

VANTAGE CAREER CENTER

818 N. FRANKLIN ST.
VAN WERT, OHIO 45891

Satellite Program Expectations

Vantage Career Center will:

- Employ a qualified instructor on a 183-day contract.
(After initial applicant screening by Vantage Career Center staff, final candidates will be interviewed and selected in cooperation with Van Wert City Schools' personnel.)
- Support and maintain all equipment, hardware, and software provided by Vantage Career Center that is used in the program.
- Communicate equipment purchase requests to the satellite school administration and technology coordinators prior to approval of equipment purchase.
- Establish and provide a budget for each program for supplies and for professional development.
- Purchase instructional materials to meet the needs of the students and the identified program outcome and criteria.
- Determine and set the fees charged for the program; uncollected bad debt expenses will become an expense incurred by the program.
- Provide consistent communication with the building principal regarding the program and the instructor.
- Evaluate the instructor of the satellite program after soliciting input from the building administration prior to the process.
- Work cooperatively with Van Wert City School to resolve any student issue, which may be in violation of program guidelines and/or board policy.
- Send out a new Satellite Program Contract for the upcoming school year by April 1st of the current year's contract.

Van Wert City School will:

- Provide all permanently affixed furniture and utility needs.
- Allow students from other districts to enroll in the Vantage Career Center program if space is available.
- Promote the program(s) in the same manner as all other programs in the school.
- Notify the Vantage Career Center program supervisor if the schedule of the teacher or students changes in any way other than initial setup. This is to assure that state and district guidelines and criteria are met.
- Expect Vantage Career Center teachers to fulfill requirements of all teachers in that building, i.e., sign in and sign out of building, attend staff meetings and in-services, attend department meetings, etc.
- Call substitutes when the instructor is absent.
- Notify the Vantage Career Center program supervisor if any discipline action is needed related to the instructor.
- Notify the Vantage Career Center program supervisor to write the program description that is to be included in the school's printed materials.
- Ensure the teacher's computer/technology equipment is connected to the school's computer network with access to the Internet.
- Work cooperatively with Vantage Career Center to resolve any student issue, which may be in violation of program guidelines and/or Board policy.
- Determine dates to be worked for extended time for the next school year and submit to the Vantage Program Supervisor by the last teacher work day.
- Use Vantage Career Center school vehicle when available vs. mileage reimbursement.
- The satellite teacher is responsible for submitting all expense and student activity pay paperwork to Vantage Career Center by the 15th of the month for the previous month's activity. Paperwork received after the 15th of the month will not be paid by Vantage Career Center.
- Evaluate the instructor of the satellite program and solicit input from the Vantage Administration. Provide Vantage Career Center with evaluation data to submit to the State.

VANTAGE CAREER CENTER

**Satellite Program Standards & Maintenance Agreement
between
Vantage Career Center
And
Van Wert City School**

The purpose of this agreement is to establish program requirements, conditions, and procedures for a close working relationship between Van Wert City School and Vantage Career Center in order to implement a well-coordinated career-technical education programs at Van Wert City School **for the 2025-2026 school year.**

This satellite agreement is conditioned upon the school districts' bargaining units' agreement to the terms that affect their members.

The Vantage Career Center will:

- 1) Employ qualified instructors who meet Ohio Department of Education qualifications for program and funding requirements.
- 2) Purchase lab, classroom equipment and instructional materials to meet state and Vantage Career Center approved program curriculum and identified program outcomes and criteria.
- 3) Provide on-going program and instructor supervision.
- 4) Abide by expectations identified on the attached addendum.
- 5) Provide an annual reconciliation statement of the Satellite expenses and income. Notify associate district by March 1 annually if discontinuation of program is to occur.
- 6) Develop and adopt a Board resolution for this partnership to implement this program.
- 7) Charge the associate school program for equipment purchases over \$10,000.00 over a five-year period or until purchased at market value by the district.

The Van Wert City School District will:

- 1) Develop a course schedule that provides for the required instructional hours per school year specified by state guidelines.
- 2) Be responsible for grade reporting, pupil attendance, and student scheduling. Provide on-going student enrollment to sufficiently cover the costs of the program including Vantage fees. Vantage fees include annual \$4,000 administration fee and an additional \$2,000 start up fee for new programs. Program enrollment will be reviewed on an annual basis using the October EMIS report. In the event student enrollment does not cover Vantage's expenses, Van Wert City School will reimburse Vantage Career Center for all excess costs, otherwise revenues generated by both schools will be added together, expenses will be subtracted, and profits will be divided equally. Either Board of Education may opt to discontinue the program for the following school year.
- 3) Agree that a minimum of 8 FTEs (Full Time Equivalency) are needed in order to operate a satellite program but that the enrollment goal is an FTE of at least 15.
- 4) Provide, at no cost to Vantage Career Center, an area and required utilities as applicable based on program needs to conduct a lab setting per program standards and related classroom space to allow for effective delivery of this program.
- 5) Meet and follow Vantage Career Center guidelines and state mandates for maintaining program standards and program funding.
- 6) Provide the required data (based on specified timelines) necessary for Vantage Career Center to submit accurate EMIS information to the State Department of Education. Notify Vantage Career Center by March 1 annually if discontinuation of programs is to occur.
- 7) Recognize that all equipment and materials purchased for the program will remain the property of Vantage Career Center until paid for by the Van Wert City School District.

- 8) Comply with Vantage policies, administrative guidelines, recognizing that the satellite teachers and programs are administered by Vantage thus not acting in conflict with this agreement.
- 9) Relinquish all equipment and program materials owned by Vantage Career Center if the program is discontinued.
- 10) Develop and adopt a Board resolution for this partnership with Vantage Career Center to implement this program.
- 11) Abide by expectations identified on the attached addendum.
- 12) A "satellite teacher" is defined as a Vantage employee teaching a program housed in a local school which is within the Vantage Career Technical Planning District.
- 13) Van Wert City School will submit documentation of all receipts for student fees by July 30th following the fiscal year's end.
- 14) Bill in January for July 1st through December 31st program costs and then bill in July for January 1st through June 30th program costs.

This agreement will remain in force for the PLTW, Middle School Gateway to Technologies and High School & Middle School FCS programs at Van Wert City School in accordance with the above criteria.

 Vantage Career Center Board of Education Date

 Van Wert City School Board of Education Date

 Superintendent, Vantage Career Center Date

 Superintendent, Van Wert City School Date

 Treasurer, Vantage Career Center Date

 Treasurer, Van Wert City School Date

Memorandum of Understanding

Vantage Career Center and Northwest State Community College 2025-2026 Academic Year (Summer 2025 – Spring 2026)

This Memorandum of Understanding outlines the College Credit Plus (CCP) program at Northwest State Community College (College) and Vantage Career Center (Participating District).

General Program Information

College Credit Plus program provides an opportunity for academically qualified 7th – 12th grade secondary students to earn college credit while in high school. There are two fundamental conditions: 1) the student must be enrolled in both high school and college, and 2) the student earns transcribed college and high school credit for the course.

Northwest State Community College would maintain control of the curriculum as related to the credit hour assignment and course learning outcomes. Students must meet academic requirements, including scoring on placement tests or other assessments at the college- ready level for a given course. Identified college assessments and college grading scales must be utilized for courses.

Model Course Pathways:

Participating Districts shall consult with the College and develop two model course pathways. The first pathway models a fifteen (15) credit hour course option, and the second pathway models a thirty (30) credit hour course option. The pathways are designed to demonstrate the application of the CCP program, and in no way are intended by the Parties to limit course availability or options for students. Each participating district shall publish the pathways as part of the school district's course offerings.

Course Content:

The College shall be responsible for ensuring that all CCP courses comply with the requirements of the law, specifically Chapter 3365 of the Ohio Revised Code and any corresponding regulations. The College maintains control of the curriculum as related to the credit hour assignment and course learning outcomes. Courses selected for the program would meet requirements for the College's degree/certificate programs; they will be nonsectarian, and non-remedial. General education courses are approved by the Ohio Department of Higher Education for transfer to baccalaureate institutions or other community colleges across the state. Some technical courses will carry transfer guarantees in the state. The agreement allows students to make progress towards future degrees in higher education prior to high school graduation.

Faculty:

The College shall be responsible for assigning all instructors to teach CCP classes. The instructors shall be appropriately credentialed to instruct in college level courses and meet all academic credential requirements of the Ohio Department of Higher Education and the Higher Learning Commission. The College shall be responsible for paying all instructors employed by the College.

Qualified High School teachers, who are teaching a NSCC course at the high school, will be a NSCC adjunct faculty member; however, they are considered to be an employee of the High School. Faculty credentials will also be maintained at the College.

Location and Schedule of CCP Courses:

The College will work with each Participating District to determine whether it is appropriate to offer each CCP course at the College campus, onsite at the participating school district's facilities, online, or at another facility.

The College and each Participating District will work to develop a schedule for when classes will be offered to students. The College shall to the best of its ability offer classes in such a way that would enable students to fully participate in the CCP program and in other curricular and extracurricular activities offered by the participating school district.

Northwest State Community College Responsibilities

1. Provide Participating Districts with current standards for admission and for course placement in a written or electronic format that can be distributed to the student body by (i.e. January 1st) of each school year for the upcoming school year.
2. Work in conjunction with each Participating District to provide counseling services to prospective students.
3. Determine the class size needed to offer the course at any location.
4. Coordinate informational programs with Participating District. A representative from the College will attend at least one program per school year with Participating District staff to present prospective students and parents with information about the CCP program.
5. Provide a professional development opportunity each year for all high school teachers who serve as a college adjunct for a CCP course.
6. Conduct observation for each college course taught in a Participating District's facilities when the course is taught by a high school teacher as required by rule. The College will provide at least 24 hour notice in advance of the observation.
7. Assign an advisor to each student who takes CCP courses through the college. Ensure that the advisor meets with his/her assigned students before the semester withdrawal date. Each Participating District will work cooperatively with the college to facilitate the coordination of these meetings.
8. Provide written notification to the Participating District prior to the start of the term confirming the student's admission to college and the specified courses he/she will take.
9. Promptly release any student data to a Participating District which is required to be reported to the Ohio Department of Education, or which is necessary for the Participating District to accurately record the student's enrollment in a CCP program and the student's grades for CCP courses. Provide accurate reporting of participation with each school district in the Ohio Department of Education's (ODE's) system for financial reporting including, but not limited to completing the necessary documentation in ODE's ODDEX system for proper billing.
10. Provide access to students to the myNSCC, NSCC library, and other student services. Final grades will be available electronically through myNSCC.
11. Provide the faculty with a NSCC ID and email account.

12. Maintain regular communication between the high school teacher and NSCC faculty or liaisons.
13. Provide a list of required textbooks and course materials for students participating in the program.
14. Transcript the final course grade for each student registered in the course. Student grades will be distributed electronically to students.

School District Responsibilities

1. Adopt a policy to award class grades and calculate class rank for students who participate in the CCP program.
2. Work with a College representative to develop at least one program per school year to present prospective students and parents with information about the CCP program. The Participating District shall be responsible for locating an appropriate facility to host each program, which shall be in a place easily accessible by district residents.
3. Distribute information about CCP to interested students in grades six through twelve (6-12) before February 1st.
4. Ensure for each student who has submitted the electronic CCP application, that the signed consent form and high school transcript, including SSID number, are submitted to the NSCC admission office prior to the application deadline.
5. Provide written notification within ten (10) days to the COLLEGE in the event a high school principal approves a student's participation in CCP after April 1st.
6. Provide written notification within five (5) days if a participating student is suspended or expelled from school. If the student is expelled, the notice will indicate the date the expulsion is scheduled to expire.
7. Track and report all student data required by the Ohio Department of Education through EMIS or any other designated reporting system
8. Make decisions about whether to seek reimbursement from a student who received a failing grade in a college course through CCP, subject to all legal restrictions and requirements.
9. High School Teachers will submit an employment application and official transcripts to the college.
10. Ensure that approved faculty utilizes college syllabi, assessments and texts in each course. Ensure faculty utilizes the NSCC grading scale and completes mandated course assessments.
11. Allow College personnel access to interview, observe the High School faculty member teaching the class by mutual agreement of the parties.
12. Upon request, provide student papers, tests, and/or learning outcomes measures for college assessment purposes.
13. Meet NSCC deadlines for grade submission and enrollment verification.
14. The school pays for required textbook and course materials. Textbooks will be billed to the high school if students utilize the college bookstore.

Insurance:

The College and each Participating District shall carry standard general and professional liability insurance with coverage of not less than (\$1,000,000) per occurrence and (\$3,000,000) in the aggregate covering any negligent acts or omissions which may give rise to liability for services provided.

Promotion of the CCP Program:

The College and each Participating District shall collaborate to develop promotional materials for students interested in the CCP program.

Neither the College nor Participating Districts may release or publish a communication or document that includes the use of logos, mascots, trademarks or copyrighted material, without first obtaining written approval from the other party. The College and Participating Districts shall promote the CCP program by posting information and documents in a prominent location on each institution's website.

CCP Funding:

Tuition would be charged as defined in ORC 3365.01 and 3365.07:

- Default ceiling amount for a college course delivered on the college campus, at another location operated by the college or online, not to exceed the college tuition rate;
- 50% of the default ceiling amount for college course taught at the high school by college faculty;
- Default floor amount for courses taught at high school by high school teacher.

This Memorandum of Understanding is effective upon signature of both parties. Both parties are to communicate the conditions of this agreement to their respective constituents. The High School and NSCC will review this agreement and the addendum yearly and make adjustments or amendments as deemed appropriate to maintain the integrity for each institution by mutual agreement of the parties. Either party reserves the right to discontinue this agreement provided written notice is given before the beginning of the next academic year. Changes in state requirements or state funding will supersede this agreement.

