsor's** reasoning for ordering such audit, the **Sponsor** shall reimburse the **Governing Authority** or **School** for all costs associated with the audit.

- 28. The fiscal year for the **School** shall begin July 1 and end June 30 of the following year.
- 29. A financial plan detailing a projected **School** budget for each fiscal year of this Contract is included with **ATTACHMENT 7**. Each year of this Contract, on or before June 30, a revised financial plan shall be submitted by the **Governing Authority** to the **Sponsor**. The **Governing Authority** and **School** agree that if a deficit is projected, the parties will take appropriate measures to budget for a positive cash flow. All projected and actual revenue sources must be included in the plan and projected expenses must include the total estimated per pupil expenditure amount for each such year. In accordance with Section 3314.042 of the Ohio Revised Code, the **Governing Authority** agrees to comply with Section 3301.07(B)(2) of the Ohio Revised Code in terms of financial reporting.

An appropriately licensed and bonded, fiscal officer shall be designated by the **Governing Authority**. Except as provided by Section 3314.011(D) of the Ohio Revised Code, the fiscal officer shall be employed by or engaged under a contract with the **Governing Authority** of the **School**. The **School's** designated fiscal officer shall maintain the internal financial controls, as approved by the **Governing Authority**, and carry a bond for this individual **School** in an amount no less than

\$25,000.00. All revenue received by the **School** pursuant to state or federal law, or pursuant to a grant shall be placed in the custody of the fiscal officer. The fiscal officer's bond, proper contact information, license, and the approved internal financial controls shall be included in **ATTACHMENT 7**. If the fiscal officer changes, the **Governing Authority** shall immediately notify the **Sponsor** in writing and provide updated fiscal officer documentation within 10 business days, such as confirmation of the bond and other requirements of this Contract as they relate to the **School's** fiscal officer.

If the Ohio Auditor of State or other independent auditor concludes the **School's** financial records are unauditably, for any fiscal year in which the individual listed in **ATTACHMENT 7** was the fiscal officer of the **School**, the **School** or **Governing Authority** shall suspend the fiscal officer until the Ohio Auditor of State or a public accountant has completed an audit of the **School**, except that if the **School** has an operator and the operator employs the fiscal officer, the operator shall suspend the fiscal officer for that period. Suspension of the fiscal officer may be with or without pay, as determined by the entity imposing the suspension based on the circumstances that prompted the Ohio Auditor of State's declaration. The entity imposing the suspension shall appoint a person to assume the duties of the fiscal officer during the period of the suspension.

If the **Governing Authority** enters into an agreement with an operator to manage daily operations at the **School**, the **Governing Authority** agrees to procure from the operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review the **Governing Authority** and **School's** financial information relative to revenue, expenses, and all other financial information allowed by law.

30. Pursuant to Section 3314.08(G) of the Ohio Revised Code, the **School** may borrow money to pay any necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School** pursuant to Section 3317.022 of the Ohio Revised Code. The **School** may issue notes to evidence such a borrowing to mature as necessary. The proceeds from the notes shall be used only for the purposes for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed 15 years for the purpose of acquiring facilities. Any monies loaned to the **School** by the operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.
31. The **Governing Authority** shall purchase, or ensure that, insurance coverage providing for the general liability of the **School** is maintained at all times. The **Governing Authority** shall ensure that this liability insurance policy provides coverage for itself and its members; the **School** and its employees; and shall include the **Sponsor**, its Board, officers, and employees as additional insureds thereunder. The **Governing Authority** shall also maintain directors and officers liability/errors and omissions coverage in the amount of \$1 million per occurrence and \$2 million

in the aggregate. The policy or certificate indicating coverage shall be provided to the **Sponsor** upon execution of this Contract. This policy shall provide coverage in amounts not less than \$1 million per occurrence and \$5 million in the aggregate or \$1 million per occurrence, \$2 million in the aggregate, and at least a \$5 million umbrella covering all claims otherwise payable under the policy. If commercially available and reasonably affordable, the insurance coverage specified above must be occurrence coverage rather than claims made coverage. The **Governing Authority** shall provide documentation regarding any change in or renewal of this policy to the **Sponsor** as soon as reasonably practicable following the renewal of the policy and shall require the insurer to notify the **Sponsor** in writing promptly upon receiving notification from the insurer of any material adverse change to, or cancellation of, such coverage. To the extent obtained under this Contract, the **School** must provide copies of all commercial general liability, real or personal property, directors and officers liability insurance, proof of workers' compensation payments, and unemployment compensation payments, and notice of lapse of any such coverage to **Sponsor** within 5 business days of written request by the **Sponsor**.

