

## Student Handbook 2024-2025

**VANTAGE CAREER CENTER**

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**VANTAGE CAREER CENTER**

**MISSION STATEMENT**

*Vantage provides authentic, student-focused, career-technical training that prepares high school students and adults for employment and further education.*

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All Vantage program offerings and student activities are offered without regard to race, color, national origin, sex, disability, age, religion, ancestry, or genetic information.

Vantage Career Center  
Board of Education

## WELCOME

Welcome to Vantage Career Center. The staff is pleased to have you here as a student and will do its best to help make your experience here as enjoyable and successful as possible. To help provide a safe and productive learning environment for students, staff, parents, and visitors, the Board of Education publishes this updated Student/Parent Handbook annually to explain students' rights, responsibilities, and expected behavior. The staff of Vantage Career Center is committed to helping you meet the challenges of today to better prepare you for the working world of tomorrow and/or postsecondary education. Vantage will provide you with the opportunity to acquire many of the required skills to be successful in the adult world, but you will need to be committed to this process as well striving for excellence in your chosen career, you can be successful. Over the years, thousands of Vantage graduates have taken advantage of the technical and academic opportunities made available to them and have gone on to find personal and professional success. We trust you will do the same as we welcome you to Vantage Career Center.

This handbook is a helpful guide for each of you as you begin the school year. All students should become knowledgeable of the contents of this handbook to assure yourself success. Whether this is your first year at Vantage or your last, we want it to be your best! Have a great year and welcome to your Vantage Career Center.

Vantage Career Center  
Administration Team

### NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY

This District provides equal educational opportunities to all students. Any person who believes that she/he has been discriminated against based on his/her race, color, sex (including sexual orientation and gender identity), disability, ancestry, religion, military status, national origin, or genetic information while at school or a school activity should immediately contact the Vantage High School Director at 419-238-5411.

Any student making a complaint or party to a complaint leading to a school investigation will be protected from any threat or retaliation. The Director can provide additional information concerning equal access to educational opportunity.

Table of Contents	
<b>2024-2025 CALENDAR</b>	<b>4</b>
<b>Bell Schedules</b>	<b>5</b>
<b>REGULAR BELL SCHEDULE</b>	<b>5</b>
Academic Schedule	5
Lab Schedules	5
<b>TWO HOUR DELAY SCHEDULE (in person learning)</b>	<b>5</b>
E-Learning Schedules	6
<b>ATTENDANCE INFORMATION</b>	<b>6</b>
<b>STUDENT ATTENDANCE POLICY</b>	<b>6</b>
<b>ABSENCE CALL IN PROCEDURE</b>	<b>7</b>
<b>EXCUSED ABSENCES</b>	<b>7</b>
<b>UNEXCUSED ABSENCES</b>	<b>7</b>
<b>UNEXCUSED ABSENCES AND CONSEQUENCES</b>	<b>8</b>
<b>KEEPING PARENTS INFORMED ABOUT STUDENT ATTENDANCE</b>	<b>8</b>
<b>VACATION POLICY</b>	<b>9</b>
<b>COLLEGE AND MILITARY VISITATIONS</b>	<b>9</b>
<b>PROLONGED ABSENCES</b>	<b>9</b>
<b>FORGED NOTES OR PHONE CALLS</b>	<b>10</b>
<b>PERFECT ATTENDANCE</b>	<b>10</b>
<b>CERTIFICATES RELATED TO PARTICIPATION</b>	<b>10</b>
<b>SCHOOL CALENDARS, CLOSINGS AND DELAYS</b>	<b>10</b>
<b>WEATHER RELATED DELAYS</b>	<b>10</b>
<b>OTHER ASSOCIATE SCHOOL DELAYS</b>	<b>10</b>
<b>STUDENT CODE OF CONDUCT</b>	<b>10</b>
<b>CODE OF CONDUCT RULES</b>	<b>11</b>
Rule One – Disregard Of Reasonable Rules, Policies, And Directions/Insubordination	11
Rule Two – Disruption of Educational Process/Conduct unbecoming of a Vantage student	11
Rule Three – Damage to School Property	11
Rule Four - Damage to Private Property	11
Rule Five – Plagiarism, Cheating and Falsification	12
Rule Six - Theft or Possessing Stolen Property.	12
Rule Seven - Assault or Fighting.	12
Rule Eight - Use of Obscene Language, Gestures, and Inappropriate Material	12
Rule Nine - Extortion	12
Rule Ten - Gambling	12
Rule Eleven - Felony, Misdemeanor and Violation of Ordinances	12
Rule Twelve - Threatening a Person.	12
Rule Thirteen - Menacing	12
Rule Fourteen - Hazing.	12
Rule Fifteen– Unauthorized Touching	13
Rule Sixteen – Dangerous Weapons and Instruments	13
Rule Eighteen – Narcotics, Alcoholic Beverages, and/or Drugs, and Drug Paraphernalia	13
Rule Nineteen – Tobacco & Nicotine use or possession	14
Rule Twenty – Repeated or Flagrant Violations	14
Rule Twenty-One – Collusion/Aiding and Abetting Violation of School Rules	15
Rule Twenty-two– Harassment and/or Aggressive Behavior (Including Bullying/Cyberbullying)	15
Rule Twenty-three - Public Display of Affection.	15
Rule Twenty-four - Tardiness:	15
Rule Twenty-five -Truancy	15
Rule Twenty-six - Loitering, Trespassing, or Unauthorized Entry	15
Rule Twenty-seven - Driving/Parking	15
Rule Twenty-eight - Libel or Slander	15
Rule Twenty-nine - Manifest Disrespect	16
<b>CONSEQUENCES</b>	<b>16</b>
<b>Informal Consequences</b>	<b>16</b>
<b>Formal Consequences</b>	<b>17</b>
<b>Suspension from School</b>	<b>18</b>
<b>Emergency Removal</b>	<b>19</b>
<b>Expulsion from School</b>	<b>19</b>

Permanent Exclusion	20
Discipline of Students with Disabilities	20
Suspension of Bus Riding/Transportation Privileges	20
<b>BULLYING AND OTHER FORMS OF AGGRESSIVE BEHAVIOR</b>	<b>21</b>
Harassment, intimidation, or bullying means:	21
Complaints	23
Privacy/Confidentiality	24
Reporting Requirement	24
Immunity	24
Notification	25
Education and Training	25
ANTI-HARASSMENT	26
<b>USE OF COMPUTER TECHNOLOGY/PERSONAL ELECTRONIC DEVICES</b>	<b>27</b>
<b>STUDENT SERVICES/ ACADEMIC AND CAREER-TECHNICAL REQUIREMENTS</b>	<b>27</b>
GRADING PROCEDURES – CREDITS	27
VANTAGE STUDENT PARTICIPATION POLICY	30
STUDENT ELIGIBILITY BENCHMARKS FOR INTERVENTION	30
SCHOOL COUNSELING	31
EARLY PLACEMENT QUALIFICATIONS & RULES	31
HONOR ROLL	33
CHEATING/ACADEMIC DISHONESTY	33
PROGRESS REPORTS TO PARENTS	33
NATIONAL TECHNICAL HONOR SOCIETY	33
ATHLETIC ELIGIBILITY	33
CHANGE OF ADDRESS/PHONE NUMBER/CUSTODY	33
STUDENT RECORDS	34
RELEASING INFORMATION TO MILITARY RECRUITERS	34
EMERGENCY MEDICAL AUTHORIZATION	34
HEALTH SERVICES	35
MEDICATION POLICY	35
PRESCRIPTION MEDICATIONS	35
OVER THE COUNTER MEDICATION POLICY	35
END OF YEAR MEDICATION POLICY	36
STUDENT E-LEARNING GUIDELINES	Error! Bookmark not defined.
<b>BUILDING REGULATIONS</b>	<b>36</b>
DRESS AND GROOMING CODE	36
STUDENT DRIVING AND PARKING REGULATIONS	37
FIELD TRIPS, OTHER EVENTS	38
CAFETERIA, MEAL SERVICES, AND LUNCH PERIOD	38
BUS TRANSPORTATION TO SCHOOL	38
STUDENT FEES AND FINES	38
FIRE, TORNADO, AND SAFETY DRILLS	38
ASSOCIATE SCHOOL ANNOUNCEMENTS and ACTIVITIES	39
VISITORS – SAFETY AND SECURITY	39
SEARCH AND SEIZURE	39
SURVEILLANCE CAMERAS	40
STUDENT INSURANCE	41
<b>STUDENTS WITH DISABILITIES</b>	<b>41</b>
<b>STUDENTS IN PHOTOGRAPHS AND/OR VIDEO</b>	<b>41</b>
<b>ASBESTOS MANAGEMENT</b>	<b>42</b>
<b>SUMMARY STATEMENT</b>	<b>42</b>

**VANTAGE CAREER CENTER  
2024-2025 CALENDAR**

Monday, August 12	Student Orientation - Evening [1/2 day staff] Ag/T&I programs
Tuesday, August 13	Student Orientation - Evening [1/2 day staff] Business / Service Programs
Wednesday, August 14	Staff Work Day
Thursday, August 15	First Day of School
Monday, Sept 2	Labor Day - No School
Wednesday, Oct 30	Parent-Teacher Conferences - Evening
Thursday, Oct 31	Parent-Teacher Conferences - Day and Evening No School
Friday, Nov 1	No School
Wednesday, Nov 27	Thanksgiving Break Begins - No School
Tuesday, Dec 3	Classes resume
Monday, Dec 23	Winter Break Begins - No School
Monday, Jan 6	Classes Resume
Monday, Jan 20	Martin Luther King Day - No School
Thurs/Fri, Feb 13 & 14	No School (hosting SkillsUSA)
Monday, Feb 17	Presidents' Day - No School
Monday, Feb 24	Vantage Open House –Evening [1/2 day staff]
Friday, April 18	Spring Break Begins– No School
Tuesday, April 22	Classes Resume
Monday, May 19	Last Day for Seniors (Awards Practice)
Tuesday, May 20	Last Day for Juniors
Monday, May 26	Memorial Day

<p><b>MAKE-UP DAYS</b></p> <p>February 17 May 21 – 23 and 27 - 30</p>	<p><b>Grading Periods</b></p> <p>1st QTR = 46 Days 2nd QTR = 46 Days 3rd QTR = 48 days 4th QTR = 40 Days</p>
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## Bell Schedules

### REGULAR BELL SCHEDULE Academic Schedule

8:20-9:08	Period 1
9:11-9:56	Period 2
9:59-10:44	Period 3
10:47-11:30	Period 4
11:10-11:53	Period 4b/5a
11:33-12:16	Period 5
12:19-1:02	Period 6
1:05-1:48	Period 7
1:51-2:36	Period 8

### Lab Schedules

8:20-9:08	Period 1
9:11-9:56	Period 2
9:59-10:44	Period 3

10:47-11:30 11:30-11:53	Period 4 <b>LUNCH 5A</b>	OR	10:44-11:07 11:10-11:53	<b>LUNCH 4A</b> Period 4b/5a
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THEN  
11:56-2:36 **PM Lab**

### 8:20-11:07 AM Lab

THEN

11:07-11:30 11:33-12:16	<b>LUNCH 4B</b> Period 5	OR	11:10-11:53 11:53-12:16	Period 4b/5a <b>LUNCH 5B</b>
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THEN  
12:19-1:02 Period 6  
1:05-1:48 Period 7  
1:51-2:36 Period 8

\* ONLY Bus students dismissed at 2:36  
\*All drivers dismissed at 2:42

### TWO HOUR DELAY SCHEDULE (in person learning)

**AM Lab 10:20-12:06**

**LUNCH 4A**      11:43-12:06  
or  
**LUNCH 5A**      12:29-12:52

**LUNCH 4B**      12:06-12:29  
or  
**LUNCH 5B**      12:52-1:15

**PM Lab 12:55-2:36**

### Academic Schedule

10:20-10:48	Period 1		
10:51-11:16	Period 2		
11:19-11:43	Period 3	11:43-12:06	Lunch 4a
11:46-12:29	Period 4	12:06-12:29	Lunch 4b
12:09-12:52	Period 4b/5a	12:29-12:52	Lunch 5a
12:32-1:15	Period 5	12:52-1:15	Lunch 5b
1:18-1:42	Period 6		
1:45-2:08	Period 7		
2:11-2:36	Period 8		

\* ONLY Bus students dismissed at 2:36  
\*All drivers dismissed at 2:42

## E-Learning Schedules

FULL DAY OF E-LEARNING	2 HOUR DELAY E-LEARNING SCHEDULE
<p data-bbox="331 218 597 359"><b>8:20 - 8:39 AM - 1st Period</b> <b>8:42 - 8:57 AM - 2nd Period</b> <b>9:00 - 9:15 AM - 3rd Period</b> <b>9:18 - 9:33 AM - 4th Period</b> <b>9:54 - 10:45 - PM Lab</b></p> <p data-bbox="310 394 618 564"><b>8:20 - 9:15 - AM Lab</b> <b>9:36 - 9:51 AM - 5th Period</b> <b>9:54 - 10:09 AM - 6th Period</b> <b>10:12 - 10:27 AM - 7th Period</b> <b>10:30 - 10:45 AM - 8th Period</b> <b>10:45 - 11:15 AM - Lunch/Break</b></p> <p data-bbox="180 600 748 653"><b>11:15 - 2:36 PM - Assessments, Office Hours (1 on 1) with Teachers, Homework Time, Individual Work</b></p>	<p data-bbox="937 226 1230 367"><b>10:20 - 10:39 AM - 1st Period</b> <b>10:42 - 10:57 AM - 2nd Period</b> <b>11:00 - 11:15 AM - 3rd Period</b> <b>11:18 - 11:33 AM - 4th Period</b> <b>11:54 - 12:45 - PM Lab</b></p> <p data-bbox="937 403 1230 573"><b>10:20 - 11:15 - AM Lab</b> <b>11:36 - 11:51 AM - 5th Period</b> <b>11:54 - 12:09 PM - 6th Period</b> <b>12:12 - 12:27 PM - 7th Period</b> <b>12:30 - 12:45 PM - 8th Period</b> <b>12:45 - 1:15 PM - Lunch/Break</b></p> <p data-bbox="807 609 1359 661"><b>1:15 - 2:36 PM - Assessments, Office Hours (1 on 1) with Teachers, Homework Time, Individual Work</b></p>

### STUDENT E-LEARNING GUIDELINES

1. Be sure to check your student e-mail account for morning announcements
2. Sign into the attendance link on the Vantage website using name and student ID number prior to first period
3. Follow attendance call off procedure if unable to participate with e-learning
4. Follow E-Learning schedule
5. Be sure to log into each class at the scheduled time
6. Actively participate with each class lesson and complete work as assigned
7. Contact teachers or advisors via email or virtual meet if extra help is needed
8. School hours and are not to be used for work or other personal business
9. Failure to follow these guidelines may result in disciplinary consequences and grades may be adversely affected

### ATTENDANCE INFORMATION

In the State of Ohio, every child of compulsory school age is required to attend school, unless excused in accordance with law. See Ohio Compulsory School Attendance Laws Sections 3321.01-3321.04. Student attendance is the responsibility of the student and parent/guardian. The school's responsibility is to provide classroom and laboratory instruction for each student. Excessive absences disrupt the continuity of the learning process. In a career-technical school, hands-on lab experiences missed due to absence are difficult to learn without the hands-on experience. Students who have good attendance generally achieve better grades and are more employable upon graduation. For these reasons, a student must meet two basic requirements in order to earn credits: (1) satisfy the academic requirements for each class and (2) satisfy the attendance requirements of the school.

### STUDENT ATTENDANCE POLICY

The Attendance Office provides the student with attendance information. A student must establish a pattern of good attendance in school and in the workplace. Attendance is important for graduation and the development of a high-quality work ethic, which will be a significant factor in a student's success with future employers.

The parent or guardian must report each absence unless it is determined by the school that the student is a legally independent student. Students may not write an excuse note, or early dismissal request for themselves. Each Vantage Student is **required** **expected** to maintain a rate of attendance of 95% or higher, for the entire school year. Failure to meet these qualifications may result in penalties listed later.

### **ABSENCE CALL IN PROCEDURE**

Parent/Guardians are required to call the Attendance Office at 419-238-5411 or 1-800-686-3944 to report a student absence or tardy, before 8:~~20~~ 17 A.M. Parents can leave a message twenty-four (24) hours a day, seven (7) days a week following the voice prompts. Parents may also report through e-mail at [attendance@vantagecareercenter.com](mailto:attendance@vantagecareercenter.com) or use the absence-reporting link on the school website. If a parent does not report a student absence during the school day, the Attendance Office will attempt to contact you. ***Students must submit a written note to the Attendance Office upon return to school.***

Students should plan to provide formal documentation for excused absences (doctor's note, court documentation, etc.) whenever it is available. Beyond formally documented absences, a written note or call-in from a parent or guardian may be accepted as documentation for an excused absence up twelve (12) times in a calendar school year. If a student reaches the maximum of 12 parent or guardian documented excused absences in a semester, he or she must provide formal documentation or the absence may be considered unexcused. Students with excused absences will have the same number of school days in which to make up the work missed, as the number of days of excused absences.

### **EXCUSED ABSENCES**

**Students with excused absences are solely responsible for obtaining and making up any schoolwork missed.** Students will receive credit for assignments completed in their classes during their absence if make-up work is submitted within the allotted time (typically 1 day for each day absent). Students suspended out of school must contact their teachers. Students must complete homework during the suspension unless other arrangements are made by the teacher. Assignments need to be turned in promptly upon return to school.

Excused absences should meet one (1) or more of the following conditions:

1. Personal Illness
2. Illness in Family
3. Quarantine of the Home
4. Death in the family
5. Observance of a Religious Holiday
6. Medical Appointments
7. \*\*\*Superintendent's Discretion such as Military Preparation, College Visits, Career Planning, Legal Issues, Leadership/Extra-curricular Activities and the like.

\*\*\*Additional paperwork, limited visits, and verification procedures may apply for discretionary absence requests. Students must be in good standing in terms of grades, attendance, and discipline in order for these absences to be excused. Please see attendance office for further information.

\*\*\***Students and parents/guardians must provide reasonable advance notice** (generally two days) to the attendance office to allow teachers time for planning, or absences may be considered unexcused.

Students who were absent from school must submit the required written note or other documentation to the attendance office within a reasonable amount of time upon return from any absence or the absence may not be considered excused.

### **UNEXCUSED ABSENCES**

Unexcused absences usually consist of, but are not limited to, one (1) or more of the following conditions:



1. Truancy – No Note
2. Needed at home
3. Oversleeping and/or missing the bus.
4. Car trouble of any kind or delay caused by a train
5. Running non-emergency errands of any kind
6. Babysitting
7. Not following proper procedures outlined in handbook
8. Other circumstances, which constitute an Unexcused Absence, will be at the discretion of the Attendance Office.