Northwest State Community College

Signed:  4/3/25
 Chief Fiscal Officer Date

Signed:  4/2/25
 VP Academics Date

Vantage Career Center

Signed: _____
 Vantage Career Center District Representative Date

Rothacker Order May 2025

1	Gear Arc Safety 46240	#2 X 4" Phillips Screwdriver	\$28.62	\$28.62
1	Gear Arc Safety 46140	1/4" X 4" Slotted Screwdriver	\$30.45	\$30.45
1	Gear Arc Safety 40032	6" Diagonal Cutting Pliers	\$55.38	\$55.38
1	Gear Arc Safety 40091	Ergonomic Wire Stripper	\$52.34	\$52.34
1	Gear Arc Safety 40005	9 1/2" Standard Linesman Pliers	\$64.62	\$64.62
1	Gear Arc Safety 19743-00	Large -12 cal Protection Kit	\$1,026.54	\$1,026.54
1	Gear Arc Safety 19744-00	X-Large12 cal Protection Kit	\$1,034.23	\$1,034.23
1	Gear Arc Safety 21443-02	Large - 40 cal Protection Kit	\$1,939.68	\$1,939.68
1	Gear Arc Safety 21444-02	X-Large - 40 cal Protection Kit	\$1,939.68	\$1,939.68
1	Fluke DSX2-5-IE-K1	Cable Tester	\$16,248.16	\$16,248.16
2	Fluke ST120+	Outlet Tester	\$25.10	\$50.20
2	Klein Tools 32525	32 PC Tamperproof Bit Set	\$26.79	\$53.58
1	Milwaukee 2935CU-21S	M18 Striper Kit	\$745.20	\$745.20
1	Milwaukee 3699-22	M18 Driver+Hammer Dill Set	\$561.54	\$561.54
6	Milwaukee 48-59-1300	M18 Forge HD 12.0 Battery Kit	\$381.69	\$2,290.14
1	Milwaukee 2718-22HD	M18 SDS Max Rotary Hammer Kit	\$1,408.15	\$1,408.15
1	Milwaukee 48-20-5140	2-1/2 Core Bit	\$158.77	\$158.77
1	Milwaukee 2845-20	Power Inverter	\$881.84	\$881.84
2	Milwaukee 48-22-2851	#1 Square Tip Screwdriver	\$10.51	\$21.02
2	Milwaukee 48-22-2852	#2 Square Tip Screwdriver	\$10.51	\$21.02
4	S-18245	Lockout Tags	\$28.80	\$115.20
40	H-3422R	Lockout Padlock	\$18.00	\$720.00
1	H-9482	Pencil Sharpener	\$42.00	\$42.00
1	H-1447	Key Cabinet	\$98.40	\$98.40
3	H-4862	60x24x72 Shelving	\$924.00	\$2,772.00
1	H-5393	48x24x72 Shelving	\$409.20	\$409.20
18	H-10519	Pallet Rack Wire Decking	\$90.00	\$1,620.00
2	H-10515	Pallet Rack Kit 144-48-144	\$1,248.00	\$2,496.00
2	H-10521	Pallet Rack Beams	\$360.00	\$720.00
1	H-3449	LOTO Valve Kit	\$390.00	\$390.00
1	H-3402	LOTO Electrical Kit	\$240.00	\$240.00
1	H-3450	LOTO Wall Mount Station	\$546.00	\$546.00
1	SW SW423	Mobile Parts Washer Kit	\$2,698.80	\$2,698.80
1	APPR-ADMIN	Setup and Activation 1 time Fee	\$1,500.00	\$1,500.00
1	APPR-INSTR	Instructor License 1 Time Fee	\$300.00	\$300.00
20	20APP1-VANTAGE-BLND	Level 1 Apprenticeship	\$300.00	\$6,000.00
20	20APP2-VANTAGE-BLND	Level 2 Blended Package	\$144.00	\$2,880.00
2	Greenlee 47745	1/2-3/4 NPT Die	\$179.59	\$359.18
2	Greenlee 47855	1/2-3/4 NPDM Die	\$311.64	\$623.28
1	Amprobe UAT-620	Underground Utilities Locator Kit	\$7,450.28	\$7,450.28
		Total		\$60,591.50

RYAN STRICKLER

861 South Washington Street Van Wert, Ohio 45891 · 419-203-7042

Email · ocstrick17@gmail.com

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

DEAR SUPERINTENDENT TURNER,

I am writing to tender my resignation of my intervention specialist position at the end of my contract in August 2025. This is however contingent on being hired as a full time District Sub by the Vantage School Board of Education for the 2025-26 school year.

I have thoroughly enjoyed my time as an Intervention Specialist here at Vantage and I hate to see my time end, however I do understand the decision of the Superintendent and the Board to non-renew me due to not passing the ODE 043 State test.

I appreciate your time during this process. If you have any questions I can be reached by cell at 419-203-7042 or my email at ocstrick17@gmail.com.

Ryan Strickler

A handwritten signature in red ink, appearing to read "R. Strickler", is written over the typed name.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Vantage Career Center Board of Education (“Board”), the Vantage Teachers Organization (“VTO”) and Ryan Strickler, collectively, “the parties,” and is for the express purpose of addressing issues related to the Board hiring Ryan Strickler as a full time instructor substitute for the 2025-2026 school year.

WHEREAS, in response to anticipated teacher absences and a concern for timely securing qualified substitute teachers to serve students during such absences, the Board intends to hire a substitute teacher to primarily provide classroom coverage for absent teachers, hereinafter referred to as a “full time instructor substitute;”

WHEREAS, on school days where a substitute teacher is not needed, the Board has a need for a full time instructor substitute to provide other education-related services to students, including providing supervision of students and assistance with instructional tasks;

WHEREAS, the parties wish to establish expectations and compensation for the full time instructor substitute teacher;

NOW, THEREFORE, the parties agree to the following:

1. The Board will hire Ryan Strickler on a one-year limited contract to serve as the full time instructor substitute and approve a job description for the position, the duties to include providing classroom coverage for any absent teacher and all other duties as assigned by the administration, including providing other education-related services to students in the form of supervision of students and assistance with instructional tasks.
2. Ryan Strickler will be awarded a 183-day contract and must report for the normal teacher workday as described in Article VII, Section G of the collective bargaining agreement. The one-year limited contract will automatically expire at the end of the 2025-2026 school year without further notice or action by the Board, including the notice referenced in Article V, Section G(4).
3. Ryan Strickler will be paid a salary of \$35,137.00 for the 2025-2026 school year.
4. Unless specifically provided in this MOU, all terms and conditions set forth in the collective bargaining agreement shall remain in effect unless the parties agree, in writing, to modify or alter the terms and conditions.
5. The VTO and Ryan Strickler agree to waive any right to file a grievance or an unfair labor practice charge with the State Employment Relations Board complaining of the facts and events that gave rise to this Agreement or the action to be taken pursuant to this Agreement except to enforce the above provisions and terms.

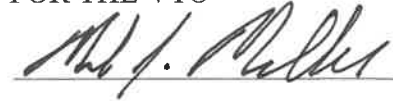
6. The Board and VTO agree the terms of this MOU do not establish precedent or form the basis of a past practice as to matters arising after its expiration. This MOU shall expire at the end of the 2025-2026 school year.

FOR THE BOARD



DATE _____

FOR THE VTO



DATE 4-23-25

FULL TIME INSTRUCTOR SUBSTITUTE



DATE 4/23/25

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Copy of TECHNICAL CORRECTIONS
Code	po0131.1
Status	
Adopted	June 1, 2023

0131.1 - TECHNICAL CORRECTIONS

Periodically, it may be deemed necessary to make technical corrections to policies that have already been adopted through normal procedures. These technical corrections may include

- A. consolidation of sections;
- B. transfer of sections;
- C. combining or dividing sections;
- D. renumbering subsections, sections, chapters, and titles;
- E. corrections or additions for grammatical or typographical errors;
- F. alterations and omissions; and/or
- G. updating the name(s) of the individual(s) who serve as District Compliance Officer(s), as long as the position/title remains the same as listed in the applicable Board policy,

not affecting the constructions or meaning of those sections, subsections, chapters, titles, or policies as a whole, and are of a non-substantive nature.

The Superintendent is authorized to identify and undertake technical corrections, as identified above, found in the policies and regulations. Upon completion of the technical and formatting corrections, the Superintendent shall provide a brief summary of the corrections to the Board for review. Should the Board determine that a correction is substantive in nature, it will utilize the normal policy adoption procedure in Policy 0131 - Legislative to adopt the amendments to the policy or regulation. Should the Board of Education choose to make such technical corrections, it may be accomplished by resolution as part of the consent agenda without going through the normal policy adoption procedure.

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Copy of REVIEW OF POLICY
Code	po0171
Status	
Adopted	July 5, 2001
Last Revised	August 5, 2004

Delete

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

~~The Superintendent shall continually call to the Board's attention all policies that need revision.~~

~~The Board directs the Superintendent to recall all policy and regulations manuals periodically for purposes of administrative updating and Board review.~~

~~The Superintendent is further directed to identify and undertake the correction of technical or formatting errors found in the policy and regulations manuals. Such correction shall be limited to non-substantive matters that do not affect the intent, meaning and/or operation of the policy or regulation. Upon completion of the technical and formatting corrections, the Superintendent shall provide a brief summary of the corrections to the Board for review. Should the Board determine that a correction is substantive in nature, it must take formal action to adopt the amendments to the policy or regulation. It is hereby determined that legal references or citations contained in Board policies are of a non-substantive nature such that they may be updated and/or corrected by the Superintendent as appropriate, and in a manner consistent with this paragraph.~~

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Legal R.C. 3302.01 - .08

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Vol. 43, No. 2 - January 2025 New DRUG-FREE WORKPLACE
Code	po1422.01
Status	

New Policy - Vol. 43, No. 2

1422.01 - DRUG-FREE WORKPLACE

The Board of Education believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which is not tainted by the use or evidence of use of any controlled substance.

The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, alcohol, and any drug paraphernalia as the term is defined by law, by any member of the District's administrative staff at any time while on District property or while involved in any District-related activity or event. Any administrator who violates this policy shall be subject to disciplinary action in accordance with District guidelines.

The Superintendent shall establish guidelines that ensure compliance with this policy and that each administrator is given a copy of the standards regarding unlawful possession, use, or distribution of illicit drugs and alcohol by staff and informed that compliance with this requirement is mandatory. Such guidelines shall provide for appropriate disciplinary actions, if and when needed.

41 U.S.C. 701 et seq., Drug-Free Workplace Act of 1988
20 U.S.C. 3224A

© Neola 2025

Legal	20 U.S.C. 3224A 41 U.S.C. 701 et seq., Drug-Free Workplace Act of 1988
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Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Copy of STUDENT SUPERVISION AND WELFARE
Code	po1613
Status	
Adopted	August 4, 2011

1613 - STUDENT SUPERVISION AND WELFARE

Administrators shall maintain a standard of care for the supervision, control, and protection of students commensurate with their assigned duties and responsibilities and are expected to establish and maintain professional staff/student boundaries that are consistent with their legal, professional and ethical duty of care for students.

The Superintendent shall maintain and enforce the following standards:

- A. Each administrator shall report immediately to the Superintendent any accident, safety hazard, or other potentially harmful condition or situation ~~the administrators/he~~ detects.
- B. Each administrator shall immediately report to the Superintendent any knowledge of threats or violence by students.
- C. An administrator shall not send students on any personal errands.
- D. An administrator shall not ~~engage in grooming as defined by State law, or otherwise~~ associate or fraternize with students at any time in a manner that may give the appearance of ~~impropriety including~~ ~~impropriety, including~~, but not limited to, the creation or participation in any situation or activity that could be considered abusive or sexually suggestive or involve harmful substances such as illegal drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any administrator will subject the offender to potential criminal prosecution and disciplinary action by the ~~Board, Board~~ up to and including termination of employment.
- E. If a student approaches an administrator to seek advice or to ask questions regarding a personal problem related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc., the administrator may attempt to assist the student by facilitating contact with certified or licensed individuals in the District or community who specialize in the assessment, diagnosis, and treatment of the student's stated problem. However, under no circumstances should an administrator attempt, unless properly licensed and authorized to do so, to counsel, assess, diagnose, or treat the student's problem or behavior, nor should such administrator inappropriately disclose personally identifiable information concerning the student to third persons not specifically authorized by law. ~~Consistent with State law, the staff member shall promptly notify the Director of any such communications with a student so the Director can determine whether a notice needs to be provided to the student's parent pursuant to R.C. 3313.473 and Policy 5780.01 - Parents' Bill of Rights.~~
- F. A student shall not be required to perform work or services that may be detrimental to ~~the student's~~ his/her health.
- G. Administrators shall only engage in electronic communication with students via email, texting, social media, and/or online networking media, such as Facebook, Twitter, YouTube, MySpace, Skype, blogs, etc., when such communication is directly related to curricular matters or co-curricular/extracurricular events or activities, with prior approval of the ~~Director~~ director.
- H. Administrators are prohibited from electronically transmitting any personally identifiable image of a student(s), including video, photographs, streaming video, etc. via email, text message, or through the use of social media and/or online networking media, such as Facebook, Twitter, YouTube, MySpace, Skype, blogs, etc., unless such transmission has been made as part of a pre-approved curricular matter or co-curricular/extracurricular event or activity such as a school-sponsored publication or production in accordance with Policy 5722.

Since most information concerning a child in school, other than directory information described in Policy 8330, is confidential under Federal and State laws, any administrator who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the State and Board Policy 8462, each administrator shall report to the proper legal authorities, immediately, any sign of suspected child abuse or neglect.

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Legal R.C. 2907.071
R.C. 2907.03

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Copy of COLLEGE CREDIT PLUS PROGRAM
Code	po2271
Status	
Adopted	July 5, 2001
Last Revised	June 1, 2023

2271 - COLLEGE CREDIT PLUS PROGRAM

The Board of Education recognizes the value to students and to the District for students to participate in programs offered by accredited colleges and universities in Ohio.