32. The **Governing Authority** and **School** shall indemnify and hold harmless the **Sponsor** and its Board, and their respective members, employees, agents, and officers, from any claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature, in law, equity or otherwise, arising from any of the following, which include, but are not limited to:
- (a) A failure of the **Governing Authority** and/or **School** or any of its officers, trustees, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or by this Contract; and/or
 - (b) An action or omission by the **Governing Authority** and/or **School** or any of its officers, trustees, directors, employees, successors, agents, or contractors that result in injury, death, or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal).

The entering into of this Contract and the oversight of the **Sponsor** of the **School** and the **Governing Authority** pursuant to this Contract, shall in no way implicate the **Sponsor** or render it liable or responsible for the acts or omissions of the **Governing Authority** or the **School**, and the **Governing Authority** and the **School** hereby agree to indemnify, and shall defend and hold harmless the **Sponsor**, for claims, demands, actions, suits, causes of action, losses, costs, expenses, attorneys' fees, damages, judgments, orders or liabilities of any kind claimed by the **School**, parents of students, the **Governing Authority**, or third parties otherwise directly resulting from the operations of the **School**. However, it is expressly understood and agreed that the **Governing Authority** does not agree to defend, indemnify, or hold harmless the **Sponsor** for any claims, demands, actions, suits, causes of action,

losses, costs, expenses, attorneys' fees, damages, judgments, orders or liabilities for any failure of the **Sponsor** to perform any duty, responsibility, or obligation imposed by law or by this Contract.

In addition, in the event that the **Governing Authority** and **School** engage in litigation that is adverse with the **Sponsor** and/or its Board, or vice versa, no indemnification applies.

To comply with Ohio law, this indemnification provision is limited to \$5 million. The **Governing Authority** and **School** hereby agree that it will name the **Sponsor** as an additional insured under its required insurance policies up to and including the required amount of indemnification.

33. Where required by this Contract, the **Governing Authority** and **School** shall comply with all reasonable requests of the **Sponsor**. Unless otherwise directed in writing for a longer period of time, any reasonable request of the **Sponsor** shall be answered in writing within 10 business days, and cured, if a cure is necessary, within a reasonable period of time acceptable to the **Sponsor**.
34. If the **School** includes a high school, the **School** shall comply with Sections 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3313.6114 of the Ohio Revised Code, except with regard to students who entered ninth grade for the first time before July 1, 2010, the requirement in Sections 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the **Governing Authority**. Beginning with students who entered ninth grade for the first time on or after July 1, 2010, the requirement in Section 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the requirements prescribed in Section 3313.6027 and division (C) of Section 3313.603 of the Ohio Revised Code, unless the person qualifies under division (D) or (F) of that Section. The **School** shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the State Board of Education under divisions (J)(1) and (2) of Section 3313.603 of the Ohio Revised Code. Beginning with the 2018-2019 school year, the **School** shall comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education developed by the department under division (J)(3) of Section 3313.603 of the Ohio Revised Code.
35. In addition to provisions provided in the Ohio Revised Code, any individual, responsible for the care, custody or control of a student, under final consideration for appointment or employment with the **Governing Authority** or **School** shall

have an Ohio and federal criminal records check conducted in the manner described in Section 3319.39 of the Ohio Revised Code and as may be required by law every 5 years after the initial criminal records check is performed. The results of all employee criminal records checks will be provided to the **Sponsor** within 3 business days of receipt and/or appointment and subsequently upon request.

36. Pursuant to Section 3314.03(B) of the Ohio Revised Code, a comprehensive plan for the **School** must be submitted to the **Sponsor**. The requirements for the comprehensive plan are fulfilled through various attachments to this Contract. The **School's** comprehensive plan shall specify the following:

- (a) The process by which the **Governing Authority** of the **School** will be selected in the future (portion of ATTACHMENT 1 – Code of Regulations);
- (b) The management and administration of the **School** (portion of ATTACHMENT 7 – Financial Plan and ATTACHMENT 8 – Management Agreement);
- (c) If the community school is a currently existing public school or educational service center building, alternative arrangements for current public school students who choose not to attend the converted school and for teachers who choose not to teach in the school or building after conversion (If applicable, these arrangements will be developed and added);
- (d) The instructional program and educational philosophy of the School (ATTACHMENT 4 – Education Plan); and,
- (e) Internal financial controls (portion of ATTACHMENT 7 – Internal Financial Controls).