## **UNEXCUSED ABSENCES AND CONSEQUENCES**

**Employers tell us poor attendance and poor attitude are the top reasons why employees are terminated from work or are not employed to begin with.**

There are consequences for not following the Vantage attendance policy. In addition to the impact on grades, some other consequences may include:

1. School conferences with student and/or parent/guardian
2. No credit for schoolwork missed on day of unexcused absence. Students may be allowed to take, and receive credit for, exams and tests covering multiple previous days.
3. In School Discipline Assignments
4. Notification to Juvenile Court of a student's truancy
5. Notification to BMV by our Superintendent asking to revoke a student's driving privileges.
6. The Administration immediately revoking a student's driving privileges only to Vantage for the remainder of the semester or the remainder of the school year.
7. Intervention Team Meeting to plan and /or discuss placement options

## **KEEPING PARENTS INFORMED ABOUT STUDENT ATTENDANCE**

1. Parents can track student attendance using Progress Book or by calling the Attendance Office. Our goal is to notify parents of any student who is absent without prior notification from a parent or guardian. Again, please call and report your child's absence from school as soon as possible.
2. After a student misses 38 hours in one school month and/or 65 hours in one school year

**OR**

After a student misses 30 consecutive unexcused hours, 42 unexcused hours in one school month and/or 72 unexcused hours in one school year, the Attendance Office will notify parents via letter. In addition, an invention strategy or attendance intervention plan may be developed.

Intervention strategies may include all of the following actions:

1. Providing a truancy intervention plan for any student who is absent from school in an amount that surpasses the threshold for habitual truant;
2. Providing counseling for a habitual truant (current law);
3. Requesting or requiring a parent, guardian or custodian to attend a parental involvement meeting (current law);
4. Requesting or requiring a parent guardian or custodian to attend a truancy prevention medication program (current law);

5. Notification of the Registrar of Motor Vehicles (current law); and

6. Taking legal action (current law).

The district is not required to include in the policy as an intervention strategy the assignment of a habitual truant student to an alternative school.

### **VACATION POLICY**

Although it is preferable that families take vacations during the summer or non-school days, students who go on vacation with their parent/guardian during the school year are required to fill out a vacation form located in the Attendance Office. Families must give reasonable advance notice (generally 5 days) to allow time for teacher planning, or the absences may not be excused. Students must be in good standing in terms of grades, attendance, and discipline. Students are responsible for obtaining and completing missed work and that work is expected to be completed when the student **RETURNS** to school from their vacation absence. Vacations planned during the last week of each semester or during State-mandated Testing weeks may not be excused. Please contact the Attendance Office if you have questions. Example vacation reasons include, but are not limited to going out of town for the holidays, deer hunting trips, and other family vacations.

### **COLLEGE AND MILITARY VISITATIONS**

When students cannot schedule visits to campuses and/or military locations during the summer, weekends, or non-school days, students must arrange in advance with the Attendance Office for release from school activities and must be in good standing in terms of grades, attendance, and discipline to be eligible. Students must pick up forms located in the Attendance Office in advance of the scheduled visits to allow staff a reasonable amount of time to verify the student is in good standing and to assure parental consent. Once verified, Vantage will approve students to attend. In order for the absence to be excused, the students must obtain the signature of the college or military personnel that they met with, along with time of arrival and departure. Completed forms are to be returned to the Attendance Office after the visit. Students will be responsible for contacting teachers for make-up work and completing assignments missed during the absence. Students may not be permitted to make college and military visits during the last week of each semester and State-mandated testing week(s).

### **PROLONGED ABSENCES**

If a student is unable to attend class or school for an extended period of time (usually considered more than five consecutive days) but is able to study at home, direct contact should be made to the Student Services office. If possible, Vantage will arrange for the parent/guardian to pick up missed assignments and develop a plan for the student to make up work missed.

### **MEDICAL APPOINTMENTS/OTHER EARLY DISMISSALS**

When students enter Vantage property (building, parking lot, etc.) or active with a school activity, they are under the jurisdiction of Vantage until the end of the school day and must receive permission from the high school office or activity coordinator before leaving school property or activity. When a student must leave school to secure a medical service or other approved reasons, the parent/guardian must call or send a note to school with the student before 8:20 A.M. the day the student will be leaving school. When the student returns to school later that day or the next day, he or she is required to bring a note from the medical office as a verified formal excuse. The student with an early dismissal slip must sign-out on the register in the main office when leaving the building and must sign-in upon return. If possible, the student is to return to school after an appointment.

**During the day, students who receive career training through a co-op learning experience or early placement will leave the building to go to their jobs. These students are required to sign in and/or out of the building in the main office.**

## **FORGED NOTES OR PHONE CALLS**

Forged/false absence notes are a violation of the Code of Conduct and may result in discipline to the student.

## **TARDY TO SCHOOL**

Students arriving to school must be present in the Vantage building no later than 8:20 a.m. each school day (10:20 a.m., 2-hour delay). Students, who arrive after the 8:20 a.m. bell or are late to 1<sup>st</sup> period, must report to the main office to sign in and receive a pass to class. Tardiness is considered unexcused unless it meets the excused absence criteria. Students who are tardy to school or to any classes during the school day are subject to disciplinary action.

## **PERFECT ATTENDANCE**

Students with perfect attendance during the school year may receive incentives for the quarter, semester, and school year, as determined by the Attendance Office. In school or out of school discipline assignments, or full or partial absences may disqualify a student from perfect attendance.

## **CERTIFICATES RELATED TO PARTICIPATION**

~~Vantage Career Center students will be eligible to receive their Two-Year Certificate of Participation if they have completed two school years in a single career program.~~

~~Vantage students who change programs within the two-year span, will be eligible to receive a One-Year Certificate of Participation.~~

## **SCHOOL CALENDARS, CLOSINGS AND DELAYS**

### **WEATHER RELATED DELAYS**

Students are required to attend classes following the Vantage Career Center calendar. If your associate school district has a weather-related delay and/or weather-related cancellation, Vantage students from that district may delay the same amount of time as their associate school district. Each parent and/or student will have the opportunity to register their cell phone number with Vantage in order to receive updated information on school closings and/or delays. Vantage also uses our school website, social media (Facebook and Twitter), local radio stations, and television stations to post weather related cancellation and delay information. If Vantage Career Center is delayed or cancelled but your associate school district is not, students should follow the Vantage Career Center schedule. It is recommended that students take associate school provided transportation when available especially if schools are open but roads may not be totally clear.

### **OTHER ASSOCIATE SCHOOL DELAYS**

Please remember, if your associate school district is delayed and/or closed for any reason other than weather related issues, **such as teacher in-service**, you are **required** to be at Vantage Career Center at the normal starting time when Vantage is in session. Associate school districts should provide bus service to Vantage Career Center from the associate school district. However, students may have to provide their own transportation if their home school district does not provide bus transportation on teacher in-service days. Absences would be considered unexcused on these days should a student fail to attend Vantage.

## **STUDENT CODE OF CONDUCT**

Students are expected to observe and comply with the policies, rules, and regulations of the Board of Education and its employees, to maintain an appropriate educational atmosphere. Being responsible,

courteous, honest, and cooperative are expected behaviors. Vantage Career Center is concerned with developing values and attitudes important in the world of work. Vantage places emphasis on the need for students to take responsibility and develop self-control for one's actions.

Students are subject to the rules and behavior code of their associate high school whenever students are under the jurisdiction of that associate school district. This includes high school property, school buses, and other activities sponsored by the associate school in which the student may be participating. When requested, Vantage Career Center may enforce consequences in cooperation with the associate school district.

Students may be subject to consequences for violation of the Code of Conduct even if that conduct occurs on property not owned or controlled by the Board but that is connected to activities or incidents that have occurred on property owned or controlled by the Board, or conduct that, regardless of where it occurs, is directed at a Board official or employee, or the property of such official or employee.

### **CODE OF CONDUCT RULES**

Each of the behaviors and/or types of misconduct described below are prohibited and may subject the student to consequences including, but not limited to, student conference, parent/guardian notification, parent/guardian conference, written essays, loss of privilege to participate in certain school activities such as field trips, leadership opportunities, evening events and the like, Full-Lunch detention, In-School Discipline Assignment, removal from class or hold from class, suspension and/or expulsion from school. Furthermore, any criminal acts committed at or related to Vantage will be reported to law enforcement officials as well as disciplined at school. Certain criminal acts may result in permanent exclusion from school.

#### **Rule One – Disregard Of Reasonable Rules, Policies, And Directions/Insubordination**

A student shall not disregard reasonable rules, policies, directions, or commands by school staff or other authorized school personnel. A student shall not be insubordinate or fail to comply with the reasonable directions of members of the school staff. Inappropriate use of technology (computers, etc.) are included acts considered a disregard of reasonable directions.

#### **Rule Two – Disruption of Educational Process/Conduct unbecoming of a Vantage student**

Vantage is committed to a safe learning environment free from disruption. A student must respect the rights of other students, staff, and community members. Any action that endangers the safety or well-being of individuals will not be tolerated. Disruptive, offensive, or inappropriate behavior that interferes with a positive learning environment, during any school related activity will not be tolerated. A student shall not by use of violence, force, coercion, threat, noise, passive resistance, false alarm (including fire and bomb threats), or other disorderly conduct cause or attempt to cause material disruption or obstruction to the normal school operations.

#### **Rule Three – Damage to School Property**

A student must respect and care for the property of the school. A student shall not deface, destroy, vandalize, damage and/or tamper with, or attempt to damage any school property. This includes but is not limited to buildings, equipment, lockers, signs posted in a building and vehicles. Parents or guardians will be held financially responsible for any property damaged by their child.

#### **Rule Four - Damage to Private Property**

Damaging the property of another individual is contrary to the belief that each student should be a good school and community citizen and respect the property of others. A student shall not damage or attempt to damage private property of another. Parents or guardians will be held financially responsible for any property damage by their child.

**Rule Five – Plagiarism, Cheating and Falsification**

All students are expected to exhibit honesty and integrity as personal traits in all schoolwork. A student shall not engage in academic misconduct, including plagiarism or cheating.

A student shall not falsify signatures or data, or refuse to give proper identification or give false information to a staff member. This prohibition includes, but is not limited to, forgery of hall/bus passes and excuses, as well as use of false IDs.

**Rule Six - Theft or Possessing Stolen Property.**

Students shall respect the personal ownership rights of others. A student shall not steal property or receive stolen property.

**Rule Seven - Assault or Fighting.**

Disputes between members of the school community should be resolved through proper and acceptable means. A student shall not knowingly act or behave in such a way as could cause, attempt, or threaten physical injury to other students, any school employee or other persons. Pushing, shoving, wrestling, etc. may also be considered fighting or assault. Engaging in adversarial physical contact in which one or the other party(ies) or both contributed to the situation by verbally instigating a fight and/or physical action. Promoting, or instigating a fight (i.e., contributing to a fight verbally, through aggressive behavior).

**Rule Eight - Use of Obscene Language, Gestures, and Inappropriate Material**

Students are expected to model behavior accepted as being a good school citizen and reflective of a working environment. A student shall not use obscene or vulgar language, gestures, or possess inappropriate material.

**Rule Nine - Extortion**

A student shall not extort another person. Extortion is the use of threat, intimidation, force, or deception to take, or receive something from someone else.

**Rule Ten - Gambling**

A student shall not gamble. Gambling (i.e., playing a game of chance for stakes) includes casual betting, betting pools, organized-sports betting, and any other form of wagering. Students who bet on any school activity in which they are involved may also be banned from that school activity.

**Rule Eleven - Felony, Misdemeanor and Violation of Ordinances**

A student shall not commit any act not listed herein as a violation of the Code of Conduct that constitutes a felony, misdemeanor or violation of an ordinance.

**Rule Twelve - Threatening a Person.**

Students shall not threaten another person. Threatening behavior consists of any oral statement, written statement, electronic or otherwise expressed action that a staff member, student, or other person associated with the District reasonably feels to be a threat. Profanity directed toward a staff member or student in a threatening tone may also be considered a verbal threat. Confrontation with a student or staff member that bullies, intimidates, or causes fear of bodily harm or death is also prohibited.

**Rule Thirteen - Menacing**

Students shall not cause another to believe that the offender will cause physical harm to the person or the property of another. This includes threats that are verbal, written, gestured, or through electronic means.

**Rule Fourteen - Hazing.**

A student shall not haze (harass by exacting unnecessary or disagreeable work, ridicule or playing abusive or humiliating tricks by way of initiation) another student, a school employee or persons who are guests of the school or persons conducting business for the school or otherwise violate the anti- hazing policy. No student may in any way participate or coerce another to participate in any act that causes or creates a substantial

risk of causing mental or physical harm to any person or property of another, which is considered hazing. Permission, consent, or assumption of risk by an individual subjected to hazing does not lessen the prohibition contained in this policy.

#### **Rule Fifteen– Unauthorized Touching**

Students must treat others with respect. A student shall not engage in the unwelcome or unauthorized touching of another person or their property. May include, but not limited to, kissing, groping, rubbing, or otherwise inappropriate behaviors that distract from a professional learning environment.

#### **Rule Sixteen – Dangerous Weapons and Instruments**

School must be a safe learning community for all of its members. A student must be safe and respect the safety of others. A student shall not unintentionally or knowingly possess, handle, transmit, conceal, use, or threaten to use any weapon on school premises or while under the jurisdiction of school authorities. A weapon is any device that may be used for offensive or defensive purposes, including but not limited to a dangerous instrument, firearms of any kind, pellet guns, knives, explosive devices, counterfeit weapons, chemical/irritants or other hazardous agents, club type weapons, fighting instruments, cutting instruments, or dangerous devices, or any object which a reasonable person might consider, under the circumstances, capable of harming a person or property, including look-a-like/counterfeit weapons (including any toy that is presented as a real weapon reacted to as a real weapon). Any object that is used to threaten, harm, or harass another may be considered a weapon, this includes but is not limited to padlocks, pens, pencils, laser pointers, jewelry, etc.. It will make no difference whether the weapon belongs to someone else. It is every student's responsibility to inform any school employee of another student's possession of a dangerous weapon or activity. Security devices may be used to aid in providing a safe school environment.

If the violation involves bringing a firearm or knife to school, or possessing a firearm or knife at school, the Superintendent may expel the student for up to one (1) year. This expulsion may be reduced on a case-by-case basis by the Superintendent using the guidelines set forth in Board Policy.

#### **Rule Seventeen - Arson or Unauthorized Use/Possession of Fire and/or of Fire-Starting and/ or Incendiary Device**

A student shall not intentionally or purposefully destroy or damage school or district buildings or property by means of fire. Anything, such as fire, that endangers school property, and its occupants will not be tolerated.

A student shall not be in possession of matches, lighters, etc. while on school grounds. A student shall not ignite matches, lighters or any other device that produces flames.

A student shall not possess or using any compound or mixture, the primary or common purpose of which is to function by explosion, with substantially instantaneous release of gas and heat (including, but not limited to explosives and chemical-reaction objects such as smoke bombs and poppers).

Additionally, a student shall not possess or offer for sale any substance, combination of substances or article prepared to produce a visible and/or audible effect by combustion, explosion, deflagration or detonation.

#### **Rule Eighteen – Narcotics, Alcoholic Beverages, Chemicals used as inhalants and/or Drugs, and Drug Paraphernalia**

Vantage is committed to promoting a healthy and safe environment for each student.

*Narcotics, alcoholic beverages, drugs, drug paraphernalia, counterfeit controlled substances, mood altering chemicals of any kind:* A student shall not buy, sell, attempt to sell, supply, apply, possess, use, transmit, conceal, be under the influence of any of the aforementioned items, facilitate and/or assist in the sale of aforementioned items.

*“Possession”* includes, without limitation, retention on the student person or in purses, wallets, lockers,

desks, or automobiles parked on school property.

*“Under the Influence”* is defined as manifesting signs of chemical misuse, such as restlessness, staggering, odor of chemicals, memory loss, abusive language or behavior, falling asleep in class or any other behavior not normal for the particular student.

*“Mood altering chemical”* includes, without limitation: narcotics, depressants, stimulants, hallucinogens, counterfeit controlled substances, marijuana, including “medical marijuana,” alcohol, and prescription drugs, nonprescription medications which are taken for unauthorized or abusive purposes or in doses above the recommended dosage on the packaging, unless authorized by a medical prescription from a licensed physician and kept in the original container, which shall state the student’s name and the directions for proper use.

*“Instrument or paraphernalia”* shall include, but not be limited to, equipment or apparatus designed or used for the purpose of measuring, packaging, distributing, or facilitating the use of drugs such as pipes, roach clips, syringes, bongs, vaping instruments, THC cartridges and hypodermic needles, cocaine spoons, rolling papers, and drug kits, etc.

A student suspected of drug use may be removed from school that day, and the mere odor of alcohol/drugs is sufficient for disciplinary actions. Be advised that canines are used to maintain a drug free campus. Students may be required to take a breathalyzer test for suspected alcohol. Refusal to take the breathalyzer will result in suspension and/or expulsion. Use, possession, or reasonable suspicion of drugs/alcohol will likely result in an out of school suspension **and could result in recommendation for expulsion**. Students who need to take or have access to prescription medication during the school day should follow the procedures as described in the “Health Services” section of this Handbook, or contact Student Services for information on the procedures including registering all prescription drugs with Student Services immediately upon entering school premises. Whenever a student is suspended or expelled from school in accordance with O.R.C. 3313.66 for the possession and/or consumption of alcohol or drugs, the Superintendent may notify the Registrar of Motor Vehicles and the Juvenile Judge of the county of the suspension or expulsion. After receiving such notification, the Registrar of Motor Vehicles is required to suspend the temporary instruction permit or driver’s license of the student who is subject of the notice. If a temporary permit or license has not been issued for that student, the Registrar is prohibited from issuing a temporary permit of license. Driving privileges may be restored once the Superintendent notifies the Registrar that the student has satisfied any conditions established by the Superintendent.

#### **Rule Nineteen – Tobacco & Nicotine use, paraphernalia or possession**

Smoking or possessing tobacco or nicotine products does not promote healthy lifestyle or healthy community and is a violation of the Student Code of Conduct. Students shall not possess, buy, sell, distribute, smoke, burn or otherwise use any substance containing tobacco or nicotine or a cigarette or cigar containing clove or any other substance, including but not limited to vapor pens, look-a-likes, and e-cigarettes, or any apparatus used or commonly used to ingest nicotine products in any way, in the school building, on the school grounds, or at any school-sponsored event at any time before, during, or after school, by any means. Whether the student is 18 years of age or not they must follow this policy.

#### **Rule Twenty – Repeated or Flagrant Violations**

A student shall not repeatedly fail to comply with school policies including the Student Handbook or directions of school employees or any other authorized school personnel during any period of time when the student is under the authority of school personnel, which includes field trips, in the parking lot, and on the campus of Vantage Career Center.