The Board will approve participation by students who apply to the participating college or university (institute of higher education or IHE) and meet the IHE's and relevant academic program's established standards for admission, enrollment, and course placement. Participating students will be eligible to receive secondary credit for completing any of these programs. To be eligible, students must be in seventh, eighth, ninth, tenth, eleventh, or twelfth grade and must either be remediation-free in one (1) of the assessments established under R.C. 3345.061(F) or meet an alternative remediation-free eligibility option as defined by the Chancellor of Higher Education in consultation with the Superintendent of Public Instruction. Students who participated in the College Credit Plus ("CCP") Program before September 30, 2021, and who qualified to participate in accordance with prior law by scoring within one (1) standard error of measurement below the remediation-free threshold for one (1) of the required assessments and having a cumulative high school grade point average of at least 3.0, or alternatively receiving a recommendation from a school counselor, Director, or career-technical program advisor, may remain eligible to participate.

In addition, under Federal and State law, male students who are eighteen (18) years of age or older and who are classified as an Ohio resident by the public college or university they are attending through the College Credit Plus Program are required to be registered with the Selective Service System. Participating male students are required to provide their Selective Service number to the public college or university within thirty (30) days of their 18th birthday. If such students do not submit their Selective Service number, they will not be considered a College Credit Plus participant for that current semester or term and will be responsible for any tuition, textbooks, or fees associated with the classes for which they are enrolled.

Enrollment

- A. By April 1st of each year, a student (including a home-educated student) or the student's parent must complete and submit the Letter of Intent to Participate in College Credit Plus Program (Form 2271 F1) to the Director which signifies the student's intent to participate in the program for the following school year. To participate in CCP during the upcoming spring semester only, a student or their parent must complete and submit Form 2271 F1 to the Director by November 1st. Prior to completing this form, the student and the student's parents must participate in the special counseling sessions described below and confirm receipt of these counseling services by signing the Statement of Responsibility (Form 2271 F7).
- B. Failure to meet the deadlines shall exclude the student from participating in the program for the upcoming spring or next school year unless written consent is granted by the Director and the Director notifies the Department of Education of the student's intent to participate within ten (10) days of the date the student seeks consent. If the Director does not grant consent, the student may appeal the Director's decision to the Superintendent. The decision of the Superintendent is final. Participation may be withdrawn by the student or parent at any time upon written notification to the high school administration.
- C. CCP students shall participate in a mandatory orientation that meets guidelines issued by the Chancellor and the Department, as provided by the IHE.

Underperforming and Ineligible Students

If a student participating in the College Credit Plus Program under the option set forth in R.C. 3365.06 (B) either: A) fails to maintain a grade point average of 2.0 or higher in the college courses taken through the College Credit Plus Program; or B) withdraws from, or receives no credit for two or more courses in the same term, the student will be considered an "underperforming student." If a student maintains underperforming student status for two (2) consecutive terms of enrollment, the student will be deemed "ineligible."

Probation

Immediately after determining a student has obtained underperforming student status, the Superintendent shall place the student on probation within the College Credit Plus Program and notify the underperforming student, the student's parents, and each IHE in which the student is enrolled of the student's status. The underperforming student and their parents shall also be notified of the following requirements for continued participation in the Program while on probation:

- A. The student shall only enroll in one college course during any term.
- B. The student shall refrain from enrolling in a college course in the same subject as a college course in which the student earned a grade of "D" or "F" or for which the student received no credit.
- C. If the student had registered for more than one (1) college course for the next term prior to being placed on probation, the student shall request each IHE in which the student is enrolled to dis-enroll the student from those courses that conflict with the terms of the student's probationary status.
 1. If a student elects to remain enrolled in one (1) course for the next term, the student shall inform the IHE of the course in which the student would like to remain enrolled.
 2. If the student fails to dis-enroll from any courses that conflict with the student's probationary status, the Superintendent shall immediately notify the student and the student's parents that the student shall assume responsibility for any and all tuition, fees, and costs for textbooks for any courses from which the student was required to dis-enroll. In this notification, the student and their parents shall also be advised that the student shall be deemed an ineligible student and dismissed from the program for the next term in accordance with the dismissal procedures set forth below.
- D. If a student takes a course after being placed on probation and such course raises the student's cumulative grade point average to 2.0 or higher in the college courses taken through the College Credit Plus Program, the student shall be removed from probation. The student may participate in the Program without restrictions unless the student is declared to be an underperforming student again.
- E. If a student takes a course after being placed on probation and such course does not raise the student's cumulative grade point average to 2.0 or higher in the college courses taken through the College Credit Plus Program, the student shall be dismissed from the Program in accordance with the dismissal procedures set forth below.

Dismissal

If a student is deemed ineligible to participate in the College Credit Plus Program, they will be dismissed from the Program. The Superintendent shall notify the ineligible student, the student's parents, and each IHE in which the student is enrolled of the student's dismissal. The ineligible student and their parents shall also be notified that the student shall not take any college courses through the Program following the student's dismissal.

If the student had registered for more than one (1) college course for the next term prior to being dismissed from the Program, the student shall request each IHE in which the student is enrolled to dis-enroll the student from the Program.

If the student fails to dis-enroll following the student's dismissal from the Program, the Superintendent shall immediately notify the student and the student's parents that the student shall assume responsibility for any and all tuition, fees, and costs for textbooks for any courses from which the student was required to dis-enroll. In this notification, the student and their parents shall also be advised that the Superintendent shall extend/continue the student's dismissal from the Program for an additional term.

Reinstatement

Following one term of dismissal, a student may submit a request to the Superintendent to be reinstated to the College Credit Plus Program. Summer shall only be counted as a term if the student is enrolled in one or more high school courses during the summer. Upon receipt of the reinstatement request, the student's full high school and college academic record will be reviewed to determine whether the student has achieved academic progress and whether the student will be reinstated on probation or without restriction.

Reinstatement on Probation: In order to be reinstated to the College Credit Plus Program on probation, the student must meet the following academic progress criteria:

- A. A minimum high school grade point average of 3.0 for the semester prior to reinstatement.
- B. All financial responsibilities incurred prior and during dismissal period must be resolved.
- C. A minimum attendance rate of ninety-five percent (95%) for the semester prior to reinstatement.

Reinstatement without Restriction: In order to be reinstated without any restrictions, the student must meet the following academic progress criteria:

- A. A minimum college grade point average of 2.0 in college courses taken during the semester the student is reinstated and is on probation.
- B. Student is in good standing at the Institute of Higher Learning.
- C. If applicable, a minimum high school grade point average of 3.0 in high school courses taken during the semester while the student is on probation.

If the student fails to demonstrate academic progress as defined above, the Superintendent shall extend/continue the student's dismissal for an additional term(s). During the dismissal period, the student shall remain ineligible to participate in the College Credit Plus Program until academic progress is achieved.

Appeals

Any student who is dismissed from the College Credit Plus Program or prohibited from taking a course in which the student earned a grade of "D" or "F" or for which the student received no credit, may appeal the decision to the Superintendent. The appeal must be filed within five (5) business days after the student is notified of the dismissal or prohibition against taking a course. Upon receiving the appeal, the Superintendent must immediately notify each IHE in which the student is enrolled that the student has filed an appeal.

When reviewing a student's appeal, the Superintendent shall consider any extenuating circumstances separate from the student's academic performance that may have affected or otherwise impacted the student's status in the College Credit Plus Program. After considering such information, the Superintendent may:

- A. allow the student to participate in the Program without restrictions;
- B. allow the student to take a course in which the student earned a grade of "D" or "F" or for which the student received no credit;
- C. allow the student to participate in the Program on probation; or
- D. maintain the student's dismissal from the Program.

The Superintendent shall issue a decision on the student's appeal within ten (10) business days after the date the appeal is filed. The Superintendent's decision shall be final, and the Superintendent shall immediately provide notification of the decision to each IHE in which the student is enrolled.

- A. If the Superintendent decides to continue the student's dismissal from the College Credit Plus Program, and the student is enrolled in an Institution of Higher Education, such IHE shall permit the student to withdraw from all courses in which the student is enrolled without penalty. The Board shall not be required to pay for such courses.
- B. If the Superintendent fails to issue a timely decision after the date the appeal is made, and the student is enrolled in an Institution of Higher Education, such IHE shall permit the student to withdraw from all courses in which the student is enrolled without penalty. If the decision is issued after the IHE's no-fault withdrawal date, the Board shall be required to pay for such courses.

Children of Military Families

Children of military families enrolled in College Credit Plus Program who must withdraw from the program due to their parent's stationing orders shall be provided the option to complete the coursework in an online format, if possible, or withdraw from the program without academic or financial penalty.

Home-Schooled Students

If a home-schooled student participating in the College Credit Plus Program is placed on probation or dismissed from the Program, the parent of the student shall be responsible for notifying each IHE in which the student is enrolled of such probation or dismissal.

General Requirements

The Board will provide information about the College Credit Plus Program prior to February 1st to all students enrolled in grades six (6) through eleven (11) and their parents as outlined in AG 2271. The Board will also promote the College Credit Plus Program on its website, including the details of the Board's current agreements with partnering IHEs.

The Superintendent shall use CCP forms developed by the Chancellor and the Department without modifications unless obtaining prior approval from the Chancellor and the Department.

All students must meet the requirements for participating in the College Credit Plus Program outlined in AG 2271.

The Board may deny high school credit for postsecondary courses any portion of which are taken during the period of a student's expulsion. If the student has elected to receive credit for course(s) toward fulfilling graduation requirements as well as postsecondary credit, that election is automatically revoked for all college courses in which the student enrolled during the college term in which the expulsion is imposed.

When a student is expelled, the Board directs the Superintendent to send written notice of the expulsion to any college in which the expelled student is enrolled under R.C. 3365.03 (Postsecondary Enrollment Options) at the time the expulsion is imposed. This notice shall indicate the date the expulsion is scheduled to expire and that the Board has adopted a policy under R.C. 3313.613 to deny high school credit for postsecondary courses taken during an expulsion. If the expulsion period is later extended, the Superintendent shall notify the college of the extension.

The Board will collect, report, and track program data annually in accordance with data reporting guidelines adopted by the chancellor and the Superintendent of Public Instruction pursuant to R.C. 3365.15.

The Superintendent shall establish the necessary administrative guidelines to comply with State law which will thereafter be properly communicated to both students and their parents. The Superintendent shall also establish guidelines and procedures for the awarding of credit and the proper entry on a student's transcript and other records of the student's participation in a postsecondary program.

Revised 1/15/14

Revised 6/4/15

Revised 1/11/18

Revised 2/7/19

Revised 1/13/22

Revised 6/2/22

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A.C. 3333-1-65.13

R.C. 3313.613, 3345.32, 3365.036, 3365.01 through 3365.09

"Military Selective Service Act," 62 Stat. 604, 50 U.S.C. App. 453, as amended

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Copy of FIELD AND OTHER DISTRICT-SPONSORED TRIPS
Code	po2340
Status	
Adopted	July 5, 2001
Last Revised	June 27, 2002

2340 - FIELD AND OTHER DISTRICT-SPONSORED TRIPS

The Board of Education recognizes that field trips, when used for teaching and learning integral to the curriculum, are an educationally sound and important ingredient in the instructional program of the schools. Properly planned and executed field trips should:

- A. supplement and enrich classroom procedures by providing learning experiences in an environment outside the schools;
- B. arouse new interests among students;
- C. help students relate school experiences to the reality of the world outside of school;
- D. bring the resources of the community - natural, artistic, industrial, commercial, governmental, educational - within the student's learning experience;
- E. afford students the opportunity to study real things and real processes in their actual environment.

For purposes of this policy, a field trip shall be defined as any planned journey by one (1) or more students away from District premises, which is an integral part of a course of study and is under the direct supervision and control of a professional staff member or any advisor as designated by the Superintendent.

Other District-sponsored trips shall be defined as any planned student-travel activity which is approved as part of the District's total educational program and is under the direct supervision and control of a professional staff member or any advisor as designated by the Superintendent.

School personnel shall not accept any form of compensation from vendors that might influence their recommendation on the eventual selection of a location for, or a vendor that will provide transportation to, a field or other District-sponsored trip. Furthermore, school personnel shall not accept any compensation from a vendor after a decision has been made regarding the location for, or a vendor that will provide transportation to, a field or other District-sponsored trip. In addition, school personnel who recommended the location for, or a vendor that will provide transportation to, a field or other district-sponsored trip shall not enter into a contractual arrangement whereby an individual staff member receives compensation in any form from the vendor that operates the venue for, or provides the transportation to, a field or other District-sponsored trip for services rendered.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that a school staff member receives such compensation, albeit unsolicited, from a vendor, the staff member shall notify the Treasurer, in writing, that they/he received such compensation and shall thereafter promptly transmit said compensation to the Treasurer at their/his/her earliest opportunity.

If the agreement with the tour company includes the express requirement that when the School District and its students purchase a specified number of tours, the private tour company will cover the essential expenses for a specified number of school personnel to accompany the student on the trip, the school teachers, administrators, and other public officials and employees could accept the travel expenses from the private tour company. A school teacher would be prohibited from using his/her position to secure free travel, as a chaperone, for a family member, such as a spouse. If a family member were to accompany a teacher on these trips, the teacher or family member would be responsible for covering any expenses (such as airfare, extra lodging charges, and meals) attendant to the family member's travel with the group.

The Superintendent shall approve all trips.

Students will not be charged for the cost of transportation to and from educational field trips on school days. Students may be assessed the cost for transportation to and from educational field trips on non-school days.

The Board shall assume all other costs of curriculum adopted field trips; including, but not limited to, admission fees; no regularly enrolled student shall be charged a fee for participation in field trips which are a part of the District's curriculum guides. Students may be charged such fees, however, for other District-sponsored trips which are not part of a course of study.