C. **Sponsor Obligations.** The **Sponsor** covenants and agrees to carry out its responsibilities established by law and shall not carry out any act or perform any function that is in violation of the Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law. The **Sponsor** shall work with the **Governing Authority** to perform a high-stakes review before considering any renewal of this Contract pursuant to Section F., or, in the **Sponsor's** sole discretion, as appropriate based on the academic and/or financial performance, and at least once every five years. Additionally, the **Sponsor** shall provide monitoring, oversight, and technical assistance to the **Governing Authority** and **School** including, but not limited, to:

- 1. Monitoring the **School's** compliance with applicable law, and the terms of this Contract;
- 2. Monitoring and evaluating the academic and fiscal performance and the

- organization and operation of the **School** on at least an annual basis;
3. Reporting annually the results of its evaluation to the Ohio Department of Education and Workforce and parents of students enrolled in the **School**;
 4. Submitting the necessary, sponsor-required reports to the Ohio Department of Education and Workforce, or other appropriate entities;
 5. Providing technical assistance to the **School** in complying with applicable laws and this Contract;
 6. Taking steps to intervene in the **School's** operation to correct problems with overall performance, including, but not limited to, exercising its right to place the **School** on probation, suspend operations of the **School**, and/or terminate this Contract according to Sections 3314.073, 3314.072 or 3314.07, respectively, of the Ohio Revised Code;
 7. Preparing and assisting with contingency plans in the event the **School** experiences financial difficulties or closes before the end of the school year;
 8. Timely performance of any other duties related to the **School** that may be relegated to the **Sponsor** through state or federal law;
 9. Pursuant to Section G. of this Contract and in compliance with Ohio law, the **Sponsor** will oversee the **Governing Authority** and **School's** actions in the closure of a community school established under Chapter 3314 of the Ohio Revised Code, as well as take such action as allowed under Ohio law to facilitate such closure; and,
 10. Maintaining a representative within fifty miles of the **School's** base of operation to provide monitoring and assistance.

D. **Fee Structure.** The parties covenant and agree as follows:

1. As permitted by Section 3314.03(C) of the Ohio Revised Code, in consideration for time, organization, monitoring, oversight, technical assistance, fees, and costs of the **Sponsor** pursuant to this Contract, the **Governing Authority** shall pay to the **Sponsor** the amount of 1.5% of the total amount of payments for operating expenses that the **School** receives from the state each year. Such payments shall be paid based on invoices from the **Sponsor**. The invoices shall be payable within 20 days of receipt of the invoice and the **School's** receipt of the associated state funds. Calculations for the invoicing shall be taken from the Ohio Department of Education and Workforce-issued report identifying the amount of state funds paid to the **School** for the invoice period.

The **Sponsor** shall provide a program enrichment grant each year to the **School** based on the total of the Full-Time Equivalent (“FTE”) indicated on the June “Community School Payment Report.” The program enrichment grant shall be paid as follows:

- (a) \$75,000 if the FTE exceeds 4,000 but is less than 6,000 students;
- (b) \$150,000 if the FTE exceeds 6,000 but is less than 9,000 students;
- (c) \$225,000 if the FTE exceeds 9,000 but is less than 12,000 students; and,
- (d) An additional \$20,000 for each additional 1,000 students enrolled above 12,000 (e.g. 13,000 students = \$245,000 total).

Payment for the program enrichment grant shall be made no later than August 31 of each year during the Term of this Contract. The program enrichment grant is permitted to be used by the **Governing Authority** to enhance and enrich the **School** consistent with the **School’s** Purpose Statement/Mission.

The parties acknowledge that the **School’s** FTE may be adjusted after the June “Community School Payment Report.” In the event the adjustment increases the **School’s** FTE above a specific FTE threshold outlined above, the **Sponsor** shall award the grant within ninety days of being notified by the **School** that it is now eligible for additional program enrichment grant funds. In the event the adjustment decreases the **School’s** FTE below a specific FTE threshold outlined above and if the **Sponsor** has already awarded the program enrichment grant for that year, the **School**, after being notified by the **Sponsor**, shall return the grant award or an appropriate portion thereof within 90 days of being notified by the **Sponsor**.

The **Sponsor** shall also continue to provide, when requested by the **Governing Authority**, development opportunities on an annual basis to the **Governing Authority** not to exceed \$30,000. These development opportunities may include, but are not limited to, continued membership in the Buckeye Charter School Board Association, attendance at INACOL or other similar conferences, consultants, and training.