**Rule Twenty-One – Collusion/Aiding and Abetting Violation of School Rules**

A student shall not assist, entice or aid, in any way, another student in violating school rules, regulations, and/or policies. Students who violate this section are subject to the same penalties as the student who actually commits the violation.

**Rule Twenty-two– Harassment and/or Aggressive Behavior (Including Bullying/Cyberbullying)**

The Board of Education encourages the promotion of positive interpersonal relations between members of the school community. Harassment and/or Aggressive Behavior including Bullying/Cyberbullying toward a student, whether by other students, staff, or third parties, is strictly prohibited and will not be tolerated. This prohibition includes physical, verbal, and psychological abuse, and any speech or action that creates a hostile, discriminatory, intimidating, or offensive learning environment. The Board will not tolerate any gestures, comments, threats, or actions which cause or threaten to cause bodily harm or personal degradation. A student shall not harass, intimidate, disparage, incite, provoke, stalk or threaten any individual on school premises or otherwise disrupt the school environment. For this purpose, harassment or intimidation includes but is not limited to: slurs; profanity; written information; denigrating remarks or actions; obscene gestures; the wearing or display of insignia signs buttons, clothing, or apparel; or other verbal or physical conduct including, but not limited to, those based on race, color, national origin, ancestry, citizenship, religion, handicap, age or sex. Violation of the Board's Policy on anti-harassment, sexual harassment, and bullying and other forms of aggressive behavior is prohibited. Individuals engaging in such conduct will be subject to disciplinary action.

**Rule Twenty-three - Public Display of Affection.**

Affection between students is personal and not meant for public display. A student shall not engage in public displays of affection. This includes but is not limited to touching, petting, kissing, or any other contact that may be considered sexual in nature. Sexual activity of any nature is prohibited.

**Rule Twenty-four - Tardiness:**

Being on time to school and class is the first step to helping ensure academic success and establish good work habits needed for the future. Students shall arrive at school for each of their assigned classes at the properly scheduled time and shall not violate the attendance regulations, attendance policy, class truancy, class tardiness or tardiness to school

**Rule Twenty-five -Truancy**

Truancy is an unexcused absence from school or class for any part of the school day. Students shall abide by the attendance laws of the State of Ohio and Vantage's attendance policy unless excused by the Director.

**Rule Twenty-six - Loitering, Trespassing, or Unauthorized Entry**

Although schools are public facilities, the law allows the Board to restrict access to school property. Students shall not be willfully present in a school building, lab, restricted area of the school building or any part of the school grounds at an unauthorized time or without specific permission from a staff member. Students shall not attempt to enter a district-owned vehicle, locker, classroom, lab, closed and/or restricted area without proper authorization. Unless so authorized, students shall not access or attempt to access a Board-owned computer, district, school or staff computer files, a school or district file server, or the Network.

**Rule Twenty-seven - Driving/Parking**

Driving to school is a privilege, not a right. Students driving a vehicle with proper parking registration shall follow the rules and regulations established for this privilege. A student shall not drive/park an unauthorized vehicle on school property during school hours.

**Rule Twenty-eight - Libel or Slander**

No student shall commit libel or slander. Libel is defamation expressed by print, writing, pictures, or signs while slander is defamation by speaking.



## **Rule Twenty-nine - Manifest Disrespect**

Every member of the Vantage community is deserving of respect. Failure to demonstrate respect towards students and/or staff is considered a serious breach of the Student Code of Conduct. A student shall not demonstrate manifest disrespect toward any other individual. Actions may include verbal or nonverbal disrespect, psychological or material abuse.

### **CONSEQUENCES**

In determining appropriate disciplinary action, the ~~Dean of Students~~ Student Operations Supervisor, Career Tech Supervisor, or other school representative shall reserve the right in determining the degree of consequence for a violated policy. The following considerations may be applied:

1. Gravity of the offense, as it potentially affects the educational community, and the degree to which such conduct tends to interfere with achieving the objectives of the education process.
2. Whether the offense is a first or infrequent infraction, or one in a continuous series of offenses.
3. Whether alternate action, other than that which is otherwise considered usual and customary, would be in the best interest of the offending student and/or the school community in general.
4. Consistency in the administration of penalties and punishment for similar acts of misconduct.

### **Informal Consequences**

Informal consequences take place within the school. As long as the informal consequence is served entirely in the school setting, it will not require any notice or hearing, or be subject to appeal. In the event the informal consequence occurs outside of school hours, it is the responsibility of the parent(s)/guardian(s) to provide transportation. Informal consequences may include but is not limited to:

- Parent/Guardian conference
- Verbal and/or written warning
- Written essays
- Full-Lunch Detentions
- In-School Discipline Assignments
- Loss of Privilege
- Removal of class or hold from class

### **Full- Lunch Detentions**

School personnel can issue Full-Lunch Detentions to students for tardiness and inappropriate school behavior. Classroom instructors or other school personnel can issue a detention for student violations of the Student Code of Conduct or classroom rules. The student is responsible to serve the Full-Lunch detention the day it is issued or the following day. If the student does not serve the Full-Lunch detention, he/she is being insubordinate, and school personnel will take more severe disciplinary. Students may receive a maximum of Three (3) Full-Lunch Detentions before more severe disciplinary action is taken.

Students serve Full-Lunch Detentions for the student's entire lunch period. School personnel will give the Full-Lunch Detention notification slip directly to the student who must hold onto this slip. When their lunch period begins, the student will report directly to the ISD room E-07. The In-School Discipline Coordinator will escort students to the cafeteria to obtain their lunch, if eating. Students choosing not to eat will remain in ISD for the entirety of the assigned lunch period. Five (5) minutes after the start of the lunch period, the In-School Discipline Coordinator will close the ISD Room door, and not permit late students to enter the room. As a result, the student will eat their lunch in the cafeteria and be assigned an additional Full-Lunch Detention. Students will turn in Full-Lunch Detention slips to the Detention/In-School Monitor; if students lose or throw away the slips, they can expect more severe disciplinary action.

## **In-School Discipline Assignments**

Students who fail to use appropriate behavior during school hours and/or off school property may be assigned to In-School Discipline Assignments. The **Dean of Students Student Operations Supervisor** or other supervisor will assign discipline as necessary to maintain a positive learning environment. The student must attend the day of the In-School Discipline Assignments assigned to them. An unexcused absence from school will double the In-School Discipline Assignments time or could possibly result in out of school suspension from school.

Students assigned an In-School Discipline Assignments (ISDA) must comply with the following rules:

1. Students must report at the scheduled time. If a student is late, he or she may be assigned an additional day of ISDA. Students must be in a seat, bring any known homework, work on the assigned work throughout the day, and remain quiet during the entire duration of the ISDA.
2. A student assigned ISDA should work to complete any work assigned by the In-School Discipline Coordinator as well as any assignments from classes missed. Students will have a reasonable amount of time to make up work for classes missed due to ISDA and will receive credit for work properly completed.
3. Students in ISDA will have a twenty-five-minute lunch period outside the time of the regular periods when serving a daylong ISDA. Students may purchase the lunch provided by the cafeteria with their own lunch account or pack a lunch. Students in ISDA will eat lunch in the ISDA room. If the student does not wish to eat the lunch provided, it is their choice. If the cafeteria is closed, students will need to pack a lunch.
4. Students who receive ISDA must be in their proper uniform and follow the uniform guidelines during their entire ISDA duration. If Vantage is having a special day, such as a jean day activity, the student is still required to wear their uniform and he or she cannot partake in the activities of that day.
5. Students must follow all instructions as directed by the In-School Discipline Coordinator or other staff.

If a student fails to follow any of above rules or policies of Vantage Career Center, he or she may be given additional In-School Discipline Assignments, or other disciplinary action may be taken.

## **Formal Consequences**

Formal consequences involve the removal of the student from school. It includes emergency removal, suspension for up to ten (10) school days, expulsion for up to eighty (80) school days or the number of days remaining in a semester, whichever is greater, expulsion for up to one (1) school year for certain offenses, and permanent exclusion. Expulsions may carry over into the next school year. Any student who is expelled from school for more than twenty (20) days or for any period of time if the expulsion will extend into the following semester or school year will be provided with information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitude and behavior that contributed to the incident that gave rise to the student's expulsion.

Removal for less than one (1) school day without the possibility of suspension or expulsion may not be appealed. Suspension, expulsion, and permanent exclusion may be appealed.

Students being considered for suspension are entitled to an informal meeting with the building administrator prior to removal. Also, students being considered for expulsion are entitled to an informal meeting with the Superintendent or designee prior to removal. During the informal meeting, the student will be notified of the charges and given the opportunity to respond.

Students involved in co-curricular and extra-curricular activities can lose their eligibility for violation of the School rules.

If a student commits a crime while under Vantage's jurisdiction, s/he may be subject to school consequences as well as action through local law enforcement.

## **DUE PROCESS RIGHTS**

Before a student is suspended, expelled, or permanently excluded from school, there are specific procedures that must be followed. As long as the in-school discipline is served entirely in the school setting, it will not require any notice or meeting, or be subject to appeal.

### **Suspension from School**

When a student is being considered for an out-of-school suspension by the Superintendent, Director, or other administrator the student will be informed in writing of the potential suspension and the reasons for the proposed action. The student will be provided an opportunity for an informal hearing to challenge the reason for the intended suspension and to explain their actions. An attempt will be made to notify parents or guardians by telephone if a suspension is issued.

Within one (1) school day of the suspension the Superintendent, Director, or other administrator will notify the parents, guardians, or custodians of the student. The notice will include the reasons for the suspension and the right of the student, parent, guardian, or custodian to appeal to the Board or its designee; the right to be represented at the appeal; and the right to request the hearing be held in executive session if before the Board. The notice shall also specify that if the student, parent, guardian, or custodian intends to appeal the suspension to the Board or its designee, such notice of appeal shall be filed, in writing, with the Treasurer of the Board or the Superintendent within five (5) calendar days after the date of the notice to suspend. If the offense is one for which the District may seek permanent exclusion, then the notice will contain that information. Notice of the suspension will also be sent to the Superintendent and the student's school record for inclusion in the permanent record.

Students, who are suspended Out of School from either Vantage or their associate school, are not permitted to attend either school or be on school grounds during the time of their suspension or expulsion. If a student is suspended Out of School and Vantage classes are cancelled during the suspension period, the student shall add to the suspension the number of day(s) that school was closed.

If a student leaves school property without permission immediately upon violation (or suspected violation) of a provision of the Student Code of Conduct or prior to an administrator conducting an informal hearing as specified above, and the student fails to return to school on the following school day, the Director, assistant director, Superintendent, or any other administrator, may send the student and his/her parent(s)/guardian(s) notice of the suspension, and offer to provide the student and/or his/her parents an informal hearing upon request to discuss the reasons for the suspension and to allow the student to challenge the reasons and to explain his/her actions, any time prior to the end of the suspension period.

The student who is eighteen (18) or older or the student's parent(s) or guardian(s) may appeal the suspension to the Board or its designee. They may be represented in all such appeal proceedings. A verbatim record will be kept of the hearing which may be held in executive session at the request of the student, parent, or guardian, if held before the Board. The procedure to pursue such appeal will be provided in regulations approved by the Superintendent. Notice of appeal must be filed, in writing, with the Treasurer or the Superintendent within five (5) calendar days after the date of the notice to suspend.

Absence from school due to suspension shall be considered an authorized absence. See work make-up rules for out of school suspensions listed under excused absences.

## **Emergency Removal**

If a student's presence poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process taking place either in a classroom or elsewhere on the school premises, the Superintendent, Director or ~~Assistant Director~~ other school administrator may remove the student from any curricular activity or from the school premises. A teacher may remove the student from a curricular activity under the teacher's supervision, but not from the premises.

No prior notice or hearing is required for any removal under this procedure. In all cases of normal disciplinary procedures where a student is removed from curricular activity for less than one school day, and is not subject to further suspension for expulsion, the following due process requirements do not apply.

If the emergency removal exceeds one (1) school day, a due process hearing will be held on the next school day after the removal is ordered. Written notice of the hearing and the reason for the removal and any intended disciplinary action will be given to the student as soon as practical prior to the hearing. If the student is subject to out-of-school suspension, the student will have the opportunity to appear at an informal hearing before the director, assistant director, Superintendent or designee and has the right to challenge the reasons for the intended suspension or otherwise explain his/her actions. Within one (1) school day of the decision to suspend, written notification will be given to the parents)/guardian(s) or custodian of the student on the next school day after the date of the initial removal. This notice will include the reasons for the suspension, the right of the student or parents)/guardian(s) to appeal to the Board or its designee and the student's right to be represented in all appeal proceedings. If it is probable that the student may be subject to expulsion, the hearing will take place and will be held in accordance with the procedures outlined in the Policy 5611 - Due Process Rights. The person who ordered or requested the removal will be present at the hearing.

## **Expulsion from School**

When a student is being considered for expulsion, the Superintendent will give the student and parent, guardian, or custodian written notice of the intended expulsion, including reasons for the intended expulsion. The student and parent or representative have the opportunity to appear before the Superintendent or designee to challenge the proposed action or to otherwise explain the student's actions. The written notice will state the time and place to appear, which must not be earlier than three (3) school days nor later than five (5) school days after the notice is given, unless the Superintendent grants an extension upon request of the student or parent.

Within one (1) school day of the expulsion, the Superintendent will notify the parents, guardians, or custodians of the student and Treasurer of the Board. The notice will include the reasons for the expulsion and the right of the student, parent, guardian, or custodian to appeal to the Board or its designee; the right to be represented at the appeal; and the right to request the hearing be held in executive session if before the Board. The notice shall also specify that if the student, parent, guardian, or custodial intends to appeal the expulsion to the Board or its designee, such notice of appeal shall be filed, in writing, with the Treasurer of the Board or the Superintendent within fourteen (14) calendar days after the date of the notice of expulsion. If the offense is one for which the District may seek permanent exclusion, then the notice will contain that information. A student who is eighteen (18) or older or a student's parent(s) or guardian(s) may appeal the expulsion by the Superintendent to the Board or its designee. They may be represented in all such appeal proceedings and will be granted a hearing before the Board or its designee. A verbatim record will be kept of the hearing which may be held in executive session at the request of the student, parent, or guardian. The procedure to pursue such appeal will be in accordance with regulations approved by the Superintendent. Notice of appeal must be filed, in writing, within fourteen (14) calendar days after the

date of the Superintendent's decision to expel with the Treasurer of the Board or the Superintendent. While a hearing before the Board may occur in executive session, the Board must act in public.

Students serving expulsions will not be awarded grades or credit during the period of expulsion. Expulsion for certain violations including use or possession of alcohol or drugs, may result in revocation of student's driver's license.

A student who is expelled from either Vantage or his/her associate school will not be permitted to attend either school during the time of the expulsion.

### **Permanent Exclusion**

State law provides for the permanent exclusion of a student, 16 years of age or older who engages in certain criminal activity. Permanently excluded students may never be permitted to return to school anywhere in the State of Ohio. A permanent exclusion may be considered if the student is convicted or adjudicated delinquent for committing one or more of the following crimes while on the property of any Ohio school:

- A. carrying a concealed weapon or conveying or possessing a deadly weapon or dangerous ordnance on property owned or controlled by a board of education or at an activity held under the auspices of this Board
- B. possessing, selling, or offering to sell controlled substances on property owned or controlled by a board of education or at an activity under the auspices of this Board
- C. 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:

- A. rape, gross sexual imposition or felonious sexual penetration
- B. murder, manslaughter, felonious or aggravated assault
- C. complicity to commit offenses described in paragraphs A and B, regardless of where the complicity occurs

This process is formal and may follow an expulsion with the proper notification to the parents.

### **Discipline of Students with Disabilities**

Students with disabilities are entitled to the rights and procedures afforded by the Individuals with Disability Education Improvement Act (I.D.E.I.A., ), and where applicable, the Americans with Disability Act (A.D.A.), and/or Section 504 of the Rehabilitation Act of 1973.

### **Suspension of Bus Riding/Transportation Privileges**

Students on a bus or other authorized Board of Education transportation vehicles are under the authority of and directly responsible to the bus/vehicle driver. The driver has the authority to enforce the established regulations for bus/vehicle conduct. Disorderly conduct or refusal to submit to the authority of the driver will be sufficient reason for refusing transportation service to any student.

A student may be suspended from school bus/vehicle riding privileges for all or part of a school

year for any violation of established regulations for bus conduct and/or for conduct occurring on the bus/vehicle in violation of the Student Code of Conduct/Student Discipline Code.

Before a suspension from bus/vehicle riding privileges is imposed, the Superintendent or other designated District personnel will provide a student with notice of an intended suspension and an opportunity to appear before the Superintendent or other designated District personnel. Disciplinary suspension periods will be commensurate with the infraction(s) committed as determined by the Superintendent or designated District personnel.

This Vantage Career Center Code of Conduct has been developed in conformity with the O.R.C. 3313.661 and specifies the school's expectations for student behavior.

#### **EIGHTEEN-YEAR-OLD STUDENTS**

Students eighteen (18) years old or older, who elect to continue their education at the public expense, must follow all applicable school rules, regulations, policies, and state laws. Parental signatures are required on all documents from all students. If residing at home, adult students are encouraged to include their parents/guardians in their educational program. If the eighteen (18) year old student meets all the necessary requirements of an Independent Student, they are permitted to sign all documents themselves after the requirements are met to be considered an Independent Student.

#### **BULLYING AND OTHER FORMS OF AGGRESSIVE BEHAVIOR**

The Board of Education is committed to providing a safe, positive, productive, and nurturing educational environment for all of its students. The Board encourages the promotion of positive interpersonal relations between members of the school community.

Harassment, intimidation, or bullying toward a student, whether by other students, staff, or third parties is strictly prohibited and will not be tolerated. This prohibition includes aggressive behavior, physical, verbal, and psychological abuse, and violence within a dating relationship. The Board will not tolerate any gestures, comments, threats, or actions which cause or threaten to cause bodily harm or personal degradation. This policy applies to all activities in the District, including activities on school property, on a school bus, or while en route to or from school, and those occurring off school property if the student or employee is at any school-sponsored, school-approved or school-related activity or function, such as field trips or athletic events where students are under the school's control, in a school vehicle, or where an employee is engaged in school business.

This policy has been developed in consultation with parents, District employees, volunteers, students, and community members as prescribed in R.C. 3313.666 and the State Board of Education's Model Policy.

#### **Harassment, intimidation, or bullying means:**

- A. any intentional written, verbal, electronic, or physical act that a student or group of students exhibits toward another particular student(s) more than once and the behavior both causes mental or physical harm to the other student(s) and is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student(s); or

B. violence within a dating relationship.

"Electronic act" means an act committed through the use of a cellular telephone, computer, pager, personal communication device, or other electronic communication device.