In accordance with State law, members of the opposite biological sex are prohibited from sharing overnight accommodations.

Students may be charged reasonable fees, including, but not limited to, admission fees, for student activity field trips, but no student shall be denied participation for financial inability, nor shall nonparticipation be penalized academically.

Students on all District-sponsored trips remain under the supervision of this Board and are subject to its administrative guidelines.

The Board does not endorse, support, or assume liability in any way for any staff member, volunteer, or parent of the District who takes students on trips not approved by the Board or Superintendent. No staff member may solicit students of this District for such trips within the facilities or on the school grounds of the District without Board permission. Permission to solicit neither grants nor implies approval of the trip. Such approval must be obtained in accordance with the District's Administrative Guidelines for Extended Trips.

The Superintendent shall prepare administrative guidelines for the operation of both field and other District-sponsored trips which shall address:

- A. the safety and well-being of students;
- B. parental permission is sought and obtained before any student leaves the District on a trip;
- C. each trip is properly planned, and if a field trip, is integrated with the curriculum, evaluated, and followed up by appropriate activities which enhance its usefulness;
- D. the effectiveness of field trip activities is judged in terms of demonstrated learning outcomes;
- E. each trip is properly monitored;
- F. student behavior while on all field trips complies with the Student Code of Conduct and on all other trips complies with an approved code of conduct for the trip;
- G. provisions have been made for the administration of medication to those students for whom medications are administered routinely while at school;
- H. provisions have been made at the trip destination and in transportation, if and when required to accommodate students and/or chaperones with disabilities
- I. () provisions for the selection of lodging (for overnight trips) that provides a safe and secure environment.

Professional staff members are permitted to make on-site alterations to a trip itinerary.

In any instance in which the itinerary of a trip is altered, the professional staff member in charge shall notify the administrative superior immediately.

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Legal R.C. 3319.90
R.C. 3327.15
A.C. 3301-83-12, 3301-83-16(A)(B)(E)
Auditor of State Bulletin 2000-006

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Copy of SPECIAL EDUCATION
Code	po2460
Status	
Adopted	July 5, 2001
Last Revised	January 12, 2017

2460 - SPECIAL EDUCATION

The Board of Education is committed to providing a free appropriate public education ("FAPE") for children with disabilities between the ages of three (3) and twenty-one (21), inclusive, who have been identified in accordance with applicable State and Federal laws, rules, and regulations. This includes children with disabilities who have been suspended or expelled from school, failed or been retained in a course or grade, and are advancing from grade to grade. It further includes students with disabilities students who are confined to community corrections facilities or juvenile detention centers. The District shall provide students with disabilities the services to which they are entitled pursuant to their individualized education programs ("IEPs") and in accordance with the Operating Standards for Ohio Educational Agencies Serving Children with Disabilities, including Child Find and Evaluation requirements. Students with disabilities who are in adult county jails shall continue to receive FAPE during incarceration subject to their continued eligibility for services and subject to exceptions related to security and safety.

In order to satisfy the requirements of the *Operating Standards for Ohio Educational Agencies Serving Children with Disabilities* ("Ohio Operating Standards"), the Board of Education adopts the model policies and procedures promulgated by the Ohio Department of Education and Workforce ("DEW") Education's Office of Exceptional Children (ODE-OEC), which is incorporated by reference into this policy. While the Special Education Model Policies and Procedures ("Model Policies") issued by the DEWODE-OEC are comprehensive, the document does not include every requirement set forth in the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") ("IDEIA"), the regulations implementing the IDEAIDEIA, the Ohio Operating Standards, the Ohio Revised Code, and/or the Ohio Administrative Code. As such, the Board affirms its obligation to follow these laws and regulations, regardless of whether their provisions are restated in the Model Policies.

Copies of Model Policies and Procedures ~~relevant policies and procedures~~ are available at the office of the Board of Education.

Revised 5/1/03
 Revised 10/1/09
 Revised 2/4/10

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Legal R.C. 3314.19, 3323.02, 3323.05, 3323.07, 3323.051, 3323.08
 A.C. 3301-51-01 et seq., 3301-51-02(F)
 A.C. Chapter 3301-51-02(AF), 3301-51-06
 IDEA, 20 U.S.C. 1400 et seq.
 34 C.F.R. 300.201

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Copy of STUDENT SUPERVISION AND WELFARE
Code	po3213
Status	
Adopted	July 5, 2001
Last Revised	August 4, 2011

3213 - STUDENT SUPERVISION AND WELFARE

Professional staff members shall maintain a standard of care for the supervision, control, and protection of students commensurate with their assigned duties and responsibilities and are expected to establish and maintain professional staff/student boundaries that are consistent with their legal, professional and ethical duty of care for students.

The Superintendent shall maintain and enforce the following standards:

- A. A professional staff member shall report immediately to a building administrator any accident, safety hazard, or other potentially harmful condition or situation ~~the staff members/he~~ detects.
- B. A professional staff member shall provide proper instruction in safety matters as presented in assigned course guides.
- C. Each professional staff member shall immediately report to a building administrator knowledge of threats of violence by students.
- D. A professional staff member shall not send students on any personal errands.
- E. A professional staff member shall not ~~engage in grooming as defined by State law, or otherwise~~ associate or fraternize with students at any time in a manner that may give the appearance of ~~impropriety including impropriety, including~~, but not limited to, the creation or participation in any situation or activity that could be considered abusive or sexually suggestive or involve harmful substances such as illegal drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal prosecution and disciplinary action by the ~~Board, Board~~ up to and including termination of employment.
- F. If a student approaches a staff member to seek advice or to ask questions regarding a personal problem related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc., the staff member may attempt to assist the student by facilitating contact with certified or licensed individuals in the District or community who specialize in the assessment, diagnosis, and treatment of the student's stated problem. However, under no circumstances should a staff member attempt, unless properly licensed and authorized to do so, to counsel, assess, diagnose, or treat the student's problem or behavior, nor should such staff member inappropriately disclose personally identifiable information concerning the student to third persons not specifically authorized by law. ~~Consistent with State law, the staff member shall promptly notify the Director of any such communications with a student so the Director can determine whether a notice needs to be provided to the student's parent pursuant to R.C. 3313.473 and Policy 5780.01 - Parents' Bill of Rights.~~
- G. A professional staff member shall not transport students in a private vehicle without the approval of the ~~Director~~director.
- H. A student shall not be required to perform work or services that may be detrimental to ~~the student's/his/her~~ health.
- I. Staff members shall only engage in electronic communication with students via email, texting, social media, and/or online networking media, such as Facebook, Twitter, YouTube, MySpace, Skype, blogs, etc., when such communication is directly related to curricular matters or co-curricular/extracurricular events or activities with prior approval of the ~~Director~~director.

J. Staff members are prohibited from electronically transmitting any personally identifiable image of a student(s), including video, photographs, streaming video, etc. via email, text message, or through the use of social media and/or online networking media, such as Facebook, Twitter, YouTube, MySpace, Skype, blogs, etc., unless such transmission has been made as part of a pre-approved curricular matter or co-curricular/extracurricular event or activity such as a school-sponsored publication or production in accordance with Policy 5722.

Since most information concerning a child in school, other than directory information described in Policy 8330, is confidential under Federal and State laws, any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the State and Board Policy 8462, each professional staff member shall report to the proper legal authorities immediately, any sign of suspected child abuse or neglect.

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R.C. 2907.071

R.C. 2907.03

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Copy of STUDENT SUPERVISION AND WELFARE
Code	po4213
Status	
Adopted	July 5, 2001
Last Revised	August 4, 2011

4213 - STUDENT SUPERVISION AND WELFARE

Classified staff members shall maintain a standard of care for the supervision, control, and protection of students commensurate with assigned duties and responsibilities and are expected to establish and maintain professional staff/student boundaries that are consistent with their legal, professional and ethical duty of care for students.

The Superintendent shall maintain and enforce the following standards:

- A. Each classified staff member shall report immediately to a building administrator any accident, safety hazard, or other potentially harmful condition or situation ~~the staff members/he~~ detects.
- B. Each classified staff member shall immediately report to a building administrator any knowledge of threats of violence by students.
- C. A classified staff member shall not send students on any personal errands.
- D. A classified staff member shall not ~~engage in grooming as defined by State law, or otherwise~~ associate or fraternize with students at any time in a manner that may give the appearance of ~~impropriety including~~ impropriety, including, but not limited to, the creation or participation in any situation or activity that could be considered abusive or sexually suggestive or involve harmful substances such as illegal drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal prosecution and disciplinary action by the ~~Board, Board~~ up to and including termination of employment.
- E. If a student approaches a classified staff member to seek advice or to ask questions regarding a personal problem related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc., the classified staff member may attempt to assist the student by facilitating contact with certified or licensed individuals in the District or community who specialize in the assessment, diagnosis, and treatment of the student's stated problem. However, under no circumstances should a classified staff member attempt, unless properly licensed and authorized to do so, to counsel, assess, diagnose, or treat the student's problem or behavior, nor should such classified staff member inappropriately disclose personally identifiable information concerning the student to third persons not specifically authorized by law. ~~Consistent with State law, the staff member shall promptly notify the Director of any such communications with a student so the Director can determine whether a notice needs to be provided to the student's parent pursuant to R.C. 3313.473 and Policy 5780.01 - Parents' Bill of Rights.~~
- F. A classified staff member shall not transport students in a private vehicle without the approval of a building administrator.
- G. A student shall not be required to perform work or services that may be detrimental to ~~the student's/his/her~~ health.
- H. Classified staff members shall not engage students in electronic communication via email, texting, social media, and/or online networking media, such as Facebook, Twitter, YouTube, MySpace, Skype, blogs, etc., at any time unless such communication has been specifically authorized by the student's ~~Director~~ director.
- I. Classified staff members are prohibited from electronically transmitting any personally identifiable image of a student(s), including video, photographs, streaming video, etc. via email, texting, social media and/or online networking media, such as Facebook, Twitter, YouTube, MySpace, Skype, blogs, etc.

Since most information concerning a child in school, other than directory information described in Policy 8330, is confidential under Federal and State laws, any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the State and Board Policy 8462, each classified staff member shall report to the proper legal authorities, immediately, any sign of suspected child abuse or neglect.

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Legal

R.C. 2907.03

R.C. 2907.071

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Copy of ELECTRONIC EQUIPMENT
Code	po5136.01
Status	
Adopted	October 1, 2009
Last Revised	February 6, 2025

5136.01 - **ELECTRONIC EQUIPMENT**

While in some instances that possession and use of electronic equipment or devices by a student at school may be appropriate, often the possession and use of such equipment or devices by students at school can have the effect of distracting, disrupting and/or intimidating others in the school environment and leading to opportunities for academic dishonesty and other disruptions of the educational process. Consequently, the Board of Education will supply any electronic equipment or devices necessary for participation in the educational program. Students shall not use or possess any electronic equipment or devices on school property or at any school-sponsored activity without the permission of the director, the classroom teacher, bus driver, and/or advisor/coach.

Examples of prohibited include but are not limited to cameras (photographic and/or video), laptops, tablets (e.g., iPad-like devices), smartphones, e-readers (e.g., Kindle-like devices), personal digital assistants (PDAs), lasers, laser pens or pointers, radios, "boom-boxes", headphones, portable CD/MP3 players, portable TV's, electronic games/toys, pagers/beepers, other paging devices and/or recording devices, or other devices with one- or two-way audio communication technology.

Students are prohibited from using electronic equipment or devices in a manner that may be physically harmful to another person (e.g. shining a laser in the eyes of another student). Further, at no time may any camera or other electronic equipment/device be utilized by a student in a way that might reasonably create in the mind of another person an impression of being threatened, humiliated, harassed, embarrassed, or intimidated. See Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior. In particular, students are prohibited from using a camera or other electronic equipment/device to: (1) transmit material that is threatening, obscene, disruptive, or sexually explicit or that can be construed as harassment or disparagement of others based upon their race, national origin, sex (including sexual orientation/transgender identity), age, disability, religion, or political beliefs; and (2) send, share, view or possess pictures, text messages, e-mails or other materials of a sexual nature (i.e., sexting) in electronic or any other form. Violation of these prohibitions shall result in disciplinary action. Furthermore, such actions will be reported to local law enforcement and child services as required by law.

Students are prohibited from using cameras and other electronic equipment/devices to capture, record or transmit test, information or any other information in a manner constituting fraud, theft, or academic dishonesty. Similarly, students are prohibited from using cameras and other electronic equipment and devices to capture, record or transmit the words (i.e. audio) and/or images (i.e. pictures/video) of any student, staff member or other person in the school or while attending a school-related activity, without express prior notice and explicit consent for the capture and/or recording of such words or images. Using a camera or other electronic equipment/devices to capture, record or transmit audio and/or pictures/video of an individual without the individual's consent is considered an invasion of privacy and is not permitted, unless authorized by the building director. Cameras and electronic equipment/devices are expressly banned from and may not be possessed, activated, or utilized at any time in any school situation where a reasonable expectation of personal privacy exists. These locations and circumstances include but are not limited to locker rooms, shower facilities, restrooms, classrooms, and any other areas where students or others may change clothes or be in any stage or degree of disrobing or changing clothes. The building director has authority to make determinations as to other specific locations and situations where possession of a camera or other electronic equipment/device is absolutely prohibited.

Unauthorized electronic equipment and devices may be confiscated from the student by school personnel and disciplinary action taken.

Any electronic equipment/device confiscated by District staff will be marked in a removable manner with the student's name and held in a secure location in the building's central office until it is retrieved by the parent/guardian. Electronic equipment/devices in District custody will not be searched or otherwise tampered with unless school officials reasonably suspect that the search is required to discover evidence of a violation of the law or other school rules (e.g. a student is observed using a camera in a prohibited area). Any search will be conducted in accordance with Policy 5771 – Search and Seizure.