The **Governing Authority** and/or **School’s** financial obligations regarding any fees due to the **Sponsor** under this Contract prior to termination shall survive termination, non-renewal, and expiration of this Contract. The fees due shall be limited in coverage to the term of this Contract or the duration of the Contract whichever is shorter, provided, that the **Sponsor** shall be entitled to its fees related to amounts received by the **School** or **Governing Authority** which are related to periods prior to termination, non-renewal, or expiration of this Contract whether such amounts are actually received during or after the term of this Contract. The **Governing Authority** may offset any payment owed to **Sponsor** after termination,

non-renewal or expiration of this Contract by the program enrichment grant that was based on the year prior to termination, non-renewal or expiration. Similarly, the **Sponsor** shall repay any fees it receives from the **School** or **Governing Authority**, as appropriate, related to amounts adjusted by the Ohio Department of Education and Workforce that are related to periods prior to termination, non-renewal, or expiration of this Contract whether such adjustment is made during or after the term of this Contract.

- E. **Contract Authorization.** Prior to signing this Contract, each party must authorize, in accordance with applicable laws and regulations, the execution of this Contract and vest one or more individuals with the authority to execute this Contract for and on behalf of the party with full authority to bind that party. Upon its execution, the **Governing Authority** and **Sponsor** shall provide a resolution, or other verification, indicating authorization to execute this Contract.
- F. **Renewal; Termination; Closure.** Upon the expiration of this Contract and approval of the **Governing Authority**, the **Sponsor** may elect to renew this Contract in accordance with Section 3314.03(E) of the Ohio Revised Code for a term determined by the **Sponsor**, but not expiring earlier than the end of any school year. The **Sponsor** may elect not to renew the Contract upon, or terminate prior to, its expiration pursuant to Section 3314.07 of the Ohio Revised Code; suspend operations of the **School** pursuant to Section 3314.072 of the Ohio Revised Code, which may or may not void this Contract under Section 3314.072(E) of the Ohio Revised Code; and/or, place the **School** on probation or assume operation of the **School** in accordance with Section 3314.073 of the Ohio Revised Code for any reason defined in Section 3314.07(B)(1) of the Ohio Revised Code or any of the following:
1. Failure to meet student performance requirements stated in this Contract and the Performance and Accountability Plan (**ATTACHMENT 5**);
 2. Failure to meet generally accepted standards of fiscal management;
 3. Violation of any provision of this Contract or applicable local, state, or federal law; or,
 4. Other good cause.

The **Sponsor** and **Governing Authority** recognize the authority of the Ohio Department of Education and Workforce to act in accordance with Sections 3314.072 and 3314.015(C) of the Ohio Revised Code.

In reaching a decision on any **Sponsor** action as outlined in this Section, the **Sponsor** will consider all of the student performance requirements stated in this Contract and the Performance and Accountability Plan (**ATTACHMENT 5**), an egregious underperformance or a consistent inability to meet the standards of indicators, goals, or

data points in any of the Core Performance Areas, as well as applying any other objective, reasonable criteria in accordance with state and/or federal law.

Not later than January 15 in the year in which the **Sponsor** intends to terminate or non-renew this Contract, the **Sponsor** shall notify the **Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail. The **Governing Authority** may, within 14 days of receiving the notice, request in writing an informal hearing before the **Sponsor**, unless this time period is modified upon the agreement of both the **Governing Authority** and the **Sponsor**. All other appeals available to the **Governing Authority** must be exercised in compliance with Ohio law. No other appeals will be granted to the **Governing Authority** other than those provided for in Ohio law.

If the **Governing Authority** does not intend to renew this Contract with the **Sponsor**, the **Governing Authority** shall notify the **Sponsor** at least 180 days prior to the expiration date of this Contract in writing, or otherwise in compliance with Ohio law. Upon giving proper notice of its intent to not renew with the **Sponsor**, the **Governing Authority** may enter into a contract with a new sponsor in accordance with Ohio law upon the expiration of this Contract. The **Governing Authority** shall update the **Sponsor** from time to time regarding the status of such approval and the search for a different sponsor. As soon as practicable, the **Governing Authority** shall provide the **Sponsor** with documentation showing that the **Governing Authority** has executed a charter contract with a different sponsor for a term beginning July 1 of that year. In the event the **Governing Authority** is not able to obtain a **Sponsor** by June 1 of that year, the **Governing Authority** agrees to direct its operator to begin planning for closure and for the ceasing of operations on June 30 if it does not have a signed sponsor contract before July 1, and to work with the **Sponsor** to ensure an orderly and timely school closure, including, but not limited to, prompt notification of parents and students.