Aggressive behavior is defined as inappropriate conduct that is repeated enough, or serious enough, to negatively impact a student's educational, physical, or emotional well-being. This type of behavior is a form of intimidation and harassment, although it need not be based on any of the legally protected characteristics, such as sex, race, color, national origin, marital status, or disability. It would include, but not be limited to, such behaviors as stalking, bullying/cyberbullying, intimidating, menacing, coercion, name calling, taunting, making threats, and hazing.

Harassment, intimidation, or bullying also means cyberbullying through electronically transmitted acts (i.e., internet, e-mail, cellular telephone, personal digital assistance (PDA), or wireless hand-held device) that a student(s) or a group of students exhibits toward another particular student(s) more than once and the behavior both causes mental and 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(s).

Any student or student's parent/guardian who believes s/he has been or is the victim of aggressive behavior should immediately report the situation to the building director or assistant director, or the Superintendent. The student may also report concerns to teachers and other school staff who will be responsible for notifying the appropriate administrator or Board official. Complaints against the building director should be filed with the Superintendent. Complaints against the Superintendent should be filed with the Board President.

Every student is encouraged, and every staff member is required, to report any situation that they believe to be aggressive behavior directed toward a student. Reports may be made to those identified above.

All complaints about aggressive behavior that may violate this policy shall be promptly investigated. The building director or appropriate administrator shall prepare a written report of the investigation upon completion. Such report shall include findings of fact, a determination of whether acts of harassment, intimidation, and/or bullying were verified, and, when prohibited acts are verified, a recommendation for intervention, including disciplinary action shall be included in the report. Where appropriate, written witness statements shall be attached to the report.

If the investigation finds an instance of harassment, intimidation, and/or bullying/cyberbullying by an electronic act or otherwise, has occurred, it will result in prompt and appropriate remedial and/or disciplinary action. This may include suspension or up to expulsion for students, up to discharge for employees, exclusion for parents, guests, volunteers, and contractors, and removal from any official position and/or a request to resign for Board members. Individuals may also be referred to law enforcement officials.

If, during an investigation of a reported act of harassment, intimidation and/or bullying/cyberbullying, the Director or appropriate administrator believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Director will report the act of bullying

and/or harassment to one of the Anti- Harassment Compliance Officers so that it may be investigated in accordance with the procedures set forth in Policy 5517 - Anti-Harassment.

Retaliation against any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry concerning allegations of aggressive behavior is prohibited and will not be tolerated. Such retaliation shall be considered a serious violation of Board policy and independent of whether a complaint is substantiated. Suspected retaliation should be reported in the same manner as aggressive behavior. Retaliation may result in disciplinary action as indicated above.

Deliberately making false reports about harassment, intimidation, bullying and/or other aggressive behavior for the purpose of getting someone in trouble is similarly prohibited and will not be tolerated. Deliberately making false reports may result in disciplinary action as indicated above.

If a student or other individual believes there has been aggressive behavior, regardless of whether it fits a particular definition, s/he should report it and allow the administration to determine the appropriate course of action.

The District shall implement intervention strategies (AG 5517.01) to protect a victim or other person from new or additional harassment, intimidation, or bullying and from retaliation following such a report.

This policy shall not be interpreted to infringe upon the First Amendment rights of students (i.e., to prohibit a reasoned and civil exchange of opinions, or debate, that is conducted at appropriate times and places during the school day and is protected by State or Federal law).

The complainant shall be notified of the findings of the investigation, and as appropriate, that remedial action has been taken. If after investigation, acts of bullying against a specific student are verified, the building director or appropriate administrator shall notify the custodial parent/guardian of the victim of such finding. In providing such notification care shall be taken to respect the statutory privacy rights of the perpetrator of such harassment, intimidation, and/or bullying.

If after investigation, acts of harassment, intimidation, and/or bullying by a specific student are verified, the building director or appropriate administrator shall notify in writing the custodial parent/guardian of the perpetrator of that finding. If disciplinary consequences are imposed against such student, a description of such discipline shall be included in the notification.

### **Complaints**

Students and/or their parents/guardians may file reports regarding suspected harassment, intimidation, or bullying. Such reports shall be reasonably specific including person(s) involved, number of times and places of the alleged conduct, the target of suspected harassment, intimidation, and/or bullying, and the names of any potential student or staff witnesses. Such reports may be filed with any school staff member or administrator, and they shall be promptly forwarded to the building director for review, investigation, and action.

Students, parents/guardians, and school personnel may make informal or anonymous complaints of conduct that they consider to be harassment, intimidation, and/or bullying by verbal report to a teacher, school administrator, or other school personnel. Such complaints shall be reasonably specific



including person(s) involved, number of times and places of the alleged conduct, the target of suspected harassment, intimidation, and/or bullying, and the names of any potential student or staff witnesses. A school staff member or administrator who receives an informal or anonymous complaint shall promptly document the complaint in writing, including the information provided. This written report shall be promptly forwarded by the school staff member and/or administrator to the building director for review, investigation, and appropriate action.

Individuals who make informal complaints as provided above may request that their name be maintained in confidence by the school staff member(s) and administrator(s) who receive the complaint. Anonymous complaints shall be reviewed and reasonable action shall be taken to address the situation, to the extent such action may be taken that (1) does not disclose the source of the complaint, and (2) is consistent with the due process rights of the student(s) alleged to have committed acts of harassment, intimidation, and/or bullying.

When an individual making an informal complaint has requested anonymity, the investigation of such complaint shall be limited as is appropriate in view of the anonymity of the complaint. Such limitation of investigation may include restricting action to a simple review of the complaint subject to receipt of further information and/or the withdrawal by the complaining student of the condition that his/her report be anonymous.

### **Privacy/Confidentiality**

The School District will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under this policy and its related administrative guidelines shall be maintained as confidential to the extent permitted by law.

### **Reporting Requirement**

At least semi-annually, the Superintendent shall provide to the President of the Board a written summary of all reported incidents and post the summary on the District web site (if one exists). The list shall be limited to the number of verified acts of harassment, intimidation, and/or bullying, whether in the classroom, on school property, to and from school, or at school-sponsored events.

Allegations of criminal misconduct and suspected child abuse will be reported to the appropriate law enforcement agency and/or to Child Protective Services in accordance with statute. District personnel shall cooperate with investigations by such agencies.

### **Immunity**

A School District employee, student, or volunteer shall be individually immune from liability in a civil action for damages arising from reporting an incident in accordance with this policy and R.C. 3313.666 if that person reports an incident of harassment, intimidation, and/or bullying promptly, in good faith, and in compliance with the procedures specified in this policy. Such immunity from liability shall not apply to an employee, student, or volunteer determined to have made an intentionally false report about harassment, intimidation, and/or bullying.

## **Notification**

Notice of this policy will be annually circulated to and posted in conspicuous locations in all school buildings and departments within the District and discussed with students, as well as incorporated into the teacher, student, and parent/guardian handbooks. At least once each school year a written statement describing the policy and consequences for violations of the policy shall be sent to each student's custodial parent or guardian.

The statement may be sent with regular student report cards or may be delivered electronically.

The policy and an explanation of the seriousness of bullying by electronic means shall be made available to students in the District and to their custodial parents or guardians.

State and Federal rights posters on discrimination and harassment shall also be posted at each building. All new hires will be required to review and sign off on this policy and the related complaint procedures.

## **Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of aggressive behavior, including bullying and violence within a dating relationship. The Superintendent or designee shall provide appropriate training to all members of the School District community related to the implementation of this policy and its accompanying administrative guidelines. All training regarding the Board's policy and administrative guidelines about aggressive behavior and bullying in general will be age and content appropriate.

Annually, the District shall provide all students enrolled in the District with age-appropriate instruction regarding the Board's policy, including a written or verbal discussion of the consequences for violations of the policy, to the extent that State or Federal funds are appropriated for this purpose.

Students in grades seven (7) through twelve (12) shall receive age-appropriate instruction in dating violence prevention education, including instruction in recognizing dating violence warning signs and characteristics of healthy relationships. Parents, who submit a written request to the building director to examine the dating violence prevention instruction materials used in the school, will be afforded an opportunity to review the materials within a reasonable period of time.

The District shall provide training, workshops, and/or courses on this policy for school employees and volunteers who have direct contact with students, to the extent that State or Federal funds are appropriated for these purposes. Time spent by school staff in these training programs shall apply toward mandated continuing education requirements.

In accordance with Board Policy 8462, the Superintendent shall include a review of this policy on bullying and other forms of harassment in the required training in the prevention of child abuse, violence, and substance abuse and the promotion of positive youth development.

The Superintendent shall develop administrative guidelines to implement this policy. Guidelines shall include reporting and investigative procedures, as needed. The complaint procedure established by the Superintendent shall be followed.

## ANTI-HARASSMENT

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and gender identity), disability, age (except as authorized by law), religion, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its recurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

The Board designates the following individuals to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers".

Adult Education Director  
419-238-5411  
818 N. Franklin Street  
Van Wert, OH 45891

Instructional Supervisor  
419-238-5411  
818 N. Franklin Street  
Van Wert, OH 45891

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the student, other member of the School District community or third party in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed within a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the person alleging the harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members



Science	3 Units
Health & Physical Education	1 Unit
Social Studies	3 Units
Mathematics	4 Units

To meet these graduation requirements, students at Vantage will be enrolled in their major career-technical areas and academic subjects each year as follows:

Junior Year

Career-Technical Lab	3 Credits
Science	1 Credit
English	1 Credit
Math	1 Credit
Social Studies	1 Credit

DRAFT

Senior Year

Career-technical Lab	3 Credits
English	1 Credit
Math	1 Credit

Elective classes, which may include:

Math Courses	1 Credit
Science Courses	1 Credit
Social Studies Courses	1 Credit
VCC	1 Credit

Students needing to pass State mandated testing or with academic credit deficiencies will be assigned to academic classes in lieu of electives. Students may make up any additional requirements in Virtual Learning classes. Students should check with their associate school counselors or Vantage counselor to see if they meet the minimum requirements for graduation.

ORC 3313.6014 - A consequence of not completing core curriculum requirements in ORC 3313.603 (c) is students are ineligible to enroll in state universities without further coursework.

The Vantage school year is divided into four nine-week grading periods totaling 180 days of instruction. Students will receive letter grades to indicate the level of achievement according to the following scale:

A+	98.50	100.00
A	93.50	98.49
A-	91.50	93.49
B+	89.50	91.49
B	84.50	89.49
B-	82.50	84.49
C+	80.50	82.49
C	75.50	80.49
C-	73.50	75.49
D+	71.50	73.49
D	66.50	71.49
D-	64.50	66.49
F	0.00	64.49

Students must meet the following criteria in order to gain credit for any course: The final grade must average to a passing grade. Final grades will be determined by averaging the four nine-week grades in career-technical courses. Academic courses will have a final grade determined by the following formula: each of the four nine-week grades will count as 20 percent of the final course grade, with each of the semester exams counting as 10 percent of the final course grade. ~~A grade of *Incomplete* will be given to students who do not complete work to the satisfaction of the instructor. Two Weeks will be given to complete the missing work, before the *Incomplete* is converted into an F or failing grade, for any assignments that are missing.~~ Students enrolled in Virtual Learning Classes will be graded Pass/Fail.

Students with extenuating circumstances may receive a grade of Incomplete due to missing work. Two weeks will be given to complete the missing work before a zero (0) or failing grade will be assigned for any work still missing. The nine-week grade will then be finalized.

### **VANTAGE STUDENT PARTICIPATION POLICY**

Vantage Career Center has high expectations for all students. To maximize students' learning experiences, the following points program has been designed in order for you to improve upon your performance while attending Vantage Career Center.

75 points are "in the bank" for every junior student upon confirmed enrollment at Vantage. To advance to the senior year, you must have points remaining in your account.

Points are deducted from your individual student account of 75 points for each of the following:

Tardy to school (Progressive discipline after 3rd tardy)	1 point
Lunch detention	2 points
Unexcused absence	4 points
Nine weeks grade of "F"	5 points per academic / 15 points per lab
Denial of driving or other privilege	5 points (max per incident)
Failure to follow Virtual Learning Strategies	(Same points as academic referral ISDA)
Day(s) of In School Discipline (or partial)	5 points
Day(s) of Out of School Suspension	10 points (Max. 50 pts per occurrence)

If a student loses all of their points in the junior year, the student will not be able to enroll at Vantage in any program as a senior. This program has been designed to help each student do their best in the simulated work environment at Vantage, which prepares them for a future career of their choice. It also provides frequent feedback to each student if a student's point value decreases and they are in danger of not being able to complete two years at Vantage.

If a student loses all their points their senior year then they will be prohibited from participating in the Vantage Senior Awards Ceremony.

If a student feels extenuating circumstances have affected their point balance, an appeal may be made to the Appeals Committee, where they will state their individual case.

The Appeals Committee will include:  
Career Tech Teacher  
1-2 Academic Teachers  
School Counselor  
High School Director

### **STUDENT ELIGIBILITY BENCHMARKS FOR INTERVENTION**

Intervention will be held once a student loses the following point totals:

- 20 Points – Contact parent / guardian.
- 30 Points - Home school Principal notified.
- 40 Points - Parent/guardian conference.

50 Points - Meeting with home school Principal and parent / guardian.

75 Points - Notice to home school and parent of student not returning. (Individual contracts may be issued on a case-by-case basis for immediate removal to home school for future violations, etc...)

The student will also be notified of their point total once they lose the above point totals. If a student feels extenuating circumstances have affected their point balance they may appeal to the Appeals Committee.

Student recognition may be awarded to students who continue to maintain a zero-point balance.

### **SCHOOL COUNSELING**

School counseling programs are provided at Vantage Career Center in compliance with the regulations of the Ohio School Counseling Association and the Vantage Career Center School Board policy. The school counseling program is part of the comprehensive education provided to all students through activities that focus on teaching positive approaches to school and lifelong learning and the knowledge and skills for life and employment. It includes:

- Academic counseling, which helps students and their parents or guardians to acquire knowledge of the curriculum choices and testing and choose appropriate courses leading to graduation and a transition to college, career, and other educational opportunities.
- Career counseling, which helps students to acquire information and skills in order to plan for work, jobs, apprenticeships, and postsecondary educational and career opportunities.
- Personal or Social counseling, which helps students develop an understanding of themselves and of the rights and needs of others; learn to resolve conflicts; and set individual goals reflecting their interests, abilities, and aptitudes.

Personal or social counseling may be provided in large groups (e.g., all 12th graders) in which general issues of social development are addressed or in structured individual or small-group multisession counseling that focuses on the specific concerns of the participant(s). Parents or guardians shall receive written notification of short-term personal or social counseling of a small group nature. Parental or guardian consent is not required for short-term personal or social counseling and/or crisis intervention that is needed to maintain order, discipline, or a productive learning environment.

Parents may excuse their child from academic, career, or personal or social counseling at any time by completing an opt-out form, which can be obtained from student services. An opt-out request will remain in effect from the day it is received by the school throughout the student's career at Vantage Career Center unless the opt-out request is rescinded by the parents or guardians in writing. A parent or guardian who opts to have their child excused from academic or career counseling shall have sole responsibility to ensure that all academic and graduation requirements are fulfilled. Parents or guardians may review materials to be used in school counseling programs at their children's school by contacting the school counselor.

### **EARLY PLACEMENT QUALIFICATIONS & RULES**

To qualify for Early Placement, the student must meet the following qualifications:

- A or B in their lab for the Junior year and first half of Senior year
- No more than 5 points on our Point Intervention Program
- On track to graduate according to the Ohio Dept of Education standards
- WebXam passed for their program



- ~~The job must be in your career field~~
- ~~Senior year exceptions may apply (See Early Placement Coordinator)~~

~~\*\*Early Placement will normally start right after second semester of their senior year, however there are exceptions to the rule such as hardship cases, special job opportunities, etc.... These will have to be discussed with the Early Placement coordinator, Director, and program supervisor.~~

~~Early Placement can be worked out so that the student can work in the morning or in the afternoon. Schedules will be adjusted accordingly to accommodate the situation.~~

~~If a student qualifies and completes the paperwork to go on Early Placement, then the following rules must be followed:~~

- ~~The student must sign out or sign in at the front office when they leave or arrive~~
- ~~The student should turn in a timecard to their lab instructor on Monday morning of each week. The lab instructor may have other items for the student to track, such as what you were working on during the week, etc.~~
- ~~The student must work at least 12.5 hours during the week.~~
- ~~The student does not have to report to school on a two-hour delay schedule; however, the student must email their academic teachers to catch up on any work they may have missed.~~
- ~~If the student is absent from school, they are NOT allowed to report to work on that day.~~
- ~~If for any reason, (Senior interviews, final exams, etc) the teacher or lab instructor needs the student for a certain day, the student must work it out with their employer so that the student can report to school during that time.~~
- ~~Promote professional and favorable image both in and out of school while participating in the early placement program~~

### **Work-based Learning Opportunities (Early Placement, Job Shadowing, Apprenticeships, Internships, Etc.)**

Work-based learning opportunities are available to juniors and seniors. Students interested in these opportunities should visit with their lab instructor, program supervisor, or Student Operations Supervisor for more information. Opportunities are a privilege to participate in and are not guaranteed for every student. Work-based Learning Opportunities are earned by demonstrating good grades, attendance and behavior. Students who qualify for these opportunities must complete required paperwork before and during the work-based learning opportunities.

If a student qualifies the following rules must be followed:

- The student must sign out or sign in at the front office when they leave or arrive.
- The student needs to turn in a weekly documentation. The lab instructor may have other items for the student to track, such as what you were working on during the week, etc.
- If the student is absent from school, they are NOT allowed to report to work on that day.
- If for any reason, (Senior interviews, final exams, etc.) the teacher or lab instructor needs the student for a certain day, the student must work it out with their employer so that the student can report to school during that time.
- Promote professional and favorable image both in and out of school.

Any violation of these rules may result in removal from these opportunities and return to a full school schedule at Vantage Career Center.

~~Any violation of these rules may result in removal from the Early Placement program and return to a full school schedule at Vantage Career Center.~~

### **HONOR ROLL**

Vantage awards Honor Roll status to students for each nine-week grading period. Students who earn all A's in their scheduled Academic and Lab Courses will be placed on the **all A Honor Roll**. Students who earn A's and B's in their scheduled Academic and Lab Courses will be placed on the **A-B Honor Roll**. Students who earn all B's in their scheduled Academic and Lab Courses will be placed on the **all B Honor Roll**.

### **CHEATING/ACADEMIC DISHONESTY**

Presenting someone else's work as one's own in order to obtain a grade and/or credit is considered cheating. This includes, but is not limited to, copying other's assignments, notes, quiz and/or test answers, and plagiarism. Students who violate this policy may receive zero credit for assignments or work involved and may be referred for school discipline. Repeated violations may result in zeros being earned for the quarter, semester, or no credit being earned for the course.