Students are personally and solely responsible for the care and security of any electronic equipment or devices they bring to school. The Board assumes no responsibility for theft, loss, damage, or vandalism to electronic equipment and devices brought onto its property, or the unauthorized use of such devices.

Accessing and Monitoring School-Issued Devices and Accounts

While students have no right or expectation of privacy when using District technology resources, the District and ~~third-party~~ ~~third-party~~ technology providers that provide services through a contract with the District are prohibited by State law from electronically accessing or monitoring certain features on school-issued devices provided to students unless a legally permissible exception exists. School-issued devices are defined as any hardware, software, devices, or accounts that a School District provides to an individual student for ~~dedicated student use~~ ~~that student's personal use~~. The prohibited features include location-tracking features of a school-issued device, audio or visual receiving, transmitting, or recording features of a school-issued device, and student interactions with a school-issued device including, but not limited to, keystrokes and web-browsing activity.

"Student" means an individual currently enrolled in the District in any of grades kindergarten through twelve (12).

However, the District and ~~third-party~~ ~~third-party~~ providers are permitted to access and monitor student devices in the following circumstances:

- A. The activity is limited to non-commercial educational purposes for instruction, technical support, or exam proctoring by School District employees, student teachers, staff contracted by ~~the~~ District, a vendor, or the Department of Education and Workforce ("DEW"); and notice is provided in advance;
- B. The activity is permitted under a judicial warrant or subpoena unless otherwise prohibited by State or Federal law;
- C. The District or a technology provider is notified or becomes aware that the device is missing or stolen;
- D. The activity is necessary to prevent or respond to a threat to life or safety, and the access is limited to that purpose;
- E. The activity is necessary to comply with Federal or State law; and
- F. The activity is necessary to participate in Federal or State funding programs.

Annually, the Board provides notice to parents and guardians of enrolled students that it generally monitors student devices in one (1) or more of the permitted circumstances. In the event that one (1) of the permissible circumstances listed in B, C, or D above prompts access to a student's device and the District initiates responsive action, the District will notify parents in writing within seventy-two (72) hours of accessing the device. The notice will include an explanation of the circumstances which prompted the access, what features were accessed, and a description of the threat posed, if applicable. ~~This notice is not required at any time when the notice would pose a threat to life or safety. If the notice itself would cause a threat to life or safety, the District will provide the notice within seventy two (72) hours after the threat has ceased.~~

A contract entered into between a school district and a county board of developmental disabilities, educational service center, joint vocational school district, another school district, or an information technology center for services, including the general monitoring or access of school-issued devices, shall indicate which entity is responsible for providing notice under this section.

Revised 1/11/18

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R.C. 3319.325, 3319.326, 3319.327

Book Policy Manual
Section Policies for Board Approval 43-2
Title Special Update - March 2025 New/Revised/Clean RELEASED TIME FOR RELIGIOUS INSTRUCTION DURING THE SCHOOL DAY
Code po5223
Status

New/Revised/Clean Policy - Special Update

5223 - RELEASED TIME FOR RELIGIOUS INSTRUCTION DURING THE SCHOOL DAY

The Board of Education desires to cooperate with those parents who wish to provide for religious instruction for their children but also recognizes its responsibility to enforce the attendance requirements of the State.

Students shall may be provided "released time" during the school day from school to attend a course in religious instruction conducted by a private entity off District property, provided that the following requirements are met, such students will not be considered absent when the:

- A. student's parent or guardian gives consent in writing;
- B. sponsoring entity maintains attendance records and makes them available to the District;
- C. sponsoring entity provides and assumes liability for the student; and
- D. student assumes responsibility for any missed school work.

Transportation of students to and from released time Released Time instruction is the complete responsibility of the sponsoring entity, the parent, guardian, and/or student. The Board of Education, its members, and employees are immune from liability for any injuries arising from transportation to and from released time Released Time instruction. Further, no Board funds will be expended for, and no District personnel shall be involved in, the provision of religious instruction.

The District shall collaborate with a sponsoring entity to identify a time for religious instruction to be offered during the school day prior to establishing release time(s) for religious instruction.

Students shall not be excused from a core curriculum subject course to attend released time Released Time instruction. The Board deems all graded courses to be core curriculum including, but not limited to, courses that have State-approved learning standards. **[END OF OPTION]**

[OPTION]

High school students may earn up to two (2) units of high school credit for coursework completed during released time Released Time instruction. Such credits may substitute for credits required pursuant to R.C. 3313.603(C)(8).

The Board will evaluate the course based on secular criteria including, but not limited to:

- A. the number of hours of instructional time;
- B. a review of the course syllabus that reflects course requirements and materials used;
- C. the assessment methods used in the course; and
- D. the instructor's qualifications, which shall be similar to the qualification of other teachers in the District.

The decision as to whether to provide credit for a specific released time Released Time religious instruction course will be neutral as to religious content and will not involve any test for religious content or denominational affiliation.

[END OF OPTION]

[] [OPTION]

Released time instruction will be limited to _____ [ENTER NUMBER] day(s) per school _____ [QUARTER, SEMESTER, YEAR, ETC.], as established by the Superintendent, and shall not exceed _____ [ENTER AMOUNT] minutes, inclusive of travel. [END OF OPTION] [DRAFTING NOTE: It is imperative that you first collaborate with any sponsoring entity's representatives before making a final decision on establishing release time(s).]

[] [OPTION]

It is the responsibility of any private entity providing religious instruction during release time from the school day to annually submit to the Board an acknowledgment that it has completed criminal background checks on all instructors and volunteers engaged in a course in religious instruction and certifying that no such individual has a criminal conviction which would otherwise prevent them from being employed with an Ohio public school district. In addition, the acknowledgment will include an affirmation by the private entity of its ongoing obligation to complete and maintain such checks on all such instructors and volunteers if/when staffing changes. The District will not release students to a private entity for religious instruction release time if the entity fails to provide the acknowledgment and/or to satisfactorily complete follow up criminal background checks as needed.

[END OF OPTION]

[] [OPTION]

Any private entity providing religious instruction during the school day must agree that it will not provide participating students with any materials, snacks, clothing, candies, trinkets, or other items for their return to school. Any failure to adhere to this prohibition will result in a rescission of the permission of the private entity to receive students from the District unless or until such time as the District is provided assurances that such activities will be discontinued. [END OF OPTION]

DRAFTING NOTE: Presently, there are no real guidelines provided for boards of education relative to this (now) mandatory policy. Circumstances will vary from district to district. However, the more "restrictive" your district wishes to become relative to released time for religious instruction (including the statutory option for criminal background checks), the more involved (entangled) you are likely to become with the private entity. For example, some districts may choose to include a review of the entity's policies on harassment, procedures for special needs students, and/or the finances of that organization, etc. We strongly urge boards to carefully consider these dynamics and to access board counsel to review the various implications presented here as representatives of a least one (1) sponsoring entity have indicated an intent to litigate First Amendment and other issues pertaining to restrictive language and options in this policy. The law is unsettled and the mandating legislation is ambiguous and without substantive guidance.]

Staff members shall not promote or discourage participation in release time programs for any religious instructional program.

Nothing herein shall constitute an endorsement of religion or infringe upon an individual's First Amendment rights.

R.C. 3313.6022

Attorney General's Opinion 88-001

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R.C. 3313.6022

Attorney General's Opinion 88-001

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Copy of USE OF MEDICATIONS
Code	po5330
Status	
Adopted	July 5, 2001
Last Revised	January 11, 2024

5330 - USE OF MEDICATIONS

The Board of Education shall not be responsible for the diagnosis and treatment of student illness. With the exception of diabetes care covered under Policy 5336, the administration of prescribed medication and/or medically-prescribed treatments to a student during school hours will be permitted only when failure to do so would jeopardize the health of the student, the student would not be able to attend school if the medication or treatment were not made available during school hours, or if the child is disabled and requires medication to benefit from the educational program.

For purposes of this policy, "medication" shall include all medicines including those prescribed by a licensed health professional authorized to prescribe drugs and any nonprescribed (over-the-counter) drugs, preparations, and/or remedies. "Over-the-counter drug" means a drug, as defined in section 4729.01 of the Revised Code, that may be legally sold without a prescription and that is administered without the instruction of a prescriber. "Prescription drug" means a drug, as defined in section 4729.01 of the Revised Code, that is to be administered pursuant to the instructions of the prescriber, whether or not required by law to be sold only upon a prescription. "Treatment" refers both to the manner in which a medication is administered and to healthcare procedures which require special training, such as catheterization.

Before any prescribed medication or treatment may be administered to any student during school hours, the Board shall require the written prescription from a licensed health professional authorized to prescribe drugs accompanied by the written authorization of the parent (see Form 5330 F1). Before any ~~over-the-counter nonprescribed~~ medication or treatment may be administered, the Board shall require the prior written consent of the parent along with a waiver of any liability of the District for the administration of the medication (see Form 5330 F1a and Form 5330 F1b). These documents shall be kept in the office of the student services and made available to the persons designated by this policy as authorized to administer medication or treatment. No student is allowed to provide or sell any type of over-the-counter medication to another student. Violations of this rule will be considered violations of Policy 5330 - Drug Prevention and of the Student Code of Conduct/Discipline Code.

~~For prescription drugs, only~~ Only medication in its original container; labeled with the date, if a prescription; the student's name; and exact dosage will be administered. ~~Over-the counter drugs must be provided and maintained in the original manufacturer's packaging.~~ The Superintendent shall determine a location in each building where the medications to be administered under this policy shall be stored, which shall be a locked storage place unless the medications require refrigeration in which case they shall be stored in a refrigerator in a place not commonly used by students, and unless the medication to be administered is ~~seizure or diabetes medication, which may be kept in an easily accessible location () as determined by the Director [END OF OPTION] pursuant to this Policy and/or Policy 5336~~ ~~diabetes medication, which must be kept in an easily accessible location pursuant to Policy 5336.~~

Parents may administer medication or treatment, with the exception of diabetes care covered under Policy 5336.

Additionally, students may administer medication or treatment to themselves, if authorized in writing by their parents and a licensed health professional authorized to prescribe drugs but only in the presence of a designated school employee with the exception of students authorized to attend to their diabetes care and management pursuant to Policy 5336.

However, students shall be permitted to carry and use, as necessary, an asthma inhaler/other emergency medication(s), provided the student has prior written permission from their parent and physician and has submitted Form 5330 F3, Authorization for the Possession and Use of Asthma Inhalers/Other Emergency Medication(s), to the director and any school nurse assigned to the building.

Additionally, students shall be permitted to carry and use, as necessary, an epinephrine autoinjector to treat anaphylaxis, provided the student has prior written approval from the prescriber of the medication and the student's parent/guardian, if the student is a minor, and has submitted written approval (Form 5330 F4, Authorization for the Possession and Use of Epinephrine Autoinjector (epi-pen)) to the director and any school nurse assigned to the building. The parent/guardian or the student shall provide a back-up dose of the medication to the director or school nurse. This permission shall extend to any activity, event, or program sponsored by the school or in which the school participates. In the event epinephrine is administered by the student or a school employee at school or at any of the covered events, a school employee shall immediately request assistance from an emergency medical service provider (911). Students with diabetes authorized to attend to their diabetes care and management may do so in accordance with Policy 5336.

Students may possess a drug prescribed to the student to prevent the onset of a seizure or to alleviate the symptoms of a seizure, provided that the student has prior written approval from the student's physician, and if the student is a minor, the written approval of the student's parent or guardian (Form 5330 F5 - Authorization for the Possession and Use of Seizure Medications). Copies of the written approvals must be provided to the Director and any school nurse assigned to the building. This permission shall extend to any activity, event, or program sponsored by the school or in which the school participates.

Students shall be permitted to possess and self-administer over-the-counter topical sunscreen products while on school property or at a school-sponsored event.

With the exception of diabetes care covered under Policy 5336, only employees of the Board who are licensed health professionals or who have completed a drug administration training program conducted by a licensed health professional and are designated by the Board may administer prescription drugs to students in school.

With the exception of diabetes care covered under Policy 5336, provided they have completed the requisite training, the following staff are authorized to administer prescription and over-the-counter medication and treatment to students:

A. school nurse

B. others as designated by student's IEP and/or 504 plan

Individuals who administer medications designed to prevent the onset of seizures or alleviate the symptoms of a seizure will receive training regarding the circumstances under which the drug is to be administered to the student and how it should be administered. They will also receive a copy of the written approval issued by the student's physician.

Students who may require administration of an emergency medication may have such medication in their possession upon written authorization of their parent(s) and physician or, such medication, upon being identified as aforementioned, may be stored in the student services office and administered in accord with this policy and Policy 5336.

Students who are experiencing an apparent opioid-related drug overdose may be administered Naloxone (Narcan) by the school nurse, or a trained school employee, volunteer, or contractor, to a student or other individual on school grounds in accordance with Board policy and AG 5330.05. Emergency services will be contacted as soon as is practicable. A designated staff member will also promptly notify the student's parent/guardian.

The Superintendent shall prepare administrative guidelines, as needed, to address the proper implementation of this policy.

Revised 2/5/04

Revised 1/4/07

Revised 6/28/07

Revised 3/1/12

Revised 2/5/15

Revised 1/11/18

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R.C. 3313.712, 3313.713, 3313.716, 3313.718, 3313.7110, 3313.7117, 4729.01

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Copy of STUDENT MENTAL HEALTH AND SUICIDE PREVENTION
Code	po5350
Status	
Adopted	July 5, 2001
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5350 - ~~STUDENT MENTAL HEALTH,~~ **WELL-BEING,** ~~AND SUICIDE PREVENTION~~

The Board of Education recognizes the importance of addressing the emotional and physical safety of students and staff in order to create and maintain safe and supportive learning environments. Comprehensive mental health and wellness initiatives are key to providing that students are in school, healthy, ready to learn, and prepared for success that mental health conditions and self-injury are problems of increasing severity among children and adolescents. A student who suffers from a mental health condition such as depression and who has attempted self-injury poses a danger both to himself/herself and to other students.