G. **Closing the Community School.** Regardless of the reason the **School** is closing, once it is determined the **School** will cease operations as a community school established under Chapter 3314 of the Ohio Revised Code, the following requirements and procedures apply regarding the **Governing Authority** and the **School** (unless operations continue as a public school of an existing school district):

1. If the **School** is non-renewed or terminated under Sections 3314.07(B)(1)(a) or (b) of the Ohio Revised Code or permanently closed under Section 3314.35, the **School** shall permanently close at the end of the school year or applicable and lawful date. In the event the **School** permanently closes or the **Governing Authority** secures a new sponsor and for the time following expiration of this Contract, the **Sponsor**, **Governing Authority**, and **School** agree to continue to follow all reporting requirements and relinquish all necessary documents until all of their responsibilities under this Contract are completed.
2. Upon termination of this Contract, by law or by these Contract provisions, or upon

dissolution of the Ohio non-profit corporation which operates the **School**, all equipment, supplies, real property, books, furniture or other assets of the **School**, including, property acquired by the operator in the manner described in Section 3314.0210 of the Ohio Revised Code, shall be distributed in accordance with Sections 3314.015(E) and 3314.074 of the Ohio Revised Code, and the **Governing Authority's** Articles of Incorporation, and Code of Regulations.

3. Upon prior written request of the **Sponsor**, the **Governing Authority**, **School**, and/or their agents will immediately provide the **Sponsor** any and all documentation and records, including, but not limited to, financial records deemed necessary within reason by the **Sponsor** to facilitate the **School's** closure. This transmittal of documentation and records to the **Sponsor** excludes all students' educational records, which should be forwarded to the individual student's school district of residence or where the student has enrolled.
4. In accordance with Section 3314.44 of the Ohio Revised Code, the **School's** Head of School, as Chief Administrative Officer of the **School**, shall take all reasonable steps necessary to collect and assemble the students' educational records in an orderly manner and transmit the records to the student's school district of residence within 7 business days of the **School's** closing. The fiscal officer shall deliver all financial and enrollment records to the **Sponsor** within 30 days of the **School's** closure. Additionally, the **Governing Authority** agrees that the fiscal officer is primarily responsible for closing procedures related to the finances of the **School**.
5. The **School** also hereby agrees that it will cooperate to the best of its ability with **Sponsor** to complete the appropriate procedures and paperwork as outlined by the **Sponsor**, the Ohio Department of Education, or in statute in the event the **School** is closed.
6. In the event that this Contract is voided by operation of law, the parties agree that neither may seek damages as a result of the voiding of this Contract.

H. **Dispute Resolution**. Other than a dispute falling under Section F. of this Contract, for all other disputes regarding either any provision of this Contract or any community school issue, the parties shall use the following non-binding dispute resolution procedure: The parties shall make initial attempts to resolve any dispute through an agent designated by the **Sponsor** and an agent designated by the **Governing Authority** with the understanding that neither agent has the power to modify, amend, or change the provisions in this Contract. If those parties cannot resolve the dispute, the dispute will be submitted to mediation. The parties will take efforts to agree mutually on a mediator with relevant background and experience with community schools. In the event the parties cannot agree to a mediator within 21 days of the request for mediation, the party requesting dispute resolution will request a list of 7 mediators from the Toledo Bar Association. Each party, beginning with the party requesting mediation, will strike one name from the list, until one name remains, which shall be the mediator.

The mediator shall conduct proceedings as he or she deems appropriate to resolve the dispute. The parties maintain sole discretion on resolution. Pending mediation, all other obligations of the parties hereto will continue as stipulated herein, and all monies not directly involved in such dispute or difference will be paid when due. The fees and expenses of the mediator shall be divided equally between the parties. All other costs or fees incurred by each party will be borne by the respective party. Any resolution reached at any time during this process shall be put in writing and signed by both parties.

This Contract shall be construed in accordance with, and governed by, the laws of Ohio. The parties agree that any legal action sought by either party in state court shall be brought in Lucas County, Ohio. Any legal action sought by either party in federal court shall be brought in the United States District Court for the Northern District of Ohio, Western Division, in Toledo, Ohio. Furthermore, the parties agree to waive all questions of personal jurisdiction or venue so as to give full effect to this provision.