### **PROGRESS REPORTS TO PARENTS**

Vantage instructors will complete a Progress Report at the interim of all four grading periods for all students to inform the parents of the work and progress made in their student's career-technical program. This notification outlines the performance of the student and indicates both strengths and areas of needed improvement. Progress Report information is available on-line through progress book. Please contact Student Services for more information.

### **NATIONAL TECHNICAL HONOR SOCIETY**

Seniors who are on track to meet all State-mandated testing requirements and who have maintained a 95% attendance rate and a ~~3.5~~ 3.75 GPA during their junior year are eligible to apply. Members are elected into the National Technical Honor Society by a Faculty Committee, which considers leadership abilities, technical skills, community/school service, and character traits.

National Technical Honor Society members are expected to maintain a ~~3.5~~ 3.75 Grade Point average and 95% attendance for each quarter throughout their 12th grade year at Vantage. Any student who falls below a ~~3.5~~ 3.75 GPA OR 95% attendance will be given written notice of probation (within two weeks from the conclusion of said quarter). If a student on official written probation with NTHS fails to regain the expected level of achievement (~~3.5~~ 3.75 GPA and 95% Attendance) during the quarter which they are on probation, he or she will forfeit their membership in NTHS.

### **ATHLETIC ELIGIBILITY**

Vantage students are encouraged and eligible to participate in the athletic programs at their associate schools. To remain eligible for competition, a student must meet academic requirements of his/her associate school and the Ohio High School Athletic Association. Associate schools will be notified if an athlete is failing a course at Vantage Career Center.

### **CHANGE OF ADDRESS/PHONE NUMBER/CUSTODY**

Should there be a change of address, phone number, or custody, it is the responsibility of the student or

parent/guardian to notify Student Services to make the appropriate changes.

### **STUDENT RECORDS**

Teachers, counselors and administrative staff keep student records. There are two basic kinds of records: directory information and confidential records.

Directory information can be given to any person or organization for non-profit-making purposes when **requested unless the parents of the student restrict the information, in writing, to the Director.**

#### **Directory Information Includes:**

Student's name, address, telephone number, date of birth, photograph, major field of study, honor roll, awards received, and participation in officially-recognized activities and sports; weight, height and other statistics related to the sport may be included for sports activities.

#### **Confidential Records Contain:**

Educational and behavioral information that has restricted access based on the Family Education Rights and Privacy Act (FERPA) and Ohio law. This information can only be released with the written consent of the parents, the adult student, or a surrogate to the parent. The only exceptions to this are to comply with state and federal laws that may require release without consent - - - for example, the Homeland Security & Solomon Acts.

Included in the confidential record may be test scores, psychological reports, behavioral data, disciplinary records, and communications with the family and outsider service providers. The school must have a parent's written consent to obtain records from an outside professional person or agency. Confidential information found in a student's record that originates from an outside agency may be released to the parent through the originator and parents should keep copies of such records for their home files. Parents may also provide the school with copies of records made by non-school professional agencies or individuals.

Information on former students also falls into directory and confidential information categories and will be made available on the same basis as enrolled students. Students and parents have the right to review all educational records generated by the school district, request amendment to these records, insert addenda to records, and obtain copies of such records. Copying costs may be charged to the requestor. If a review of records is wanted, please contact guidance counselors, in writing, and state which records are desired. The records will be collected and an appointment will be made with the appropriate persons present to answer any questions.

### **RELEASING INFORMATION TO MILITARY RECRUITERS**

According to Federal Statute and Ohio Revised Code, Vantage Career Center must provide the military with the contact information of its students. Parents have the right to "opt out" of the requirement to provide the military with student contact information. This can be done by requesting, in writing by September 1, that the Director refrain from issuing the contact information of an individual student to the military.

### **EMERGENCY MEDICAL AUTHORIZATION**

A complete Emergency Medical Authorization Form must be on file with the school in order for a student to participate in any activity off school grounds, including field trips, spectator trips and other extracurricular activities, and co-curricular activities. The Emergency Medical Authorization form is

provided at the time of enrollment or at the beginning of each school year. These forms must be filled out in a timely manner or students may not be able to participate during school activities.

### **HEALTH SERVICES**

A Health Clinic is located adjacent to the Student Services reception area. Students who are ill or have been injured and require medical attention shall be referred to the clinic or high school office. A student who becomes ill during the school day should check with his/her teacher before reporting to the clinic or high school office. Staff will notify the student's parents/guardian if the student is to be sent home. No student will be sent home without parent or emergency contact notification and approval. Students who are released during the school day for unplanned medical reasons should not report back to school until the following school day or later depending on their recovery progress. Some conditions may require a medical clearance to return.

### **MEDICATION POLICY**

We are a building of thirteen schools, who travel from many locations. A parent/guardian does not need to bring in the medications directly to the high school office, unless they feel this is necessary. The student can bring in the medication and will be asked to bring this to the high school office upon arrival, so it can be delivered to the school nurse. All medications will be kept in the school nurse's office and administered by the school nurse. New request forms must be submitted for each school year and as necessary for any change in medication orders. No student should be carrying medications except those students who are to carry prescribed inhalers, a prescribed insulin pump or students with severe allergies who are to carry Epi-pens. The school will dispense medication only when these guidelines have been followed.

### **PRESCRIPTION MEDICATIONS**

If possible, students should take medication before or after school hours. If there is a medication that needs taken at school, please notify the high school office or school nurse. Parents/guardians will need to have the Prescription Medication Sheet filled out and signed by the prescribed provider as well as the parent/guardian or have a medication sheet from the prescriber's office given to the school. A parent/guardian can obtain Prescription Medication Sheets from the school or found on the school website. Medications must come in original bottle or a bottle that has been prescribed for school. If this information cannot be provided to the school nurse, no medication will be administered to your child until the proper paperwork is filled out.

**\*\* Medical Marijuana is not considered a prescription drug and is not allowed on school property and/or before, during or after school events.**

### **OVER THE COUNTER MEDICATION POLICY**

At the beginning of the school year, paperwork will be filled out to allow the school nurse to administer certain medications provided by the school. Any over the counter medications that are brought in by the student must have a medication sheet attached and signed by parent/guardian. This sheet can be provided by the school or found on the school website and must be signed by the parent/guardian. Medication must come in original bottle and be labeled with student's first and last name. These types of medications cannot be provided in a plastic bag to the school. If a student brings the medication in this form, the medication will not be administered. The medication brought in the bag will be kept at the high school office and your child can pick this up and take it home at the end of the day. If your student requires more than the dose listed on the bottle, a prescription medication sheet must be filled out by a physician to prove reason why student needs more than said dose listed. If parent/guardian cannot provide a physician prescription, dose listed on bottle will be administered.

**\*\* Medical Marijuana is not considered a prescription drug and is not allowed on school property and/or before, during or after school events.**

### **END OF YEAR MEDICATION POLICY**

At the end of every school year, the school nurse will message all students who have medication in the clinic to have their medications picked up before the last day of school. If any medications are left at the school, the medication will be properly disposed.

## **BUILDING REGULATIONS**

### **DRESS AND GROOMING CODE**

The Administration, along with your instructors, will advise you concerning what dress and appearance standards are appropriate for particular career areas. Students will wear uniforms at all times, including to lab and academics each day, unless otherwise authorized. All students will dress in a professional manner, observing prevailing rules of modesty and decency while representing Vantage Career Center in a professional way. A student who violates the dress code may receive the consequence of not attending class, lab, lunch, etc. until the student is dressed in an acceptable manner. The student will be able to make up the missed class work. In addition, violators may be assigned detention, and repeat violators may face more serious disciplinary consequences as listed in the Student Code of Conduct.

The Guidelines for School Dress and Appearance throughout the day are as follows:

1. Clothing/uniforms should be appropriate for the workplace, provide coverage of the body without being a distraction to the educational purpose, and be neat, clean, and in good repair.
2. Hair should be neat, clean, (not block view of eyes) and, present a professional image. Special consideration may be necessary while working in or around hazardous areas and/or machinery.
3. Students must wear proper and safe footwear at all times. Safety considerations may apply to specific career areas. Flip-flops, wheeled shoes, sandals, house slippers, open-toed shoes, or the like are NOT allowed at any time.
4. Hats and/or headwear (caps, headscarves, bandannas, sweatbands, curlers, or the like) are not permitted normally.

The following are some but not all of the examples of inappropriate dress items during school hours:

- Tank-tops, halter-tops, spaghetti straps, see-through items, or anything that is not considered a long pant or pair of pants.
- Personal coats, sweaters, sweatshirts and jackets will be kept in school lockers during the school day. Approved Vantage jackets or vantage sweatshirts may be worn as part of the student's uniform. Special consideration may be given while working in labs, outdoor activities or during certain school events).
- Clothing items or patches that contain symbols, words or pictures that suggest violence, vulgar, offensive, obscene, and/or degrade others on the basis of race, color, religion, creed, national origin, gender, sexual orientation, or disability; promote alcohol, tobacco, or drug use; is torn or has holes; or otherwise inappropriate in a setting designed to model the workplace.
- Unnatural colored hair such as blue, purple, pink, green, or the like. Administrative staff may make exemptions for certain school activities. Students should seek explicit permission from area supervisors.

- Any item used to cover or conceal the student's uniform to include blankets, etc....
- All other items or matters deemed inappropriate by Administrative staff.

On special occasions, as determined by the Administration, students may be allowed to wear jeans and or t-shirts, etc... On these days, the following rules apply:

1. Plain color jeans must be full-length pants and in good repair (no holes, tears, frays, patches, etc.)
2. Home school and/or Vantage shirts
3. Students must wear proper footwear (Closed toe, normal tread).
4. Special rules may apply, if needed, when these days occur.

Book bags may be carried to and from school, however, book bags or other carry bags must be kept in the student's locker throughout the school day. Exceptions may be made by administrative staff for students with disabilities or other necessary reasons.

Our administrative team reserves the right to adjust and modify the student dress code as necessary during the school year. Reasonable notice of such modifications will be shared so students may adjust in a timely manner. In any case, the administrative team is responsible for regulating a professional, safe and healthy environment for all Vantage students.

#### **STUDENT DRIVING AND PARKING REGULATIONS**

Permission to drive a vehicle on Vantage Career Center school property is under the jurisdiction of Vantage Career Center Administration.

1. Students must register and obtain a student parking permit to be displayed on the rearview mirror of the vehicle students drive to school. The first permit is provided by Vantage CC however, any subsequent permits must be purchased in the school warehouse.
2. Parking is strictly limited to the student parking areas.
3. Students are not permitted to remain in their vehicle or loiter in the parking lot after school is opened in the morning.
4. School buses have the right-of-way and students shall not hinder their entrance and exit from school property.
5. All vehicles are expected to be operated at slow speeds and without distracting other persons by means of loud music, revving engine, or other distractive activities.
6. There will be no speeding, or any form of reckless driving, including burnouts, squealing tires, swerving, passing other vehicles, allowing others to ride on the exterior of their vehicles, and the like, on school grounds.
7. Driving to school is a privilege. All state traffic laws must be followed at all times to and from school activities and while on school property. Restrictions of driving privileges, towing and/or impounding of vehicles, and/or suspension from school may occur when violations of regulations occur.
8. Students who exercise the privilege of driving, riding, or parking a private vehicle on school property are subject to a search of that vehicle upon reasonable suspicion that the vehicle contains unlawful material or material that violates school regulations. Refusal to cooperate with such a search will result in denial of driving privileges, possible reports to law enforcement officials, and school discipline. Students are responsible for any property they transport onto school property or school events. Searches may include the assistance of canines trained to detect the presence of drugs or other contraband.
9. No student will go out to his or her vehicle for any reason during the school day without explicit permission from a supervisor. **or Dean of Students.** If a student will be working on or with their

vehicle in his/her Lab, the student must be approved to do so by the Lab Instructor and T&I program supervisor before the start of the school day.

### **FIELD TRIPS, OTHER EVENTS**

Students not in good standing with grades, attendance or discipline may limit their options to participate in certain school activities such as field trips, leadership opportunities, evening events and the like.

Upon notification from their associate school, students may be released from Vantage during the school day to participate with their associate school activity students are invited to attend. Students may have to provide their own transportation to and from the event

### **CAFETERIA, MEAL SERVICES, AND LUNCH PERIOD**

Each student will have an approximately twenty-five (25) minute lunch period. Each student is responsible to place disposable products in the containers provided in the Commons Area. Because classes are being conducted during the lunch period, all students will remain in the Commons Area or Media Center during the lunch period. Restrooms in the Commons Area may be used during the lunch period. Students are not permitted to leave school grounds or be in the parking area during the lunch period. Lunch is part of the educational program at Vantage. The school participates in the National School Lunch Program and makes lunches available to students for a minimal fee. All meals are planned and prepared according to good health standards. Students will also be allowed to pack their lunch. Students may not "order out" or have food delivered. Packed lunches shall be eaten in the Commons Area, but students may store packed lunches in their lockers. Each student is assigned to one lunch period. All students are expected to eat in the Commons Area.

### **BUS TRANSPORTATION TO SCHOOL**

The student's associate school district provides bus transportation for all students from that school district. Please contact the associate school for information.

### **STUDENT FEES AND FINES**

In accordance with State law, the school charges specific fees for activities and materials used in the course of instruction. This fee covers a share of the educational supply cost in the classrooms and laboratories. Fees are due in one payment at the beginning of the school year or when the student enrolls in school. Charges may also be imposed for loss, damage, or destruction of school apparatus, equipment, library materials, and textbooks and for damage to school buildings or property. Students using school property and equipment can be fined for excessive wear and abuse of the property and equipment.

Failure to pay fines, fees, or charges may result in the withholding of grades and credits. Fees may be paid by cash, check, VISA, MasterCard, or Discover Card.

### **FIRE, TORNADO, AND SAFETY DRILLS**

Vantage Career Center complies with all laws regarding fire safety, inclement weather, and the like and will conduct drills in accordance with state law. Vantage Career Center conducts tornado drills during the tornado season following procedures prescribed by the State of Ohio. The alarm system for tornadoes consists of notification from the Director. Teachers will provide specific instructions on how to proceed in the case of fire or tornado and will oversee the safe, prompt, and orderly evacuation of the building in such cases. Safety drills also will be conducted as needed each school year. These safety drills can include a terrorist threat, a person in possession of a deadly weapon on school property, or other dangerous acts of violence.

Teachers and administrative staff will provide specific instruction on the appropriate procedures to follow in situations where students must be secured in their classroom or the school building or be evacuated. Administrative staff work closely with public safety personnel in an attempt to keep directives current and as safe as possible for staff, students, and visitors.

### **ASSOCIATE SCHOOL ANNOUNCEMENTS and ACTIVITIES**

To keep Vantage students informed of activities at their associate schools, the associate school principals send messages that are read during morning announcements and posted to the website. Vantage also has direct links to associate school announcement pages on our website. Items for morning announcements should be given to the receptionist at the Student Services office prior to 8:15 AM. Anyone wishing to learn of activities or events that are taking place at their Associate School should contact Student Services or their Associate School.

### **VISITORS – SAFETY AND SECURITY**

Vantage Career Center welcomes adult visitors and parents, but asks that they do the following:

1. All visitors to Vantage Career Center MUST check in at the front office immediately upon entering the building. This includes alumni returning for a visit. Alumni visits are restricted to before and after school hours. Alumni may meet with former teachers during their conference periods provided arrangements have been made ahead of time.
2. At this time, the visitor will be issued a building pass they are required to wear while in the building.
3. Staff and students are expected to question people in the building whom they do not recognize and who are not wearing a building pass, and to question people who are “hanging out” around the building before and after school hours.
4. No visitor may enter a room while a class is in session.
5. Permission will not be granted to have a visitor come to school during lunch or to attend classes with you.
6. Parents are welcome to visit Vantage Career Center at any time but are asked to check in at the office in order that proper arrangements are made to insure a quality visit.
7. Prospective students who wish to visit Vantage Career Center must arrange through the Student Services Department.
8. Vantage locks as many unneeded outside doors as possible during the school day.
9. Portions of the building that will not be needed after the regular school days may be closed off.

### **SEARCH AND SEIZURE**

The following rules shall apply to the search of school property assigned to a specific student and the seizure of items in his/her possession. Administrators may search a student or his or her property (including vehicles, purses, backpacks, etc.) with or without the student’s consent, whenever they reasonably suspect that a search will lead to the discovery of evidence of a violation of law or of school rules. The extent of the search will be governed by the seriousness of the alleged infraction and the student’s age. General housekeeping inspection of school property may be conducted with reasonable notice. Student lockers are the property of the school, and students have no reasonable expectation of privacy in their contents or in the contents of any other school property including desks or other containers. School authorities may conduct random searches of the lockers and their contents at any time without announcement, including unannounced and random canine searches. **To maintain the health and safety of students, building administrators and their designees are permitted to use hand held metal detector devices when conducting a search of any student, locker, vehicle or student**



property and any additional items deemed necessary.

Additionally, students have NO reasonable expectation of privacy in their actions in public areas including, but not limited to, common areas, hallways, cafeteria, and classrooms or parking areas. The school may use video cameras in such areas and on all school vehicles transporting students to and from regular and extracurricular activities. Anything that is found in the course of a search may be used as evidence of a violation of school rules or the law, and may be taken and held, or turned over to the police. The school reserves the right not to return items that have been confiscated.

Before students are questioned by law enforcement as witnesses or suspects in an alleged criminal violation, a building administrator will attempt to contact a parent and a staff member will remain in the room during questioning.

If a student is questioned as the subject of alleged child abuse or neglect, a building administrator will attempt to contact a parent prior to questioning, and he or she (or a designated guidance counselor) will remain in the room during questioning. If the agency investigating the alleged child abuse or neglect suspects the parent is the perpetrator, neither parent will be contacted prior to questioning, but the building administrator (or a designated guidance counselor) will remain in the room during questioning. If law enforcement or children's services agency removes a student from school, the building administrator will notify a parent.

1. General searches of school property may be conducted at any time by school authorities who may be assisted by law enforcement authorities.
2. Lockers belong to the school and they and their contents may be searched at any time.
3. A student and his/her personal belongings on school grounds or at any school activity may be searched when it is reasonably necessary for the maintenance of order, discipline, and safety.
4. School authorities will only conduct a search of a student or personal belongings when they have reasonable suspicion
5. Illegal items (firearms, weapons, smoke bombs, etc.) or other possessions reasonably determined to be a threat to the safety or security of others shall be seized by school authorities and the student and parents involved shall be notified.
6. Items that disrupt or interfere with the educational process will be removed from the student's possession.
7. A student's automobile on school property may be searched. A reasonable attempt will be made to contact the student or parent/guardian prior to the search. Vantage Career Center is not responsible for the safety of personal property or vehicles brought onto school property.
8. Random searches of lockers and automobiles may include the assistance of dogs trained to detect the presence of drugs or other substances.