The District's comprehensive mental health and wellness initiatives will include supports and services that promote:

- A. Positive school climate;
- B. Social skills;
- C. Mental health and well-being;
- D. Support for students and staff; and
- E. Trauma-informed and restorative practices.

The District shall implement specific strategies to promote school safety, including student instruction, anonymous reporting systems, threat assessment teams, emergency management plans, and staff training.

In accordance with law, the Board will provide appropriate instruction to all students in grades Kindergarten through six (6) on the nutritive value of foods, the harmful effects of and legal restrictions on the use of drugs of abuse, alcoholic beverages, and tobacco, including electronic smoking devices. The Board shall also provide training on personal safety, sexual abuse prevention, and assault prevention to all students in grades Kindergarten through six (6) ~~K-6~~.

The Board will also provide developmentally appropriate training for grades seven (7) through twelve (12) in dating violence prevention education and sexual violence prevention education. The training will include instruction in recognizing dating violence warning signs and characteristics of a healthy relationship.

Students will receive health education instruction that includes instruction about prescription opioid abuse and prevention. An emphasis will be placed on the prescription drug epidemic and the connection between prescription opioid abuse and addiction to other drugs, such as heroin. Instruction will also be provided on the process of making an anatomical gift, with an emphasis on the life-saving and life-enhancing effects of organ and tissue donation.

~~The~~ Additionally, beginning in the 2023-2024 school year, the District will include in health education at least one (1) hour (or a standard class period) of evidence-based instruction for students in grades six (6) through twelve (12) ~~6-12~~ in each of the following topics:

- A. suicide awareness and prevention;
- B. safety training and violence prevention; and
- C. social inclusion.

The Board shall use an approved, evidence-based program to meet these requirements a training program that is approved by the Ohio Department of Education (ODE). Instruction may be provided in health education or in another subject, during student assemblies, through digital learning, and homework assignments to satisfy the instruction requirement. Upon written request of a parent/guardian, a student will be excused from instruction in these areas.

All school personnel should be alert for students who exhibit signs of unusual mental health-related behavior or who threaten or attempt self-injury or suicide. Any such signs or the report of such signs from another student or staff member should be taken with the utmost seriousness.

Staff Training

In accordance with Policy 8462, mental health employees, counselors, teachers, administrators, school psychologists, school nurses, and other designated staff shall receive professional development training in accordance with the Board-adopted curriculum that includes the risk factors, warning signs, and resources regarding youth suicide awareness and prevention at least every two (2) years.

~~Additional professional development training in youth suicide risk assessment and intervention shall be provided to mental health employees, counselors, teachers, administrators, school psychologists, and school nurses.~~

The Board shall adopt or adapt an evidence-based awareness and prevention curriculum approved by the Ohio Department of Education and Workforce ("DEW") (ODE), or alternatively will utilize a suicide awareness and prevention curriculum that has been developed in consultation with public or private agencies/persons involved in youth suicide awareness and prevention and that has been approved by the DEWODE.

The Superintendent shall develop and implement administrative guidelines whereby members of the professional staff understand how to use an intervention procedure which includes the following:

Step 1 - Stabilization

Step 2 - Assessment of the Risk

Step 3 - Use of Appropriate Risk Procedure

Step 4 - Communication with Appropriate Parties

Step 5 - Follow-up

Throughout any intervention, it is essential that Board policies and District guidelines regarding confidentiality be observed at all times.

Revised 6/4/15

Revised 12/5/19

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Legal R.C. 3301.221, 3313.60, 3319.073
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Book	Policy Manual
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Revised Replacement Policy - Vol. 43, No. 2

5610 - REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS

The Board of Education recognizes that exclusion from the educational program of the schools, whether by emergency removal, out-of-school suspension, expulsion, or permanent exclusion, is the most severe sanction that can be imposed on a student in this District, and one that cannot be imposed without due process. However, the Board has zero tolerance of violent, disruptive, or inappropriate behavior by its students.

No student is to be removed, suspended out-of-school, expelled, and/or permanently excluded unless their behavior represents misconduct as specified in the Student Code of Conduct/Student Discipline Code approved by the Board () and/or the student's actions pose imminent and severe endangerment to the health and safety of other students or employees. The Code shall also specify the procedures to be followed by school officials when implementing such discipline. In determining whether a student is to be suspended or expelled, District administrators shall use a preponderance of evidence standard. In addition to the procedural safeguards and definitions set forth in this policy and the student/parent handbook, additional procedures and considerations shall apply to students identified as disabled under the IDEA, ADA, and/or Section 504 of the Rehabilitation Act of 1973. (See Policy 5605 - Suspension/Expulsion of Students with Disabilities)

Students may be subject to discipline for violation of the Student Code of Conduct/Student Discipline Code even if that conduct occurs on property not owned or controlled by the Board but where such conduct 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 District official or employee, or the property of such official or employee.

For purposes of this policy and the Student Code of Conduct/Student Discipline Code, the following shall apply:

- A. "Emergency removal" shall be the exclusion of a student who poses a continuing danger to District property or persons in the District or whose behavior presents an ongoing threat of disrupting the educational process provided by the District. (See Policy 5610.03 - Emergency Removal)
- B. "Suspension" shall be the temporary exclusion of a student by the Superintendent, Director, Assistant Director, or any other administrator from the District's instructional program for a period not to exceed ten (10) school days. Suspension shall not extend beyond the current school year if, at the time a suspension is imposed, fewer than ten (10) days remain in the school year.

The Superintendent may instead require a student to participate in a community service program or another alternative consequence for a number of hours equal to the remaining part of the period of the suspension. The student shall be required to begin such community service program or alternative consequence during the first full week day of summer break.

In the event the student fails to complete the required community service or the assigned alternative consequence, the Superintendent may determine the next course of action. Such course of action, however, shall not include requiring the student to serve the remaining time of the suspension at the beginning of the following year.

The procedures for suspension are set forth in the Student Code of Conduct/Student Discipline Code and Policy 5611 - Due Process Rights.

A student who is suspended shall be permitted to complete any classroom assignments missed because of the suspension and receive at least partial credit for a completed assignment. Grade reductions on account of the student's suspension are permitted; however, no student may receive a failing grade on a completed assignment solely on account of the student's suspension.

The grade for a completed classroom assignment missed because of a suspension may be reduced up to twenty-five (25%). **Such reduction cannot result in an automatic failure on an otherwise perfect score assignment.**

- C. "Expulsion" shall be the exclusion of a student from the schools of this District for a period not to exceed the greater of eighty (80) school days or the number of school days remaining in a semester or term in which the incident that gives rise to the expulsion takes place or for one (1) year as specifically provided in this policy and the Student Code of Conduct/Student Discipline Code. Only the Superintendent may expel a student. The procedures for expulsion are set forth in the Student Code of Conduct/Student Discipline Code and Board Policy 5611 - Due Process Rights.

When making a determination whether or not a student will be expelled or permanently excluded under this policy, the Superintendent shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315 - Information Management (i.e. "Litigation Hold")) created and/or received as part of an investigation.

The documents, ESI, and electronic media (as defined in Policy 8315) shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

1. **Firearm or Knife**

Unless a student is permanently excluded from school, the Superintendent shall expel a student from school for a period of one (1) year for bringing a firearm or knife capable of causing serious bodily injury to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, an interscholastic competition, an extra-curricular event, or any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except that the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. Similarly, the Superintendent shall expel a student from school for a period of one (1) year for possessing a firearm or knife capable of causing serious bodily injury at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, an interscholastic competition, an extra-curricular event, or any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. The expulsion may extend, as necessary, into the school year following the school year in which the incident that gives rise to the expulsion takes place. The Superintendent shall refer any student expelled for bringing a firearm (as defined in 18 U.S.C. 921(a)(3)) or weapon to school to the criminal justice or juvenile delinquency system serving the District.

A firearm is defined as any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, or any destructive device. A destructive device includes, but is not limited to, any explosive, incendiary, poison gas, bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive or incendiary charge of more than one-quarter (1/4) ounce, mine, or other similar device.

A knife capable of causing serious bodily injury is defined as any weapon or cutting instrument consisting of a blade fastened to a handle; a razor blade; or any similar device (including sharp, metal martial arts weapons such as ninja throwing stars) that is used for, or is readily capable of, causing death or serious bodily injury.

The Superintendent may, in their sole judgment and discretion, modify or reduce such expulsion, in writing, to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

- a. applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);
- b. the degree of culpability given the age of the student and its relevance to the misconduct and/or punishment and/or evidence regarding the probable danger posed to the health and safety of others, including evidence of the student's intent and awareness regarding possession of the firearm or knife

capable of causing serious bodily injury; and/or

- c. the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

[] The reinstatement of a student who is expelled for bringing a firearm to school is subject to the reinstatement process summarized in Section (C)(4) of this policy.

2. Violent Conduct

If a student commits an act at school, on other school property, at an interscholastic competition, extra-curricular event, or any other school program or activity and the act:

- a. would be a criminal offense if committed by an adult;
- and
- b. results in serious physical harm to person(s) as defined in R.C. 2901.01(A)(5) or to property as defined in R.C. 2901.01(A)(6)

the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in their sole judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

- a. applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);
- or
- b. other extenuating circumstances including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

If at the time of the expulsion there are fewer days remaining in the school year than the number of days of the expulsion, the Superintendent may apply any or all of the remaining period to the following school year.

3. Bomb Threats

If a student makes a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat, the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in their sole judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by-case basis, for the following reasons:

- a. for students identified as disabled under the IDEA, ADA, and Section 504 of the Rehabilitation Act of 1973, upon recommendation from the group of persons knowledgeable of the student's educational needs;
- or
- b. other extenuating circumstances including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

If at the time of the expulsion there are fewer days remaining in the school year than the number of days of the expulsion, the Superintendent may apply any or all of the remaining period to the following school year.

4. **Imminent and Severe Endangerment to Health and Safety of Students or Employees**

The term "imminent and severe endangerment" means any of the following actions taken by a student:

- a. Bringing a firearm or a knife capable of causing severe bodily harm to a school operated by the Board or other property owned or controlled by the Board, or to any interscholastic competition, extra-curricular event, or any other program or activity sponsored by the School District or in which the District is participating;
- b. Committing an act that is a criminal offense when committed by an adult and that results in serious physical harm to persons as defined in R.C. 2901.01(A)(5) or to property as defined in R.C. 2901.01(A)(6) while the student is at a school operated by the Board, on property owned or operated by the Board, or at any other program or activity that is sponsored by the District or in which the District is participating;
- c. Making a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat; or
- d. Making an articulated or verbalized threat, including a hit list, threatening manifesto, or social media post, that would lead a reasonable person to conclude that the pupil poses a serious threat.

The Superintendent may expel a student for up to 180 school days for actions that the Superintendent determines pose imminent and severe endangerment to the health and safety of other students or school employees regardless of whether the actions qualify for permanent exclusion.

Upon expelling a student for actions that pose imminent and severe endangerment to others, the Superintendent will develop conditions that the student must satisfy before the student may be reinstated. A copy of the conditions will be provided to the Board, the student, and the student's parent/guardian at the beginning of the expulsion period. One of the conditions shall be an assessment that is performed by a licensed psychiatrist, psychologist, or school psychologist employed or contracted by the District to determine whether the student poses a danger to themselves, other students, and/or school employees. The District and the student's parent/guardian will mutually agree on the individual who will conduct the assessment. If the individual is not employed by the District, the cost of the assessment shall be referred for payment through the student's health insurance. Any remaining costs not covered by the student's insurance will be paid by the District. If the individual is employed or contracted by the District, the District will pay the full cost of the assessment. In addition to including a determination of whether the student poses a danger to themselves or others, the psychiatrist, psychologist, or school psychologist may also make recommendations for the contingent conditions for the student's reinstatement.

At the end of the initial expulsion term or any subsequent term, the Superintendent will determine whether the student has demonstrated sufficient rehabilitation to be reinstated to school. If the Superintendent determines the student has not demonstrated such rehabilitation, then the Superintendent may extend the expulsion for an unlimited number of additional periods of up to ninety (90) school days each. The Superintendent shall make the determination about whether the student has demonstrated rehabilitation in consultation with a multidisciplinary team selected by the Superintendent. The Superintendent will take into consideration the assessment of the psychiatrist, psychologist, or school psychologist and whether or not the student met the conditions developed by the Superintendent at the beginning of the expulsion period. If the Superintendent extends the expulsion period, the Superintendent shall develop conditions for the pupil to satisfy prior to reinstatement. The conditions may be the same as those developed for the initial term of expulsion. A copy of the conditions shall be provided to the Board, the student, and the student's parent/guardian.

The Superintendent may extend the initial or subsequent term of expulsion into the next school year. The Superintendent may also reduce the expulsion as necessary on a case-by-case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in their sole judgment and discretion, reduce such expulsion to a period of less than 180 school days for the initial term, or less than ninety (90) school days for any additional term, on a case-by-case basis, for the following reasons:

- a. for students identified as disabled under the IDEA, ADA, and Section 504 of the Rehabilitation Act of 1973, upon recommendation from the group of persons knowledgeable of the student's educational

needs; or

- b. other extenuating circumstances including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

Prior to the end of the initial expulsion term or any extension, the student's parent/guardian may request that the Superintendent complete an early assessment of the student. The Superintendent will assess the student and make a determination of whether the student meets the requirements for reinstatement as outlined in this section. The Superintendent will rely on the reasons permitted for the reduction of an expulsion term outlined in this section to determine whether the student may be reinstated before the end of the current expulsion term. A parent/guardian may request an early assessment one (1) time for the initial, and one (1) time for any subsequent expulsion term.