- I. **Term.** This Contract shall be for a term commencing on **July 1, 2024** and expiring on **June 30, 2034**. At the end of the 2029 fiscal year, the parties agree to review this Contract in light of changed circumstances, if any, and if the parties deem it necessary, will begin good faith negotiations to amend the Contract in light of those changed circumstances. Failure to agree to an amendment will not be grounds for termination.

- J. **Management by Third Parties.** The **Governing Authority** may contract with an operator to assist the **School** or assume some of its obligations under this Contract or for any other lawful reason that does not conflict with the terms of this Contract. If the **Governing Authority** contracts with an operator, the **Governing Authority** shall immediately notify the **Sponsor**. The fully-executed management agreement between the **Governing Authority** and operator must be provided to the **Sponsor** and is attached as **ATTACHMENT 8**. The management agreement shall, at all times, remain in compliance with this Contract. The **Governing Authority** shall provide any changes to the management agreement to the **Sponsor** within 10 business days. If the **Sponsor** believes that any provisions of the management agreement do not comply with this Contract, the **Sponsor** shall notify the **Governing Authority** regarding such non-compliance in writing and with sufficient detail to allow the **Governing Authority** to address the issue. The **Governing Authority** must hold all rights to the name or a license to use the name of the **School** and must apply for and maintain Internal Revenue Code Tax Exempt status under 26 U.S.C. § 501(c)(3) in the name of the **School**.

- K. **Organizational Structure.** The organizational structure and management / administration, employee, **Governing Authority** relationships must be accurately reflected in an organizational chart and attached as **ATTACHMENT 9**. Written summaries which describe working relationships of each entity if not in the contract itself must also be included. Any material modifications to the chart, relationships, descriptions, and/or positions must be submitted in written form to the **Sponsor** within 10 business days.

- L. **Headings and Attachments.** Headings are for the convenience of the parties only. Headings have no substantive meaning. All **ATTACHMENTS 1-9** of this Contract are attached hereto and incorporated by reference into this Contract.
- M. **Assignments and Modifications.** Subject to Section J. above, this Contract and its terms shall not be assigned or delegated without the written approval of the other party. No modifications to this Contract shall be valid and binding unless signed by both the **Sponsor** and the **Governing Authority** and attached to this Contract. Notwithstanding the preceding sentence, modifications to and substitutions of any attachment hereto may be done upon the agreement of the designated agents of the **Sponsor** and the **Governing Authority**.
- N. **Notification Procedures.** Any notice to one party by the other shall be satisfied upon receipt, and delivered by personal delivery or by certified mail, return receipt requested, as well as electronic mail service. As for delivery via electronic mail, burden of proving receipt, if necessary, lies with the sending party.

Notice to the **Governing Authority** shall be sent to the Chair or President at their most current address with copies to the **School** at the address in **ATTACHMENT 2** and to the legal counsel as identified in **ATTACHMENT 3**. Additions, changes and/or modifications to the Notification Procedures for the **Governing Authority** may only be made at the express written request of the **Governing Authority**.

Notice to the **Sponsor** shall be sent to the **Sponsor's** Executive Director with a copy to the **Sponsor's** Legal Counsel. At the inception of this Contract, notice shall be sent to the following persons and addresses:

<p>Sponsor: Lenny Schafer, M.Ed. Ohio Council of Community Schools 3131 Executive Parkway, Suite 306 Toledo, OH 43606 lenny@ohioschools.org</p>	<p>With a copy to: David Moser Fishel Downey Albrecht & Riepenhoff, LLP 7775 Walton Parkway, Suite 200 New Albany, OH 43054 dmoser@fisheldowney.com</p>
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Additions, changes and/or modifications to the Notification Procedures for the **Sponsor** will be made in writing to the **Governing Authority** pursuant to the notification procedures outlined herein.

- O. **Severability.** If any term, provision or clause of this Contract is unlawful or unenforceable, the parties agree that the remaining provisions and terms of the Contract shall continue to be in full force and effect and the unlawful or unenforceable term, provision, or clause shall be removed and replaced in a manner that most nearly conforms to the removed portion and original intent of the parties, in a written modification.

P. **Counterparts.** This Contract may be executed in one or more counterparts including signing a facsimile or scanned electronic version. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

OHIO COUNCIL OF COMMUNITY SCHOOLS

By: _____ Date _____
Robert Rice, Chairman

OHIO VIRTUAL ACADEMY

By: _____ Date _____
Stephen Vasquez, Chairman