### **SURVEILLANCE CAMERAS**

For students' safety and welfare, video surveillance cameras are placed throughout the building and school grounds. A recording may be used as evidence by the Administration or by law enforcement in any situation involving violation of any rule, regulation, policy, or law. The surveillance cameras are only meant to be viewed by Vantage Career Center Administration. Surveillance cameras are not under constant monitoring by Administration. Any attempt to damage or interfere with the function of these devices will result in disciplinary action by the school and possible referral to local law enforcement agencies.

## **STUDENT INSURANCE**

Vantage Career Center strongly encourages every student to be properly insured. Students have the option of enrolling in a medical insurance program through their associate school or enrolling through their family plans. Vantage Career Center is not responsible for payment of doctor or hospital bills resulting from an accident and/or illness to a student at Vantage Career Center.

## **STUDENTS WITH DISABILITIES**

The Americans with Disabilities Act (A.D.A.) and Section 504 of the Rehabilitation Act (Section 504) prohibit discrimination against any persons with a disability in any program receiving Federal financial assistance. This protection applies not just to the students, but also to all individuals who have access to the district's programs and facilities.

The laws define a person with a disability as anyone who:

1. Has a mental or physical impairment that substantially limits one or more major life activities;
2. Has a record of such an impairment; or
3. Is regarded as having such impairment.

The Board designates the following individuals to serve as the District's 504 Compliance Officers/ADA Coordinators:

Adult Education Director  
419-238-5411  
818 N. Franklin Street  
Van Wert, OH 45891

Instructional Supervisor  
419-238-5411  
818 N. Franklin Street  
Van Wert, OH 45891

The Vantage Career Center School District has specific responsibilities, in accordance with State and Federal mandates; the district will provide appropriate services to students with disabilities. Vantage Career Center works in collaboration with the student's home school district personnel to assure students are placed in correct academic courses according to the Least Restrictive Environment. Students are entitled to a free appropriate public education (F.A.P.E.). A student can access special education and related services through the proper evaluation procedures. Parent involvement in this procedure is important and required by Federal (IDEA, A.D.A Section 504) and State law.

Contact our high school director at 419-238-5411 to inquire about evaluation procedures, programs, and services.

## **STUDENTS IN PHOTOGRAPHS AND/OR VIDEO**

There shall be No Recording of any type on School Grounds without the knowledge of those being recorded. However, throughout the course of the school year, students could be photographed in individual or class activities for newspaper articles, social media, brochures, DVDs, and any and all

Vantage related websites.

By reading and signing the Vantage Career Center handbook agreement, parents/guardians are giving permission for Vantage Career Center to use the image of their student (still or video), materials owned by them, and recording of their voice in connection with school or school-related activities; and to put the finished pictures and recordings to any legitimate use without limitation, reservation, or compensation.

### **ASBESTOS MANAGEMENT**

In 1986, Congress passed the Asbestos Hazard Emergency Response Act. Our school asbestos management has included asbestos material (s) be removed and was last completed during the 2012/2013 school year. Vantage will continue to manage our building in a manner safe for students and staff.

### **SUMMARY STATEMENT**

It is our intent to maintain Vantage Career Center as a safe, positive learning environment for our students, staff and community members. All or any part(s) of this policy is subject to change, clarification or enforcement approval, if determined necessary by our administrative staff.

DRAFT

April 3, 2024

Mr. Turner,

After having a recent conversation with Mrs. Mooney, I am requesting my retirement date from Vantage be amended to designate July 31, 2024 rather than the "conclusion of current limited contract" in my first letter approved by our school board. This will allow transitioning to STRS insurance Aug 1, 2024.

Thank you,

Darrell Miller



Nicole Ricker <ricker.n@vantagecareercenter.com>

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**Re: William May**

1 message

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**B May** <blaisemay1992@gmail.com>  
To: Nicole Ricker <ricker.n@vantagecareercenter.com>

Tue, Apr 23, 2024 at 6:04 PM

On behalf of William May Jr i am sending in his resignation of employment to be effective starting April 30th 2024.

Power of Attorney  
Blaise May

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On Tue, Apr 23, 2024 at 5:51 PM Nicole Ricker <ricker.n@vantagecareercenter.com> wrote:

Hi Blaise-

If you can send it to my email address, I will get it to our assistant treasurer who handles payroll/ benefits. Thank you so much!

Pearce Dietrich  
Vantage Career Center  
330 N. Main Street  
Fort Jennings, Ohio 45844

Vantage Career Center School Board,

Please accept this letter as formal notification of my intention to resign from my position as Intervention Specialist with Vantage Career Center at the conclusion of my limited 2023-2024 teaching contract, pending the approval of a new contract as a Social Studies Instructor for the 2024-2025 school year.

I would like to thank you for the opportunity to have worked in the position of Intervention Specialist for the 2023-24 school year. I have learned a great deal during my time here and have enjoyed collaborating with my colleagues.

During the final weeks of the school year, I will do what I can to make the transition as smooth as possible and will support in whatever way I can to hand over my duties to colleagues or my replacement. Please let me know if there is anything further I can do to assist in this process.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pearce Dietrich', written over a horizontal line.

Pearce Dietrich



818 N. FRANKLIN ST.  
VAN WERT, OHIO 45891  
PHONE: (419) 238-5411  
FAX: (419) 238-4058  
[www.vantagecareercenter.com](http://www.vantagecareercenter.com)

**VANTAGE CAREER CENTER BOARD OF EDUCATION  
RESOLUTION TO NONRENEW CLASSIFIED EMPLOYEE**

May 2, 2024

WHEREAS, the Board of Education has employed Kaelyn Miller as a secretary;

WHEREAS, Ms. Miller's employment contract ends on June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED by the Vantage Career Center Board of Education that the Board does not intend to reemploy Kaelyn Miller as a secretary at the expiration of her contract.

BE IT FURTHER RESOLVED that the Treasurer, on behalf of the Board of Education, shall give Kaelyn Miller written notice of this intent not to reemploy her.

April 30, 2024

Dear Mr. Turner and the Board of Education,

Please accept this letter as a formal notification of my resignation from my current position as a Mathematics Instructor at the conclusion of the 2023-2024 school year, pending the approval of a new contract as a School Counselor for the 2024-2025 school year.

It has been a pleasure to work at Vantage Career Center, and I look forward to serving our students and school community in this new capacity.

Sincerely,

A handwritten signature in cursive script that reads "Audrey Stechschnitte". The signature is written in black ink and is positioned above the printed name.

Audrey Stechschnitte




**AIA<sup>®</sup> Document A101<sup>®</sup> – 2017**
***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

**AGREEMENT** made as of the Twenty-ninth day of March in the year Two Thousand Twenty-four  
(*In words, indicate day, month and year.*)

**BETWEEN** the Owner:  
(*Name, legal status, address and other information*)

Vantage Career Center  
818 N. Franklin Street  
Van Wert, Ohio 45891

and the Contractor:  
(*Name, legal status, address and other information*)

Brooks Construction Co., Inc.  
6525 Ardmore Avenue  
Fort Wayne, IN 46809

for the following Project:  
(*Name, location and detailed description*)

Vantage Career Center Asphalt Repair  
818 North Franklin Street  
Van Wert, Ohio 45891

The Architect:  
(*Name, legal status, address and other information*)

Garmann/Miller & Associates, Inc.  
38 S. Lincoln Drive, P.O. Box 71  
Minster, Ohio 45865

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*
- June 3, 2024

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

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/

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: August 1, 2024

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

**Portion of Work**

**Substantial Completion Date**

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Two Hundred Thousand Seven Hundred Twenty-eight Dollars and Zero Cents (\$ 200,728.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

**Item**

**Price**

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

**Item**

**Price**

**Conditions for Acceptance**

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

**Item**

**Price**

General Contract A Contingency Allowance \$20,000.00

§ 4.4 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

**Item**

**Units and Limitations**

**Price per Unit (\$0.00)**

Mill and Fill and Tack Coat Square Feet \$1.20

§ 4.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

Upon Failure to have all work substantially completed within the time period stated, or failure to have the applicable portion of the work substantially complete upon any milestone date, the Owner shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

Contract Amount	Dollars per Day
less than \$50,000.00	\$150.00
More than \$50,000.00 to \$150,000.00	\$250.00
More than \$150,000.00 to \$500,000.00	\$500.00
More than \$500,000.00 to \$2,000,000.00	\$1,000.00
More than \$2,000,000.00 to \$5,000,000.00	\$1,500.00
More than \$5,000,000.00	\$2,000.00

The amount of Liquidated Damages is agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Owner would sustain.

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the first day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

Init.

- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Labor Payments - Partial payments for labor performed under lump sum contract shall be made at the rate of 92 percent of the amount invoiced through the Application for Payment which shows the total contract completion at 50 percent or greater. After the contract is 50 percent complete, as evidenced by payments in the amount at least 50 percent of the labor contract price to the contractor, no additional funds will be retained.

Material Payments - Partial payments for materials delivered on the site, or other point in the vicinity of the Project, or otherwise stored, as approved by the Architect, under lump sum contract shall be made at the rate of 92 percent of the amount invoiced. Payment for material incorporated into the project shall be made at the rate of 100 percent of the scheduled value. The balance such invoiced cost shall be paid when such material is incorporated into and becomes part of the Project.

All funds retained shall be deposited in an escrow account with a bank in the state in accordance with the term as, and conditions provided in an escrow agreement executed by the contractor, the Owner and the applicable bank.

When the project is complete and there exists no other reason to withhold retainage, the retained percentages held in connection with such portions shall, upon request of the contractor, be released from escrow and paid to the contractor, withholding that amount necessary to assure completion. The amount of fund retained to assure completion of the work shall not be less than two (2) times the value of the work as determined by the Architect and Owner.

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

%

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:  
*(Name, address, email address, and other information)*

Rick Turner, Superintendent  
Vantage Career Center  
818 N. Franklin Street  
Van Wert, Ohio 45891

§ 8.3 The Contractor’s representative:  
*(Name, address, email address, and other information)*

Cynthia Riebersal, Chief Financial Officer  
Brooks Construction Co., Inc.  
6525 Ardmore Avenue  
Fort Wayne, IN 46809

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

Init.

/

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction

.3 Drawings

Title	Date
TABLE OF CONTENTS for Vantage Career Center Summer Asphalt Work	02/08/2024

.4 Specifications

Title	Date
Bid Documents Project Manual For Vantage Career Center Summer Asphalt Work	02/08/2024

.5 Addenda, if any:

Number	Date	Pages
One	02/23/2024	11

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.7 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

Init.



This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

Rick Turner, Superintendent  
(Printed name and title)

  
\_\_\_\_\_  
**CONTRACTOR** (Signature)

Cynthia Riebersal, Chief Financial Officer  
(Printed name and title)

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:15:28 ET on 03/29/2024 under Order No.4104250044 which expires on 02/07/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [docinfo@aiaccontracts.com](mailto:docinfo@aiaccontracts.com).

User Notes:

(925592394)

CHUBB

Surety O + 908.903.3485  
202B Halls Mill Road, PO Box 1650 F + 908.903.3656  
Whitehouse Station, NJ 08889-1650

**Federal Insurance Company**

**AIA Document A312™ - 2010 Performance Bond**

Bond No. K41764132

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR**

(Name, legal status and address):  
Brooks Construction Company, Inc.  
P. O. Box 9560  
Fort Wayne, IN 46899  
OWNER

**SURETY (Name and Principal Place of Business):**

**Federal Insurance Company**  
202B Halls Mill Road  
Whitehouse Station, NJ 08889

(Name, legal status and address):

Vantage Career Center  
818 North Franklin Street  
Van Wert, OH 45891

**CONSTRUCTION CONTRACT**

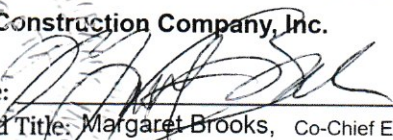
Date: April 3, 2024  
Amount: \$200,728.00 Two Hundred Thousand Seven Hundred Twenty Eight Dollars and 00/100  
Description (Name and Location): Vantage Career Center Asphalt Repair

**BOND**

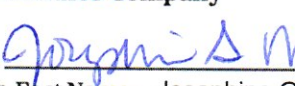
Date (Not earlier than Construction Contract Date): April 3, 2024  
Amount: \$200,728.00 Two Hundred Thousand Seven Hundred Twenty Eight Dollars and 00/100  
Modifications to this Bond:

None  See Page 4

**CONTRACTORS AS PRINCIPAL**

Company: (Corporate Seal)  
**Brooks Construction Company, Inc.**  
Signature:   
Name and Title: Margaret Brooks, Co-Chief Executive Officer

**SURETY**

Company: (Corporate Seal)  
**Federal Insurance Company**  
Signature:   
Attorney-in-Fact Name: Josephine G. Mack



Signed and Sealed this 3rd day of April, 2024  
(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, Address and Telephone)

AGENT or BROKER:  
AssuredPartners of Indiana, LLC  
10 E. Main Street, Suite 400  
Carmel, IN 46032  
317-844-7759

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

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1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
  - 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
  - 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators successors and assigns.
10. The surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. **DEFINITIONS**
  - 14.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3 **Contractor Default:** Failure of the Contractor, which has not been remedied nor waived, to perform or otherwise to comply with the term of the Construction Contract.
  - 14.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

None

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_  
(Corporate Seal)

SURETY

Company: \_\_\_\_\_  
(Corporate Seal)

**Federal Insurance Company**

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

Name and Title:

Address:

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

Name and Title:

Address:

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**Power of Attorney**

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Josephine G. McKinley**

Surety Bond No. K41764132  
Obligee: Vantage Career Center

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 5<sup>th</sup> day of April, 2023.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon ss.

On this 5<sup>th</sup> day of April, 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027

*Albert Contursi*  
Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this April 3, 2024



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Federal Insurance Company

AIA Document A312™ - 2010 Payment Bond

Bond No. K41764132

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR

(Name, legal status and address):

Brooks Construction Company, Inc.

P. O. Box 9560

Fort Wayne, IN 46899

OWNER

(Name, legal status and address):

Vantage Career Center

818 North Franklin Street

Van Wert, OH 45891

CONSTRUCTION CONTRACT

Date: April 3, 2024

Amount: \$200,728.00 Two Hundred Thousand Seven Hundred Twenty Eight Dollars and 00/100

Description (Name and Location): Vantage Career Center Asphalt Repair

SURETY

(Name, legal status and principal place of business):

Federal Insurance Company

202B Halls Mill Road

Whitehouse Station, NJ 08889

BOND

Date (Not earlier than Construction Contract

Date): April 3, 2024

Amount: \$200,728.00 Two Hundred Thousand Seven Hundred Twenty Eight Dollars and 00/100

Modifications to this Bond:

None

See Page 4

CONTRACTORS AS PRINCIPAL

Company:

(Corporate Seal)

Brooks Construction Company, Inc.

Signature:

Name and Title: Margaret Brooks, Co-Chief Executive Officer

SURETY

Company:

(Corporate Seal)

Federal Insurance Company

Signature:

Attorney-in-Fact Name: Josephine G.

Signed and Sealed this 3rd day of April, 2024

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, Address and Telephone)

AGENT or BROKER:

AssuredPartners of Indiana, LLC

10 E. Main Street, Suite 400

Carmel, IN 46032

317-844-7759

OWNER'S REPRESENTATIVE (Architect, Engineer or other party)

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms to the language used in AIA Document A312™ - 2010.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants, who do not have a direct contract with the Contractor,
    - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - .2 have sent a Claim to the Surety (at the address described in Section 13).
  - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
6. If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
7. When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
- 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16. DEFINITIONS

**16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and,
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**16.2 Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas power, light, heat, oil gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor

and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**16.3 Construction Contract:** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**16.4 Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**17.** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**18. MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

**18.1** "Claim notices for FEDERAL INSURANCE COMPANY must be sent to the following address: Chubb, PO Box 2191, Chesapeake, Virginia 23327, Attention: Surety Support Team."

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

*(Corporate Seal)*

SURETY

Company:

*(Corporate Seal)*

**Federal Insurance Company**

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

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

Name and Title:

Name and Title:

Address:

Address:

---

*Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms to the language used in AIA Document A312™ - 2010.*

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Josephine G. McKinley

Surety Bond No. K41764132
Obligee: Vantage Career Center

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 5th day of April, 2023.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

On this 5th day of April, 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this April 3, 2024



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

## Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

### Certificate of Compliance



Issued 03/14/2024

Effective 04/02/2024

Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### FEDERAL INSURANCE COMPANY

of Indiana is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

##### Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Fire

Glass

Group Accident & Health

Inland Marine

Multiple Peril - Commercial

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

FEDERAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$18,748,987,188, liabilities in the amount of \$14,471,130,473, and surplus of at least \$4,277,856,715.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Judith L. French in black ink.

Judith French, Director



**FEDERAL INSURANCE COMPANY**  
**STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS**

Statutory Basis  
 December 31, 2023  
 (in thousands)


<u>ASSETS</u>		<u>LIABILITIES AND SURPLUS TO POLICYHOLDERS</u>	
Cash, Cash Equivalents, and ST Investments	\$ 258,260	Outstanding Losses and Loss Expenses	\$ 9,827,827
United States Government, State and Municipal Bonds	3,248,130	Reinsurance Payable on Losses and Expenses	1,716,382
Other Bonds	7,765,968	Unearned Premiums	2,899,835
Stocks	283,737	Ceded Reinsurance Premiums Payable	344,549
Other Invested Assets	<u>1,763,264</u>	Other Liabilities	<u>516,090</u>
<b>TOTAL INVESTMENTS</b>	<b><u>13,319,359</u></b>	<b>TOTAL LIABILITIES</b>	<b><u>15,304,683</u></b>
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	433,797	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	380,848	Unassigned Funds	<u>2,079,218</u>
Chubb Indemnity Ins. Co.	186,514	<b>SURPLUS TO POLICYHOLDERS</b>	<b><u>4,811,672</u></b>
Chubb National Ins. Co.	199,440		
Other Affiliates	117,568		
Premiums Receivable	2,262,901		
Other Assets	<u>3,215,928</u>		
<b>TOTAL ADMITTED ASSETS</b>	<b><u>\$ 20,116,355</u></b>	<b>TOTAL LIABILITIES AND SURPLUS</b>	<b><u>\$20,116,355</u></b>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2023, investments with a carrying value of \$565,024,973 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA  
 COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31st day of December, 2023.