The Superintendent is authorized to develop contingent conditions for a student's reinstatement. The conditions may include the conditions developed for the original expulsion term as well as any recommendations made by the psychiatrist, psychologist, or school psychologist who assesses the student under this section. The Superintendent will establish a duration under which the student must meet the contingent conditions, which may extend to the student's graduation date. The Superintendent will provide a copy of these conditions to the Board, the student, and the student's parent/guardian when the Superintendent makes the decision to reinstate the student. If the student fails to adhere to the contingent conditions, the Superintendent may revoke the student's reinstatement and establish an extended expulsion period under the same process as outlined in this section.

For students who do not have an individualized education plan ("IEP"), the Superintendent shall, in consultation with the student and parent/guardian, develop a plan for the continued education of the student. This may include education by the District in an alternative setting such as home instruction, enrollment in another district, enrollment in another type of public or nonpublic school, or any other form of instruction that complies with state law. The plan will be developed no later than fifteen (15) school days after the beginning of the original expulsion period or any extension. For students who have an IEP, the Superintendent will also consult with the student's IEP team in developing the plan, and the plan will be developed within ten (10) school days after the beginning of the original expulsion period or any extension.

The Board will provide the Department of Education and Workforce ("DEW") records of each expulsion issued under this section, as well as any changes to the student's expulsion status. The records will not include the name of the student, but will include the following:

- a. the name of the student's school;
- b. the reason(s) for the student's expulsion;
- c. the duration of the student's expulsion and any extensions of the expulsion;
- d. the total number of students expelled by the District in the school year as of the date of the report; and
- e. the student's age, gender, race, and other demographic information requested by DEW.

The District will provide records of an expulsion issued under this section if requested by any other district or school to which the student transfers. These records may not be withheld due to any outstanding debt attributed to the student.

The Board will establish guidelines for appropriate conditions that the Superintendent may develop pursuant to this section.

The Superintendent will develop a list of alternative educational options for students who are expelled under this section.

D. "Permanent exclusion" shall mean the student is banned forever from attending a public school in the State of Ohio. (See Policy 5610.01 - Permanent Exclusion of Nondisabled Students)

If a student is expelled for more than twenty (20) school days or for any period of time that extends into the next school year, the Superintendent shall provide the student and the student's parents with the names, addresses, and telephone numbers of those public or private agencies in the community which offer programs or services that help to rectify the

student's behaviors and attitudes that contributed to the incident(s) that caused the expulsion.

If the Superintendent determines that a student's behavior on a school vehicle violates school rules, the Superintendent may suspend the student from school bus-riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior. Any such suspension must comply with due process and the Student Code of Conduct/Student Discipline Code.

The Board authorizes the Superintendent to provide options to suspension/expulsion of a student from school which may include alternative educational options.

The Superintendent shall initiate expulsion proceedings against a student who has committed an act that warrants expulsion under Board policy even if the student withdraws from school prior to the hearing or decision to impose the expulsion. The expulsion must be imposed for the same duration it would have been had the student remained enrolled.

The Board may temporarily deny admittance to any student who has been expelled from the schools of another Ohio district or an out-of-state district if the student's expulsion period set by the other district has not expired. The expelled student shall first be offered an opportunity for a hearing. This provision also applies to a student who is the subject of a power of attorney designating the child's grandparent as the attorney-in-fact or caretaker authorization affidavit executed by the child's grandparent and is seeking admittance into the schools of this District in accordance with Policy 5111.

The Board may temporarily deny admittance to any student who has been suspended from the schools of another Ohio district if the student's suspension period set by the other district has not expired. The suspended student shall first be offered an opportunity for a hearing.

When a student is expelled from this District, the Superintendent shall send written notice to any college in which the expelled student is enrolled under the College Credit Plus Program at the time the expulsion is imposed. The written notice shall indicate the date the expulsion is scheduled to expire and that the Board has adopted a provision in Policy 2271 under R.C. 3313.613 to deny high school credit for College Credit Plus courses taken during an expulsion.

If the expulsion is extended, the Superintendent shall notify the college of the extension.

A copy of this policy is to be posted in a central location in each school and made available to students and parents upon request. Key provisions of the policy should also be included in the parent-student handbook.

Revised 1/2/03

Revised 2/5/04

Revised 1/6/05

Revised 6/29/17

Revised 12/6/18

Revised 5/2/19

Revised 12/3/20

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Legal

R.C. 2919.222, 3313.66, 3313.534, 3313.649, 3313.661, 3313.662, 3313.663

R.C. 3313.664, 3313.668, 3321.13(B)(3) and (C), 3327.014

18 U.S.C. Section 921

20 U.S.C. 3351, 20 U.S.C. 7151, 20 U.S.C. 8921

Book Policy Manual
Section Policies for Board Approval 43-2
Title Copy of PARENTAL STATUS OF STUDENTS
Code po5751
Status
Adopted July 5, 2001
Last Revised August 4, 2011

5751 - PARENTAL STATUS OF STUDENTS

The Board of Education is committed to maintaining an education environment that is free from discrimination based on sex or any other protected class factors. No student, whether married or unmarried, who is otherwise eligible to attend school in the District shall be discriminated against or denied participation in an educational program or activity solely because of pregnancy, childbirth, pregnancy-related disabilities, or actual or potential parenthood. Complaints of sex-based discrimination will be addressed pursuant to Board Policy 2260.

[] The Board designates and authorizes the following individual(s) to oversee and coordinate its efforts to comply with Title IX and its implementing regulations:

[INSERT NAME/TITLE]

[INSERT CONTACT INFORMATION]

[END OF OPTION]

Pregnant students and students recovering from childbirth may request reasonable modifications to support their pregnancy-related needs by contacting the () principal () school counselor () school nurse () _____ [END OF OPTIONS]. In the event that a student is unable to attend school due to a pregnancy-related condition, the student will be considered on an excused absence for as long a period as is deemed medically necessary by the student's physician. At the conclusion of the absence, the student shall be reinstated to the same academic and extracurricular status that the student held when the absence began, and shall be afforded an opportunity to make up any work missed while absent.

Lactating students will be provided with a reasonable amount of time to express breast milk during the school day () for up to one (1) calendar year after birth of the child [END OF OPTION]. An appropriate location will be provided that is suitable for expressing breast milk. The location must be shielded from view and not accessible during usage by any other person. The location provided may not be a bathroom. The () school nurse () Principal () _____ [END OF OPTIONS] will develop a schedule for expressing breast milk based on the student's current needs. The schedule will be adjusted as the needs of the lactating student change. Students will be excused from class for scheduled breaks and will be permitted to make up any work missed. The Principal is responsible for notifying staff who may need to excuse the student from class or a scheduled activity to express breast milk.

Students will not be required to submit a doctor's note as a condition of participating in a curricular or extracurricular program or activity unless a doctor's note is required from all students who have a physical or mental condition requiring treatment by a doctor or who have been recently hospitalized for other types of medical conditions.

~~The Board of Education reserves the right to require as a prerequisite for attendance in the regular classes of the District () and the co-curricular program of the District that each pregnant student present to the Superintendent her physician's written statement that such activity will not be injurious to her health nor jeopardize her pregnancy.~~

~~A pregnant student will be considered on an excused absence for so long a period as is deemed medically necessary by the student's physician. At the conclusion of the absence, the student shall be reinstated to the status she held when the absence began.~~

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Legal R.C. 2151.85, 2505.073, 3321.01 et seq.

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Vol. 43, No. 2 - January 2025 New PARENTS' BILL OF RIGHTS
Code	po5780.01
Status	

New Policy - Vol. 43, No. 2

5780.01 - PARENTS' BILL OF RIGHTS

The Board of Education recognizes that parents have a fundamental right to make decisions concerning the upbringing, education, and care of their children and promotes parental involvement in the District's public school system. In addition, parents have certain rights in the school system to know about their student's educational experience. Specific rights are listed in topic areas of these policies.

Sexuality Content/Mental, Emotional, or Physical Health or Well Being/Health Care Services

Definitions:

For purposes of this policy:

"Age-appropriate" and "developmentally appropriate" content refers to activities or items that are generally accepted as suitable for children of the same chronological age or level of maturity or that are determined to be developmentally appropriate for a child, based on the development of cognitive, emotional, physical, and behavioral capacities that are typical for an age or age group.

"Student's mental, emotional, or physical health or well-being" includes, at a minimum, any of the following:

- A. A student's academic performance;
- B. Any significant sickness or physical injury, or any psychological trauma suffered by a student;
- C. Any harassment, intimidation, or bullying, as defined in section 3313.666 of the Revised Code, by or against a student in violation of School District policy;
- D. Any request by a student to identify as a gender that does not align with the student's biological sex;
- E. Exhibition of suicidal ideation or persistent symptoms of depression or severe anxiety, or other mental health issues.

"Sexuality content" means any oral or written instruction, presentation, image, or description of sexual concepts or gender ideology provided in a classroom setting. "Sexuality content" does not mean any of the following:

- A. Instruction or presentations in sexually transmitted infection education, child sexual abuse prevention, and sexual violence prevention education provided under division (A)(5) of section 3313.60 or section 3314.0310 or 3326.091 of the Revised Code;
- B. Instruction or presentations in sexually transmitted infection education emphasizing abstinence provided under section 3313.6011 of the Revised Code;
- C. Incidental references to sexual concepts or gender ideology occurring outside of formal instruction or presentations on such topics, including references made during class participation and in schoolwork.

Sexuality Content and Parental Notification

The Board will ensure that any sexuality content is age-appropriate and developmentally appropriate for the age of the student receiving the instruction, regardless of the age or grade level of the student. The Board will not permit instruction that includes sexuality content in grades kindergarten through grade three (3).

Prior to providing instruction that includes sexuality content or permitting a third party to provide such instruction on behalf of the District, the Board will provide parents the opportunity to review any instructional material that includes sexuality content. Upon request of the student's parent, a student shall be excused from instruction that includes sexuality content and shall be permitted to participate in an alternative assignment.

Student Services/Mental, Emotional, Physical Health or Well-Being/Safe and Supportive Learning Environment and Parental Notification

The Board will promptly notify a student's parent of any substantial change in the student's services, including counseling services or monitoring related to the student's mental, emotional, or physical health or well-being or the school's ability to provide a safe and supportive learning environment for the student. Such notification will be provided by the student's building administration through email and/or telephone conference. The Board will not inhibit parental access to the student's education and health records maintained by the school.

School District personnel will not directly or indirectly encourage a student to withhold from a parent information concerning the student's mental, emotional, or physical health or well-being, or a change in related services or monitoring.

School District personnel will not discourage or prohibit parental notification of and involvement in decisions affecting a student's mental, emotional, or physical health or well-being.

Procedure for Authorization From Parents for Health Care Services

Authorization of parents must be obtained by the Board prior to providing any type of health care service to students, including physical, mental, and behavioral health care services. Parents may choose whether to authorize the Board to provide a health care service to the parent's child.

To facilitate parental involvement and decision-making on such authorization, at the beginning of each school year, the Board will notify parents of each health care service offered at, or facilitated in cooperation with, their student's school of attendance and of the parent's option to withhold consent or decline any specified service. If granted, parental consent to health care services does not waive the parent's right to access their child/children's educational or health records or to be notified about a change in the student's services or monitoring as set forth herein.

Prior to providing a health care service to a student, the building administration of the student's school of attendance will notify a parent whether the service is required to be provided by the School District under State law and if other options for a student to access the service exist.

[] At the beginning of each school year, the Board will provide an annual notice to parents of known health care services required by the District under State law. **[END OF OPTION]**

These notification requirements do not apply to emergency situations, first aid, other unanticipated minor health care services, or health care services provided pursuant to a student's IEP or the District's obligation under section 504 of the "Rehabilitation Act of 1973," 29 U.S.C. 794.

Process for Resolving Parental Concerns

Parents may file written concerns with the Director or other building administrator of the student's school of attendance regarding any topics addressed in the above Parental Rights and Parental Involvement section of this policy. Parents will be notified at the beginning of each school year of their right to file a written concern. The Director or other building administrator will take steps with parent(s) to resolve the concern within thirty (30) days of receipt of the written concern. If not satisfied with the outcome of the resolution by the Director or building administrator, the parent(s) may appeal a decision at that level to the Superintendent.

If a parent appeals the Director's or building administrator's decision, the Superintendent or the Superintendent's designee will conduct a hearing on the decision. Based on the findings of that hearing, the Superintendent shall decide whether to affirm the Director's or building administrator's decision. If the Superintendent determines not to affirm the decision, the Superintendent shall determine a resolution to the parent's concern and communicate the decision to the parent. A parent may appeal the Superintendent's decision to the Board of Education.

If the Superintendent's decision is appealed, the Board shall review the Superintendent's decision and, if the Board determines it necessary, hold a hearing on the decision and, based on that hearing, either affirm the Superintendent's decision or determine a new resolution to the parent's concern.

Nothing in this policy shall be read to prevent a parent from contacting a member of the Board regarding a concern with the operation of a school under the supervision of the Board of Education.

Parent Right to Inspect Instructional Materials

In addition, parents have the right to inspect any instructional materials used as part of the educational curriculum for their student. Instructional materials means instructional content, regardless of format, that is provided to the student, including printed or representational materials, audio-visual materials, and materials available in electronic or digital formats (such as materials accessible through the Internet). Instructional material does not include academic tests or academic assessments.

The Superintendent shall, in consultation with parents, develop a procedure addressing the right of parents as described herein and procedures to assure timely response to parental requests to review instructional material. The procedure shall also address reasonable notification to parents and students of their rights to review these materials. See AG 9130A and Form 9130 F3.

Right to Inspect Technology Provider Contract

The District shall provide parents and students with an opportunity to inspect a complete copy of each technology provider contract.