Sworn before me this March 14, 2024

  
 Senior Vice President

  
 Notary Public

August 8, 2027  
 My commission expires

Commonwealth of Pennsylvania - Notary Seal  
 Diane Wright, Notary Public  
 Philadelphia County  
 My commission expires August 8, 2027  
 Commission number 1235745  
 Member, Pennsylvania Association of Notaries



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners of Indiana LLC 10401 N Meridian St, Ste 300 Indianapolis IN 46290	<b>CONTACT NAME:</b> Libby Sykes	
	<b>PHONE (A/C No. Ext):</b> 317-595-7369	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> libby.sykes@assuredpartners.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Phoenix Insurance Company		25623
<b>INSURER B:</b> Travelers Property Casualty Co America		25674
<b>INSURER C:</b> Farmington Casualty Company		41483
<b>INSURER D:</b> Cincinnati Insurance Company		10677
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** BROOKCONS2  
 Brooks Construction Company, Inc.  
 P.O. Box 9560  
 Fort Wayne IN 46899-9560

**COVERAGES**

CERTIFICATE NUMBER: 622481981

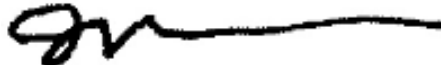
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DTCO8R706426PHX24	1/31/2024	1/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8108R7059402426G	1/31/2024	1/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP8R8723482426	1/31/2024	1/31/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB8R7485582426G	1/31/2024	1/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	EXCESS LIABILITY			EXS0566638	1/31/2024	1/31/2025	OCC/AGG 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Vantage Career Center And Any Other Contractually Required Entities Are Additional Insureds On A Primary Non-Contributory Basis For General Liability (Including Ongoing And Completed Operations) And Auto Liability; Waiver Of Subrogation Applies In Favor Of The A Forenamed Additional Insureds For General Liability, Auto Liability And Workers Compensation Policies; But Only Where Required By Written Contract, And Where Allowable By Law. Umbrella To Follow Form.

**CERTIFICATE HOLDER****CANCELLATION**

Vantage Career Center 818 N Franklin Street OH Van Wert OH 45891	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS  
IF REQUIRED BY WRITTEN CONTRACT  
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.



## COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities.
  - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or

## COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**C. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

**b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

**(a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

**(b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

**a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

**b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured**.

**D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

**a.** "Bodily injury" or "property damage" that occurs; or

**b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**E. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

**c.** Any easement or license agreement;

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

##### **1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

##### **2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
  - b. The airbags are not covered under any warranty; and
  - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.





ONE TOWER SQUARE  
HARTFORD CT 06183

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER : UB-8R748558-24-26-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.



**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

### **Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
01383550

Period Specified Below  
07/01/2023 to 07/01/2024

BROOKS CONSTRUCTION COMPANY INC  
PO BOX 9560  
FORT WAYNE IN 46899-9560



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

### **Ohio Bureau of Workers' Compensation**

#### **Required Posting**

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'  
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

Book	Policy Manual
Section	Policies for Board Approval 42-2
Title	Copy of EMPLOYMENT OF THE TREASURER
Code	po1310
Status	
Adopted	July 5, 2001
Last Revised	December 5, 2019

### 1310 - EMPLOYMENT OF THE TREASURER

The Board of Education shall seek a person both capable and licensed to fill the position of Treasurer, whenever that position may be vacant. The Board shall appoint a Treasurer as chief fiscal officer and fix ~~the~~his/her salary and term of office which shall be not more than five (5) years.

All persons considered for the position of Treasurer shall provide evidence of their training and experience in the fields of government accounting, State and Federal laws related to school district budgeting and financing, financial report preparation, and budget and accounting management as required by statute and the standards of the State Board of Education.

The Board may, in recruiting a Treasurer, utilize the services of:

- A. a committee of Board members;
- B. a professional consultant;
- C. the retiring Treasurer;
- D. a committee of community lay persons.

To aid in the search, the Board may use:

- A. a written job description for the position;
- B. informative materials describing the School District;
- C. a written specification of the salary and benefits;
- D. the opportunity for each applicant to visit the District should s/he so desire.

Any candidate's intentional misstatement of fact material to ~~their~~his/her qualifications for employment or the determination of ~~their~~his/her salary shall be considered to constitute grounds for dismissal.

~~The Treasurer so appointed shall reside within the Vantage Career Center School District.~~

No person may be employed as Treasurer of this District unless ~~s/he has~~they have signed an employment contract with the Board.

Such contract shall include:

- A. the term for which employment is contracted, including beginning and ending dates;
- B. the salary which the Treasurer shall be paid and the intervals at which ~~they~~s/he shall be paid;

C. the benefits to which the Treasurers/he is entitled;

D. a specification of any powers and duties assigned by the Board to the Treasurer pursuant to R.C. 3319.031;

E. such other matters as may be necessary to a full and complete understanding of the employment contract.

The Treasurer shall be responsible for the financial affairs of the District.

The Treasurer shall report to and is subject to the direction of the Board.

The Treasurer shall direct and assign employees directly engaged in the day-to-day fiscal operations of the District, as those employees are so designated by the Board.

Before entering upon the duties of the office, the Treasurer of the Board shall execute a bond, in an amount and with surety to be approved by the Board, payable to the State, and conditioned for the faithful performance of all official duties required of the Treasurer. Such bond shall be deposited with the President of the Board, and a copy thereof, certified by the Treasurer, shall be filed with the County Auditor.

In lieu of executing a surety bond, the Board may authorize the Treasurer to be covered by an insurance policy issued by a Board-approved and accredited insurance carrier or joint self-insurance pool. The policy must cover the Board from losses caused by the fraudulent or dishonest actions of, and the failure to perform a duty prescribed by law of the Treasurer or other employee. Coverage must be equal to or greater than the amount required by the Board for a surety bond. The Treasurer shall deposit with the President of the Board a certified copy of documentation from the insurance provider that evidence proof of coverage before the employee is considered qualified for the position or undertakes official duties.

Prior to employment, the candidate selected must also pass a background check performed by the Bureau of Criminal Identification and Investigation and/or the Federal Bureau of Investigation.

Revised 6/28/07

Revised 3/7/13

Revised 1/15/14

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Legal

R.C. 3.061, 3.30, 2909.34, 3301.074, 3313.22, 3313.24, 3313.25, 3319.031

A.C. 3301-5-01

Book	Policy Manual
Section	Policies for Board Approval 42-2
Title	Copy of STUDENT ASSESSMENT AND ACADEMIC INTERVENTION SERVICES
Code	po2623
Status	
Adopted	July 5, 2001
Last Revised	June 29, 2017

### **2623 - STUDENT ASSESSMENT AND ACADEMIC INTERVENTION SERVICES**

The Governing Board shall assess student achievement and needs in all program areas in compliance with State law and the rules adopted by the State Board of Education. The purpose of such assessments will be to determine the progress of students and to assist them in attaining student performance objectives and the educational achievement goals of this Center.

The Board shall administer the State-mandated tests (e.g., diagnostic assessments and achievement tests) to students at the times designated by the State Board of Education. The Board may, for medical reasons or other good cause, excuse a student from taking a State-mandated, test on the date scheduled, but any such test shall be administered to such excused student not later than nine (9) days following the scheduled date. The Board shall annually report, not later than June 30th, the number of students who have not taken one or more of the State-mandated, tests to the State Board of Education.

The District shall require that all appropriate staff have knowledge of the prescribed standards of ethical assessment practice and shall monitor the assessment practices for compliance with these standards. These duties shall include:

- A. communicating standards of ethical assessment practice;
- B. communicating security procedures for assessment;
- C. establishing procedures for reviewing assessment materials and procedures and assessment preparation materials and procedures;
- D. establishing channels of communication that allow teachers, other educators, students, parents, and other members of the community to voice concerns about assessment practices;
- E. establishing written procedures for investigating complaints, allegations, and/or concerns about assessment practices, protecting the rights of an individual, the integrity of an assessment, and the results of an assessment.

The Board shall provide academic intervention services in pertinent subject areas to students who score below the proficient level in reading, writing, mathematics, social studies, or science achievement test, or who do not demonstrate academic performance at their grade level based on the results of a diagnostic assessment.

At least annually, staff members will assess the academic achievement and learning needs of each student. Procedures for such assessments may include, but need not be limited to, teacher observation techniques, cumulative student records, student performance data collected through standard testing programs, and physical examinations.

The Superintendent shall develop a program of testing that includes:

- A. administration of State-mandated, tests (e.g., diagnostic assessment and achievement tests), at no cost to students, in accordance with the provisions of A.C. 3301-13-02;
- B. performance-based tests at appropriate grade levels to measure achievement of performance objectives in composition, mathematics, science, social studies, and reading;

C. District or teacher-made achievement or performance tests;

D. norm referenced achievement tests.

"Achievement test" means "a test, aligned with the Ohio academic content standards and model curriculum, designed to measure a student's level of knowledge or skill in a specific subject area that is expected at the end of a designated grade and/or is required as part of the Ohio graduation requirement."

"Alternate assessment" means "the use of an assessment instrument, other than the Ohio achievement tests or diagnostic assessments, that meets the requirements of all applicable Federal and State laws and A.C. 3301-13-03."

"End-of-course exams or Ohio graduation tests" means "the college and work ready assessments selected by the Department of Education and Workforce and the Chancellor of Higher Education that are achievement tests, aligned with academic content standards and model curriculum and curriculum, designed to measure a student's level of academic achievement expected at the end of the tenth grade in writing, reading, mathematics, social studies, and science."

"Performance standards" means "a score adopted by the State Board of Education indicative of a particular level of academic achievement at a designated grade for each achievement test or alternate assessment."

"State-mandated assessments or Statewide tests" means "an achievement assessment prescribed under section 3301.0710 of the Revised Code or an end-of-course examination under section 3301.0712 of the Revised Code any assessment that is provided by the Ohio Department of Education (ODE) for use in all participating schools in the State."

The Superintendent shall develop:

A. by June 30 each year, parents are provided with the score of any State-mandated assessment or test administered to their student;

Results will be sent via mail or email or, alternatively, will be posted to a secure portal that families can access on the District's or school's website. R.C. 3313.6029

B. procedures for the regular collection of student performance data;

C. a plan for the design of classroom-based intervention services to meet the instructional needs of individual students as determined by the results of diagnostic assessments; and

D. procedures for using student performance data to evaluate the effectiveness of intervention services and, if necessary, to modify such services.

For any student who failed to demonstrate at least a score at the proficient level on an achievement test during the preceding school year, the Board shall provide appropriate intervention services commensurate with the student's test performance in each such test area, including intensive prevention, intervention, or remediation required under R.C. 3301.0711, 3301.0715, 3313.608, or R.C. 3313.6012.

The Board shall keep records for each student including the following:

A. a unique State student identification code or a student data verification code as required in accordance with R.C. 3301.07.14(D)(2)

B. a list or designation of which tests are required and which are not required

C. a list or designation of which test, required or not required, are taken and which are not taken at each test administration period

D. score for each test taken, required or not

E. whether each student attained the requisite performance standard designated for each required test

F. what if any tests must still be taken

G. whether or not intervention must be provided

H. for each test required for graduation, the date passed must be recorded on the student's transcript No information shall be on the student's transcript for a test not passed.

When a student who has taken State-mandated tests in one school leaves that school to enroll in another school, the school previously attended shall provide, immediately upon request by a school official from the enrolling school, all applicable records set forth above.

For each student required to be offered intervention services, the Board shall involve the student's parent or guardian and classroom teacher in developing the intervention strategy, and shall offer to the parent or guardian the opportunity to be involved in the intervention services.

Except as authorized by State law, the Board shall not use any student's failure to attain a specified score on any State-mandated test as a factor in any decision to deny the student promotion to a higher grade level.

All identified students with disabilities in the School District shall be considered for participation in the State-mandated testing. The extent of the student's participation shall be determined by the IEP Team. Accordingly, the student's IEP shall require that ~~the students/he~~ take:

- A. the required assessments in the same manner as other students;
- B. the required assessments with accommodations appropriate for ~~the student's/his/her~~ disability; or
- C. an alternate assessment that has been approved by the State Department of Education.

To the extent possible, and in accordance with law, a student with disabilities shall not be excused from taking a required assessment unless no reasonable accommodation can be made to enable the student to take the assessment.

The Superintendent shall implement administrative guidelines that comply with the State Department's regulations with regard to the administration of the State-mandated tests, including the reporting of results.

After July 1, 2017, no student will spend more than two percent (2%) of the school year taking state assessments, including the Ohio graduation tests, college and work ready assessment systems and any District-wide assessment for all students in a specified subject area or grade level. Students will not spend more than one percent (1%) of the school year on diagnostic or practice assessments to prepare for the above assessments. Students with disabilities are exempt from this requirement, as are related diagnostic assessments for students who failed the English language arts achievement assessment, substitute examinations, or examinations to identify a gifted student.

This policy shall be reviewed and updated annually.

Revised 6/27/02  
Revised 8/5/04  
Revised 12/6/07  
Revised 2/5/09

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Legal  
A.C. 3301-13, 3301-35  
R.C. 3301.079, .0710, .0711, .0712, .0714, .0715, .0729  
R.C. 3313.608, 3313.608(D), 3313.6012, 3313.6029

Book	Policy Manual
Section	Policies for Board Approval 42-2
Title	Copy of EMPLOYMENT OF SUBSTITUTE TEACHERS
Code	po3120.04
Status	
Adopted	July 5, 2001
Last Revised	June 25, 2020

### 3120.04 - EMPLOYMENT OF ~~SUBSTITUTES~~ **SUBSTITUTE TEACHERS**

The Board of Education recognizes the need to procure the services of ~~substitutes~~ substitute teachers in order to continue the operation of the schools as a result of the absence of regular personnel.

The Superintendent shall recommend and the Board shall approve ~~substitutes~~ substitute teachers to replace temporarily absent regular staff members and fill new positions. Substitute teachers whose license limits them to teach for only one (1) semester in a class will be approved by the Board before the start of each semester. The employment of substitute teachers may be terminated when their services are no longer required.

Substitutes must possess a valid Ohio professional ~~license, license or~~ substitute teaching ~~license, or pre-service teaching permit~~ license to serve as a substitute. No professional staff member employed in a position for which licensure is required may be paid until evidence of such appropriate licensure for the subject area, grade level, ~~or~~ position, etc. has been received by the Superintendent and transmitted to the Treasurer.

Substitutes also must pass a background check performed by the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation (see Policy 3121).

Substitutes may be required to undergo a tuberculosis examination in accordance with law and at the direction of the Ohio Department of Health or the local health department.

In order to retain well-qualified substitutes for service in this District, the Board will offer competitive compensation at a rate set annually by the Board.

A substitute employed for more than sixty (60) days in one (1) specific position will be placed at the minimum salary on the current teachers' salary schedule (e.g. BA/0) and will be eligible for fringe benefits provided to regular teachers, including sick leave.

Casual or daily substitutes shall not earn sick leave nor be paid for days when students are not required to attend school. ~~They are also not entitled to receive notice of non-renewal.~~

Revised 1/4/07  
 Revised 2/5/09  
 Revised 3/7/13

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Legal R.C. 3317.13, 3319.10, 3319.36, 3319.39, 3319.101, 3319.0812



Book	Policy Manual
Section	Policies for Board Approval 42-2
Title	Copy of TERMINATION AND RESIGNATION
Code	po3140
Status	
Adopted	July 5, 2001
Last Revised	December 6, 2018

## 3140 - TERMINATION AND RESIGNATION

### TERMINATION

The employment contract of a professional staff member may be suspended and/or terminated in accordance with law, upon a majority vote of the Board of Education, for good and just cause, including disclosing a question to a student on a State-mandated assessment. In such cases, the Board shall abide by due process, statutory procedures, and the applicable terms set forth in any collectively-bargained agreement.

Any professional staff member who fails to maintain a required license, certificate or permit throughout the term of employment will be immediately suspended without pay and such failure is grounds for termination.

Notice of termination shall be given by regular mail with a certificate of mailing, electronic mail with proof of delivery, or other method with proof of delivery.

### RESIGNATION

A professional staff member may resign in accordance with law and the applicable terms of any collectively-bargained agreement.

### Reporting Professional Misconduct

The Superintendent (or Board President where either the Superintendent and/or Treasurer has engaged in misconduct) will file a report to the Ohio Department of Education, on forms provided by the Department for that purpose, matters of professional misconduct on the part of licensed professional staff members in those specific circumstances set forth in State law and Policy 8141, including a conviction of the professional staff member of certain enumerated crimes and/or for conduct which is determined to be unbecoming to the teaching profession in conjunction with the non-renewal or termination of a professional staff member, or resignation by a professional staff member under threat of same and/or during the course of an investigation of conduct reasonably determine to be unbecoming the teaching profession.

Reports of any investigation regarding whether or not a professional staff member has committed an act or offense for which the Superintendent or Board President is required to make a report to the Ohio Department of Education shall be kept in the personnel file of the professional staff member. Should the Ohio Department of Education determine that the results of that investigation do not warrant initiating an action suspending, revoking, or otherwise limiting that professional staff member's license or permit, the report(s) of any investigation will be moved to a separate public file.

Revised 12/6/07

Revised 2/5/09

Revised 2/4/10

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Legal R.C. 3319.02, 3319.15, 3319.151, 3319.16, 3319.161, 3319.31, 3319.313  
R.C. 3319.39  
A.C. 3301-73-21

Book	Policy Manual
Section	Policies for Board Approval 42-2
Title	Copy of EMPLOYMENT CONTRACT
Code	po4124
Status	
Adopted	July 5, 2001
Last Revised	June 25, 2020

#### 4124 - **EMPLOYMENT CONTRACT**

The Board of Education requires for the mutual protection of the District and the classified staff member that every newly employed person in a classified position including regular hourly rate and per diem classified staff sign an initial employment contract for a period of not more than one (1) year.

The employment contract shall include the term for which employment is contracted, the salary, and such other matters as may be necessary to a full and complete understanding of the contract. In order to insure employment, the applicant must sign the contract and abide by the policies of the Board which pertain to the applicant/him/her.

If classified staff are rehired, their three (3) subsequent contracts shall be for a period of two (2) years each. At the end of the third of these two (2) year contracts, if the classified staff member is renewed, it will be under a continuing contract.

Notice of the Board's intention not to re-employ a classified staff member shall be given on or before the first day of June. Notice shall be given by regular mail with a certificate of mailing, electronic mail with proof of delivery, or other method with proof of delivery.

Annual salary notices for the succeeding contract year shall be provided to classified staff no later than the first day of July.

Salaries provided to classified staff by contract may not be reduced unless such reduction is part of a uniform plan affecting the nonteaching employees of the entire District.

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Legal R.C. 3319.081, 3319.082, 3319.083

Book	Policy Manual
Section	Policies for Board Approval 42-2
Title	Copy of TERMINATION AND RESIGNATION
Code	po4140
Status	
Adopted	July 5, 2001
Last Revised	December 6, 2018

#### 4140 - **TERMINATION AND RESIGNATION**

The employment of a classified staff member may, upon a majority vote of the Board of Education, be suspended and/or terminated for violation of Board policies and in accordance with the criteria and procedures set forth in the Ohio Revised Code.

It is the policy of the Board that classified staff who are not going to be rehired be given an opportunity to resign.

Notice of the Board's intention to terminate a classified staff member shall be given by regular mail with a certificate of mailing, electronic mail with proof of delivery, or other method with proof of delivery.

Any classified employee who fails to maintain a required license, certificate or permit throughout the term of employment will be immediately suspended without pay and such failure is grounds for termination.

A classified staff member under contract may resign by filing a written resignation with the Treasurer or the Superintendent at least thirty (30) days prior to the effective date of the resignation unless an earlier date is permitted by the Board.

#### **Reporting Professional Misconduct**

The Superintendent will file a report to the Ohio Department of Education, on forms provided by the Department for that purpose, matters of professional misconduct on the part of certain classified employees who are also licensed by the Ohio Department of Education (e.g., aides with a permit, paraprofessionals with a license, and those individuals who do not hold a valid educator's license but who are employed by the Board under a Student Activity Permit), in those specific circumstances set forth in State law and Policy 8141, including a conviction of the staff member of certain enumerated crimes and/or in conjunction with the non-renewal or termination of a licensed staff member, or resignation by a licensed staff member under threat of same and/or during the course of an investigation, for conduct which is determined to be unbecoming to the teaching profession. Reports of any investigation regarding whether or not a licensed classified staff member has committed an act or offense for which the Superintendent is required to make a report to the Ohio Department of Education shall be kept in the personnel file of the classified staff member. Should the Ohio Department of Education determine that the results of that investigation do not warrant initiating an action suspending, revoking, or otherwise limiting that classified employee's license or permit, the report(s) of any investigation will be moved to a separate public file.

Revised 12/6/07

Revised 2/5/09

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Legal R.C. 3319.081, 3319.31, 3319.313, 3319.39  
A.C. 3301-73-21

Book	Policy Manual
Section	Vol. 42, No. 2 - February 2024
Title	Vol. 42, No. 2 - February 2024 Revised HEALTH SERVICES
Code	po5310
Status	From Neola

### **Revised Policy - Vol. 42, No. 2**

#### **5310 - HEALTH SERVICES**

The Board of Education may require students of the District to submit to periodic health examinations to:

- A.  protect the school community from the spread of communicable disease;
- B.  verify that each student's participation in health, safety, and physical education courses meets the student's individual needs;
- C.  verify that the learning potential of each child is not lessened by a remediable physical disability.

The District may provide or request parents to provide:

- A.  general physical examinations for athletics;
- B.  dental examinations;
- C.  tests for communicable disease;
- D.  vision and/or audiometric screening;
- E.  scoliosis tests.
- F.  [OTHER] \_\_\_\_\_.

The Board shall directly notify the parents of students, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any nonemergency, invasive physical examination or screening is scheduled or expected to be scheduled for students if the examination or screening is: (1) required as a condition of attendance; (2) administered by the school and scheduled by the school in advance; and (3) not necessary to protect the immediate health and safety of a specific student or other students.

The term "invasive physical examination" means any medical examination that involves the exposure of private body parts or any act during such examination that includes incision, insertion, or injection into the body but does not include a hearing, vision, or scoliosis screening.

Unless the physical examination or screening is permitted or required by an applicable State law, parents may refuse to allow the Board to administer a nonemergency, invasive physical examination or screening upon written notification to the Board within \_\_\_\_ (\_\_) days after receipt of the Board's annual public notice.

#### **Concussion**

Any student who has been removed from a physical education class, athletic practice, or competition by a teacher, coach, or referee because the student is exhibiting signs, symptoms, or behaviors consistent with having sustained a concussion or head injury shall not be permitted to return to any physical education class, athletic practice, or competition for which the teacher, coach, or referee is responsible on the same day the student is removed. Thereafter, the student shall not be permitted to return to the activity for which the teacher, coach, or referee is responsible until both of the following occur:

A. The student's condition is assessed by (1) a physician; (2) a licensed healthcare professional authorized by the Board, in accordance with requirements set forth in R.C. 3313.539(E)(2), to assess such a student; or (3) a licensed health care professional, each of whom must meet the minimum education requirements established by rules adopted under R.C. 3707.521 by the professional's licensing agency.

B. The student receives written clearance that it is safe to return to physical education class, athletic practice, or competition from the physician or the licensed healthcare professional who assessed the student's condition.

### **Provision of Feminine Hygiene Products**

The District shall provide access to free feminine hygiene products in all school buildings.

All such products shall be intended for use on school premises.

The District shall determine where feminine hygiene products are to be kept.

A.C. 3301-35-03(D)

R.C. 2305.231, 3707.521, 3313.50, 3313.68 et seq., 3313.539, 3313.6413

20 U.S.C. 1232(h)

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A.C. 3301-35-03(D)

R.C. 2305.231, 3707.521, 3313.50, 3313.68 et seq., 3313.539, 3313.6413

20 U.S.C. 1232(h)

Book	Policy Manual
Section	Policies for Board Approval 42-2
Title	Copy of BUS DRIVER CERTIFICATION
Code	po8600.04
Status	
Adopted	May 1, 2008
Last Revised	June 7, 2018

#### 8600.04 - BUS DRIVER CERTIFICATION

It is the policy of the Board of Education that all bus drivers obtain and hold proper certification under standards for school bus drivers established within the Ohio Revised Code. It is also the purpose of this Board to protect its students from drivers whose certification is invalidated by the Ohio Point Law or point standards of this District.

A copy of each new school bus driver's complete driving record must be obtained from the Ohio Department of Education and Workforce ("DEW") prior to allowing the school bus driver to operate a school bus or school vehicle for the first time. In accordance with State transportation regulations, the Superintendent shall request the administrator in charge of transportation to conduct at least a semi-annual review of each school bus driver's (i.e., current bus drivers and those newly hired bus drivers who remain employed with the Board) driving record through the DEW Ohio Department of Education to determine that such drivers have:

- A. no more than six (6) points within the last twenty-four (24) month period;
- B. not been convicted of driving while under the influence of alcohol and/or a controlled substance during the past ten (10) years (i.e., not been convicted of a violation of R.C. 4511.19) or a substantially equivalent municipal offense;
- C. not received two (2) (or more) of the following serious traffic violations as defined in R.C. 4506.01(II) during the last twenty-four (24) month period:
  1. a single charge of any speed in excess of the posted speed limit by fifteen (15) miles per hour or more;
  2. violation of R.C. 4511.20 (i.e., operation in willful or wanton disregard of the safety of persons or property) or R.C. 4511.201 (i.e., operation off street or highway in willful or wanton disregard of the safety of persons or property) or any similar ordinance or resolution, or of any similar law of another state or political subdivision of another state;
  3. violation of a law of this State or an ordinance or resolution relating to traffic control, other than a parking violation, or of any similar law of another state or political subdivision of another state, that results in a fatal accident;
  4. violation of R.C. 4506.03 (i.e., commercial driver's license or temporary instruction requirements) or a substantially similar municipal ordinance or county or township resolution, or of any similar law of another state or political subdivision of another state, that involves the operation of a commercial motor vehicle without a valid commercial driver's license with the proper class or endorsement for the specific vehicle group being operated for the passengers or type of cargo being transported;
  5. violation of R.C. 4506.03 (i.e., commercial driver's license or temporary instruction requirements) or a substantially similar municipal ordinance or county or township resolution, or of any similar law of another state or political subdivision of another state, that involves the operation of a commercial motor vehicle without a valid commercial driver's license being in the person's possession;
  6. violation of R.C. 4511.33 (i.e., driving in marked lanes) or R.C. 4511.34 (i.e., space between moving vehicles) or any municipal ordinance or county or township resolution substantially similar to either of those sections, or any substantially similar law of another state or political subdivision of another state;

7. violation while operating a commercial motor vehicle of a law of the state, any municipal ordinance, any county or township resolution, or any substantially similar law of another state or political subdivision of another state which prohibits texting while driving or using a handheld mobile device (except when a person is texting or using a mobile device to contact law enforcement or other emergency services);
8. violation of any other law of this State or ordinance or resolution relating to traffic control, other than a parking violation, that is determined to be a serious traffic violation by the United States Secretary of Transportation and the Director designates such by rule; and

D. no railroad crossing violations during the last twelve (12) months (as evidenced by a conviction, video, or report by a railroad official);

E. not received any violations that render the bus driver uninsurable by the District's Fleet Insurance Carrier.

The records obtained from the annual records check will be maintained for a minimum of ten (10) years.

A driver having any of the above-referenced violations will be disqualified from operating a bus. The driver will also be notified that the driver's/his/her school bus certification will be reviewed by the Superintendent and the driver's/his/her employment as a school bus driver may be terminated.

A driver involved in a preventable school bus accident, or judged guilty of a minor traffic violation, shall be subject to the disciplinary action established in the Superintendent's administrative guidelines. Further, no driver who is convicted of a traffic violation or has their/his/her commercial driver's license (CDL) suspended will be permitted to operate a school bus or school vehicle/van until the driver files a written notice of the conviction or suspension. Such written notice must be immediately filed with the Superintendent or administrator in charge of transportation, irrespective of whether the traffic violation occurred while operating a Board-owned vehicle or a private vehicle or during school or non-school hours. Failure to file the required written notice of conviction or suspension will result in the revocation of the driver's certificate and/or disciplinary action, up to and including termination.

If a school bus driver has an interruption in driving a school bus or school vehicle/van for a period of one (1) year or longer, the school bus driver/s/he will not be permitted to resume operating a school bus or school vehicle/van until a copy of the school bus driver's complete driving record has been obtained.

In addition to the required driving record check, the administrator in charge of transportation shall obtain a satisfactory BCII report prior to hiring an individual as a new school bus or school vehicle/van driver, along with an FBI background check (i.e., an FBI background check will also be required prior to hiring new employees). An updated, satisfactory criminal background check report shall be obtained for each school bus driver every six (6) years with driver re-certification. Each six (6) year criminal records check request shall be made to the Superintendent of the Bureau of Criminal Identification and Investigation/investigation and include both a BCII and FBI report unless both of the following conditions apply so that only records of the FBI are required:

A. a BCII report was obtained at the time of hire; and

B. the employee presents proof that the employee/s/he has been a resident of this state for the five (5) year/five-year period immediately prior to the date the recertification is requested.

Satisfactory shall be defined by the same standards applied to other public school employees. Such records shall also be maintained for a minimum of six (6) years (see Policy 4121 for criminal history record check requirements). Any driver who has been convicted of or pleaded guilty to any disqualifying offense shall not be hired or shall be released from employment unless the person meets the rehabilitation standards prescribed for non-licensed school employees.

No bus driver will be permitted to drive a school bus or school vehicle/van unless the bus driver/s/he meets all other requirements contained in the rules adopted by the DEW/Ohio Department of Education prescribing qualifications of drivers of school buses and other student transportation. In addition, no bus driver will be permitted to drive a school bus or school vehicle/van unless:

In addition, no bus driver will be permitted to drive a school bus or school van unless:

A. information pertaining to the bus driver has been submitted to the DEW/Ohio Department of Education, including the name of the Board, name of the bus driver, driver's/driver license number, date of birth, date of hire, status of physical evaluation and status of training; and

B. the most recent criminal records check, including information from the Federal Bureau of Investigation, has been completed and received by the Superintendent.

The Superintendent shall provide for an annual physical examination conforming to DEW/Ohio Department of Education standards to determine the driver's physical fitness for employment.

Drivers of school buses, vans, or other school vehicles, who are school buses or vans employed by entities other than the District and who are not subject to DEW rules, Ohio Department of Education rules must receive the certificate described by

R.C. 3327.10(B) from the school administrator to contractor prior to being employed. These drivers also must have an annual physical conforming to State Highway Patrol rules performed in accordance with R.C. 3327.10(B). Any bus driver not employed by the School District school district, who drives a bus or vehicle owned by the District District, must give satisfactory and sufficient bond.

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Legal A.C. 3301-51-10, 3301-83-01 et seq., 3301-83-05, 3301-83-06, 3301-83-07

R.C. 3327.10, 3327.01 et seq., 4511.01(F), 4511.75 et seq.

Cross References po8640 - TRANSPORTATION FOR NON-ROUTINE TRIPS

po8650 - TRANSPORTATION BY VEHICLES OTHER THAN SCHOOL BUSES



Book	Policy Manual
Section	Policies for Board Approval 42-2
Title	Copy of TRANSPORTATION FOR FIELD AND OTHER DISTRICT-SPONSORED TRIPS
Code	po8640
Status	
Adopted	July 5, 2001
Last Revised	August 11, 2005

#### 8640 - TRANSPORTATION FOR ~~NON-ROUTINE~~FIELD AND OTHER DISTRICT-SPONSORED TRIPS

~~It shall be the policy of the Board of Education~~ shall use school buses and/or vehicles other than school buses (e.g., vans) ~~regular or special purpose school vehicles~~ for transportation of passengers on field trips and other District-sponsored trips.

The transportation for all field trips and other District-sponsored trips is to be by vehicles owned or approved by the District and driven by approved drivers. Exceptions must have the approval of the Superintendent.

Transportation may be limited by the availability of vehicles, drivers, and scheduling and will not be available when needed for general school purposes.

All field trips shall be supervised by members of the staff. All other District-sponsored trips shall be supervised by either staff members or adults from the sponsoring organization. Any time students are on the vehicle, at least one (1) sponsor, chaperone, or staff member is expected to ride in the vehicle as well as to supervise students upon return to the District and while they are waiting for rides home.

All students are expected to ride the approved vehicle to and from each activity. A special request must be made to the staff member or sponsor by the parent, in writing or in person, to allow an exception.

District students not affiliated with the trip activity, nondistrict students, and/or children of preschool age shall not be permitted to ride on the trip vehicle.

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Legal A.C. 3301-83-16  
R.C. 3327.08, 3327.13, 3327.14, 3327.013

Cross References po8600.04 - BUS DRIVER CERTIFICATION  
po8650 - TRANSPORTATION BY VEHICLES OTHER THAN SCHOOL BUSES  
po8660 - INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE

Book	Policy Manual
Section	Policies for Board Approval 42-2
Title	Copy of TRANSPORTATION BY SCHOOL VAN
Code	po8650
Status	
Adopted	January 4, 2007
Last Revised	January 11, 2024

### 8650 - TRANSPORTATION BY ~~VEHICLES OTHER THAN SCHOOL BUSES~~ SCHOOL VAN

It is the policy of the Board of Education shall provide transportation to students via Board owned and operated school vehicles other than school buses (hereinafter, "school vehicles") vans when the use of school buses is not reasonable. School vehicles vans shall only be used for the transportation of nine (9) or fewer passengers, not including the driver, in accordance with the original design and construction of the vehicle. Students shall not be transported in larger passenger vehicles vans (e.g., non-conforming extended van-type vehicles) carrying ten (10) passengers or more (particularly twelve (12) to fifteen (15) passenger vans).

Similar to school buses, school vehicles vans shall be purchased, housed, and maintained by the Board for the transportation of resident students between their home areas and the schools of the District to which the students are assigned or to their nonpublic or community schools. However, such use shall generally be limited to preschool children, special needs children, children inaccessible to school buses, and students placed in alternative schools, and children enrolled in nonpublic or community schools in certain circumstances. School vehicles vans may also be used to transport students to and from field trips and/or other Board-approved school-related activities.

The Board authorizes the use of a vehicle van designed to carry nine (9) passengers or less plus a driver instead of a school bus to transport students to a chartered nonpublic or community school if all of the following apply:

- A. the number of students in the vehicle does not exceed nine (9);
- B. the District regularly transports students to a chartered nonpublic or community school;
- C. the driver has a valid driver's license, is accustomed to driving the vehicle, and meets statutory and administrative requirements for a bus or motor van driver (with the exception of having a commercial driver's license);
- D. the driver may not stop on the roadway to load or unload passengers;
- E. the driver and all passengers are expected to comply with State laws regarding child and occupant restraint devices and safety while in the motor vehicle.

Individuals who meet statutory requirements to drive a school bus are qualified to drive school vehicles. Vehicles vans shall will be inspected not less than two (2) times each year by a qualified mechanic who will determine whether the vehicle van is safe to transport students.

Students who are transported by school vehicle van are expected to conduct themselves in the same manner required of students transported by school bus and shall be subject to all applicable disciplinary rules.

All school vehicle van drivers employed by the Board shall complete the required Ohio School Van Driver training program prior to transporting students, meet all other qualification requirements, and comply with the Ohio Pupil Transportation and Safety Rules and applicable Board policies and guidelines relative to student transportation. No individual shall be employed as a school vehicle van driver if the individual has not received a certificate certifying that the driver is at least twenty-one (21) years of age with a minimum of two (2) years of driving experience, and is qualified physically and otherwise (O.A.C. 3301-83-06(F)) for the position. Only authorized Board employees or contractors employed by an agency that provides services to the Board may operate and transport students via school vehicle van. Vehicle vandrivers do not need a commercial driver's license.

The Superintendent is responsible for developing and implementing the appropriate administrative guidelines for this policy.

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Legal A.C. 3301-83-19, 3301-83-06(F)

R.C. 3327.01, 3327.10, 4511.01, 4511.76

Cross References

po8600.04 - BUS DRIVER CERTIFICATION

po8640 - TRANSPORTATION FOR NON-ROUTINE TRIPS

po8660 - INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE

Book	Policy Manual
Section	Policies for Board Approval 42-2
Title	Copy of INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE
Code	po8660
Status	
Adopted	July 5, 2001
Last Revised	February 5, 2015

### 8660 - INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE

The Board of Education authorizes the incidental transportation by private vehicle of students of the District. This includes occasional transportation for field trips, outings, and the like. Routine and non-routine transportation, however, shall be subject to all requirements listed in A.C. 3301-83-19, Board Policy 8600 - Transportation, Board Policy 8640 - Transportation for Non-Routine Trips, Board Policy 8650 - Transportation by Vehicles Other Than School Buses, and relevant administrative guidelines.

This policy does not apply to parents who privately arrange transportation for their own children. No District staff shall organize such arrangements or assist parents in doing so.

Any such incidental transportation must be approved in advance and in writing by the Director in accordance with the Superintendent's administrative guidelines.

The parent of the participating student will be given, on request, the name of the driver and the description of the vehicle.

No person shall be approved for the incidental transportation of students in a private vehicle who is not an employee of this Board, an approved volunteer, the parent of a student enrolled in this District, and the holder of a currently-valid license to operate a motor vehicle in the State of Ohio.

No person shall be permitted to transport students who is not the holder of automobile liability and personal injury insurance.

Any private vehicle used for the incidental transportation of students must be owned by the approved driver or the spouse of the approved driver and must conform to the registration requirements of the State.

The responsibility of professional staff members for the discipline and control of students will extend to their incidental transportation of students in a private vehicle. Drivers who are not professional staff members are requested to report student misconduct to the administrator.

Expenses incurred by drivers of private vehicles in the course of transporting students will be reimbursed by the Board at the approved mileage rate and upon presentation of evidence of costs for tolls and parking fees.

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Cross References po8640 - TRANSPORTATION FOR NON-ROUTINE TRIPS  
po8650 - TRANSPORTATION BY VEHICLES OTHER THAN SCHOOL BUSES