This policy shall not supersede any rights under the Family Education Rights and Privacy Act.

R.C. 3109.01, 3313.473, 3319.325, 3319.326
20 U.S.C. 1232h

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Legal R.C. 3109.01, 3313.473, 3319.325, 3319.326
20 U.S.C. 1232h

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Copy of BAD CHECKS
Code	po6151
Status	
Adopted	July 5, 2001
Last Revised	October 1, 2009

6151 - BAD CHECKS

The District has retained the services of eCollect of Ohio, Inc. for collection of "insufficient funds". When the District receives a check from a student or parent that, when deposited, is returned marked "insufficient funds", the Treasurer will forward that check onto eCollect of Ohio, Inc. for collection. The Treasurer reserves the right to collect monies directly from the student or parent at anytime.

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Revised Policy - Vol. 43, No. 2

6151 - ~~INSUFFICIENT FUNDS~~ BAD CHECKS

When the District receives a check which is not honored upon presentation to the respective bank or other depository institution, the Treasurer/CFO is authorized to take appropriate action from a student or parent that, when deposited, is returned marked "insufficient funds", the Treasurer shall provide an opportunity for the payer to make proper payment or to arrange for a satisfactory payment schedule. If payment is not received within ____ (__) [ENTER AMOUNT] days, the payment schedule is not adhered to, or the monies do not appear to be collectable, the Board of Education authorizes the Treasurer to remove the fee or charge from the District's Accounts Receivable and to take appropriate action against the payer student and/or the parents. The payer may be charged any cost charged by the District's banking institution for a returned check.

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Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Copy of VENDOR RELATIONS
Code	po6460
Status	
Adopted	July 5, 2001
Last Revised	February 6, 2025

6460 - VENDOR RELATIONS

The Board of Education shall not enter into a contract knowingly with any supplier of goods or services to this District under which any Board member or officer, employee, or agent of this School District has any pecuniary or beneficial interest, direct or indirect, unless the person has not solicited the contract or participated in the negotiations leading up to the contract. This prohibition shall not prevent any person from receiving royalties upon the sale of any educational material of which that individual is the author and which has been properly approved for use in the schools of this District.

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

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that a Board member or member of the school staff receives such compensation, albeit unsolicited, from a vendor, the Board member or school staff member shall notify the Treasurer, in writing, that they received such compensation and shall thereafter promptly transmit said compensation to the Treasurer at the individual's earliest opportunity.

Employee accrual of personal frequent-flyer miles, hotel "bonus points", credit card "rewards", or any other reward under such affinity programs (including credit points or rewards directed to non-profit organizations) or other merchant "rewards" programs as a result of a District purchase is strictly prohibited.

Nothing herein shall prevent a school employee, who is not in a position to negotiate or authorize a contract with a vendor, from accepting a discount on goods purchased for personal use from a vendor with whom the Board does business (i.e., that has a contract with the Board) provided the vendor (a) extends the same discount to all of its customers and does not limit it to officials and employees of the District, (b) offers a uniform discount to all eligible school officials and employees, without limiting the offer to employees with official duties or responsibilities affecting the vendor's financial interest, and (c) does not offer the discount to school officials and employees in exchange for the performance of their public duties. Board members and/or school personnel who negotiate or authorize a vendor's contract are prohibited from accepting any discount offered by the vendor for their personal use. Such individuals also shall not suggest that the vendor offer an employee discount as part of the public contract.

All sales persons, regardless of the product, shall make contact with the Superintendent's office before contacting any teachers, students, or other personnel of the School District. Purchasing personnel shall not show any favoritism to any vendor. Each order shall be placed in accordance with the policies of the Board on the basis of quality, price, and delivery with past service as a factor if all other considerations are equal.

Requirements for Certain Technology Provider Contracts

Any person or entity who contracts with a School District to provide a school-issued device for dedicated student use and creates, receives, or maintains education educational records pursuant or incidental to its contract with the District must meet certain requirements as outlined in State law. For the purpose of this policy, these individuals/entities are referred to as "technology providers." The term "technology provider" does not include a county board of developmental disabilities, educational service centers, information technology centers, assessment providers, curriculum providers, or a city, local, or exempted village school district that the District contracts with to provide school-issued devices to students unless otherwise indicated.

For the purpose of this policy, the term "school-issued device" includes hardware, software, devices, and accounts that the District or technology provider, at the direction of the District, provides to an individual student for their dedicated student personal use.

As a condition of doing business with the District, technology providers who maintain education educational records as part of their contract to provide school-issued devices are required to comply with Chapter 1347 of the Revised Code to the same extent that the District is with regard to the collection, use, and protection of the records. Upon discovering that any of the District's education educational records are subject to a breach of security, a technology provider must promptly notify the District and provide all of the information that the District needs to notify individuals whose personal information has been compromised as required by R.C. 1347.12. All education educational records created, received, maintained, or disseminated by a technology provider remain the sole property of the District. Unless renewal of the contract is reasonably anticipated, all education educational records must be returned to the District or destroyed using industry-standard destruction protocols within ninety (90) days of the contract's expiration. Technology providers are prohibited from selling, sharing, or disseminating education educational records unless part of a valid delegation or assignment of its contract, or unless State law otherwise authorizes such action. Technology providers may not use education educational records for commercial purposes, including for marketing or advertising goods or services to students or parents. Technology providers may use education educational records which have been stripped of all personally identifiable information for the purposes of improvement, maintenance, development, support, or diagnosis of its site, services, or operations.

All contracts between the District and technology providers must ensure that appropriate industry-recognized security measures are used to safeguard education educational records. Contracts must also include provisions that technology providers will 1) only grant access to education educational records to those employees and contractors who need access to fulfill their official duties; and 2) take measures to restrict unauthorized access of education educational records by employees and contractors.

By August 1st each school year, the District will provide parents and students with direct and timely notice by mail, electronic mail, or another method of direct communication of any contracts the District has with any provider of curriculum, testing, or assessment technology that affects a student's education educational records (including those entities which are not otherwise defined as technology providers under this policy). The notice will:

- A. identify each curriculum, testing, or assessment technology provider with access to education educational records;
- B. identify the education educational records affected by the curriculum, testing, or assessment provider contract;
- C. notify parents and students that they may request an opportunity to inspect a complete copy of any contract with a technology provider; and
- D. provide contact information for the school department or employee that a parent or student should direct any questions or concerns regarding any program or activity that allows curriculum, testing, or assessment technology provider access to a student's education records.

Criminal Background Checks

In accordance with State law and Policy 4121 and Policy 8142 a criminal background check is required of any non-teaching employee, including individuals employed by a private company/vendor under contract with the Board to provide essential school services who will work within the District in a position which does not require a license issued by the State Board of Education, is not for the operation of a vehicle for student transportation, but does involve routine interaction with a child or regular responsibility for the care, custody or control of a child.

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Revised 5/1/08
Revised 2/5/09
Revised 8/4/11
Revised 6/7/12
Revised 3/7/13

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Legal R.C. 2909.33, 3319.321, 3319.325, 3319.326, 3319.391, 3319.392
Auditor's Bulletin 2000-006
Family Educational Rights and Privacy Act, 20 U.S.C. 1232g

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Vol. 43, No. 2 - January 2025 New RESTROOMS, LOCKER ROOMS, SHOWER ROOMS AND CHANGING ROOMS
Code	po7421
Status	

New Policy - Vol. 43, No. 2

7421 – RESTROOMS, LOCKER ROOMS, SHOWER ROOMS AND CHANGING ROOMS

The Board of Education will provide appropriate restrooms, locker rooms, shower rooms, and changing rooms for students, employees, and visitors in accordance with this policy.

Definitions

For purposes of this policy, the following definitions apply:

“Biological sex” means the biological indication of male and female, including sex chromosomes, naturally occurring sex hormones, gonads, and non-ambiguous internal and external genitalia present at birth, without regard to an individual’s psychological, chosen, or subjective experience of gender. A birth record that is issued at or near the time of an individual’s birth may be used to prove the biological sex of an individual.

“Family facility” means a family restroom or shower room that does not have more than one (1) toilet or shower.

“Multi-occupancy facility” means a restroom, locker room, changing room, or shower room that is accessible to multiple individuals at the same time. This term does not include family facilities.

Gender Designation of Multi-occupancy Facilities

The Board will designate for the exclusive use of the male or female biological sex each student restroom, locker room, changing room, or shower room that is accessible by multiple students at the same time which is located in a school building or a facility used by the school for a school-sponsored activity.

The Board will not construct, establish, or maintain a multi-occupancy facility that is open to all genders. However, this policy does not prohibit the Board from constructing, establishing, or maintaining a family facility.

Permissible Access of Multi-occupancy Facilities by the Opposite Biological Sex

An individual of the opposite biological sex may access a multi-occupancy facility in the following circumstances:

- A. A parent, guardian, or family member who is assisting a child under the age of ten (10), or a child under the age of ten (10) who is being assisted by a parent, guardian, or family member;
- B. A person with a disability who is being assisted by another person, or an individual who is assisting a person with a disability;
- C. A school employee whose job duties require them to enter a multi-occupancy facility that is designated for use by the opposite biological sex;
- D. An individual who enters a multi-occupancy facility designated for the use by the opposite biological sex because they reasonably believe that they are responding to a legitimate emergency situation.

Accommodations for Special Circumstances

The Board may provide accommodations at the request of a student due to special circumstances. Accommodations may include the use of single-occupancy facilities or controlled use of faculty facilities.

Violations of this Policy

Any student who willfully enters a multi-occupancy facility designated for use by the opposite biological sex for a purpose other than what is considered permissible pursuant to this policy, and refuses to leave when asked to do so by school personnel, is subject to discipline in accordance with the Student Code of Conduct.

Employees who willfully enter a multi-occupancy facility designated for use by the opposite biological sex for a purpose other than what is considered permissible pursuant to this policy, and refuses to leave when asked to do so by administrative personnel, are subject to discipline, up to and including termination of employment.

[] Any other person who willfully enters a multi-occupancy facility designated for use by the opposite biological sex for a purpose other than what is considered permissible pursuant to this policy, and refuses to leave when asked to do so by school personnel, may be removed from the premises and subject to future restrictions.

R.C. 3319.90

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R.C. 3319.90

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Copy of VIDEO SURVEILLANCE AND ELECTRONIC MONITORING
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Status	
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Last Revised	May 6, 2021

7440.01 - VIDEO SURVEILLANCE AND ELECTRONIC MONITORING

In order to promote student and staff safety, and deter unauthorized access and destructive acts (e.g., theft and vandalism). In order to protect Board property, promote security and protect the health, welfare and safety of students, staff and visitors, the Board of Education authorizes the use of video surveillance and electronic monitoring equipment on school property, and in school buildings and school buses. Information obtained through video surveillance/electronic monitoring may be used to identify intruders and persons breaking the law, Board policy, or the Student Code of Conduct (i.e., it may be used as evidence in disciplinary actions and criminal proceedings).

The monitoring of actions and behavior of individuals who come onto school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school and student property. Video surveillance/electronic monitoring systems serve to complement other means being employed in the District to promote and foster a safe and secure teaching and learning environment for students and staff. The Board recognizes that the use of a video surveillance/electronic monitoring system does not replace the need for the ongoing vigilance of the school staff assigned by the building director to monitor and supervise the school building. Rather, the video surveillance/electronic monitoring system serves as an appropriate and useful tool with which to augment or support the in-person supervision provided by staff. The building director is responsible for verifying that due diligence is observed in maintaining general campus security.

The Superintendent is responsible for determining where to install and operate fixed-location video surveillance/electronic monitoring equipment in the District. The determination of where and when to use video surveillance/electronic monitoring equipment will be made in a nondiscriminatory manner. Video surveillance/electronic monitoring equipment may be placed in common areas in school buildings (e.g., school hallways, entryways, the front office where students, employees and visitors are permitted to freely come and go, gymnasiums, cafeterias, libraries), the school parking lots and other outside areas, and in school buses. Except in extraordinary circumstances and with the written authorization of the Superintendent or Board President, video surveillance/electronic monitoring equipment shall not be used in areas where person have a reasonable expectation of privacy (e.g., restrooms, locker rooms, changing areas, private offices (unless there is express consent given by the office occupant), or conference/meeting rooms), or in individual classrooms during instructional times. Security staff and administrators are authorized to carry and use portable video cameras when responding to incidents. The Board authorizes security personnel to use body-worn video cameras while on duty, but prohibits them from being operated while the individual is routinely patrolling restrooms and locker rooms, unless the staff member is responding to a specific incident.

Any person who takes action to block, move, or alter the location and/or viewing angle of a video camera shall be subject to disciplinary action.

Legible and visible signs shall be placed at the main entrance to buildings and in the areas where video surveillance/electronic monitoring equipment is in use to notify people that their actions/behavior are being monitored/recorded. Additionally, the Superintendent is directed to annually notify parents and students via school newsletters and the Student Handbook, and staff via the Staff Handbook, of the use of video surveillance/electronic monitoring systems in their schools.

Any information obtained from video surveillance/electronic monitoring systems may only be used to support the orderly operation of the School District's schools and facilities, and for law enforcement purposes, and not for any other purposes. As such, recordings obtained through the use of video surveillance/electronic monitoring equipment may be used as evidence in any disciplinary proceedings, administrative proceeding or criminal proceeding, subject to Board policy and regulations. Further, such recordings may become a part of a student's education record or staff member's personnel file.

Ordinarily video surveillance/electronic monitoring equipment will not be used to make an audio recording of conversation occurring on school grounds or property.

[] Smart Sensor Monitoring Technology

To protect students and faculty, promote security, and protect the health, welfare, and safety of students, staff, and visitors, the Board authorizes the use of smart sensor electronic monitoring equipment on school property, including in school buildings and on school vehicles. Smart sensor monitoring technology uses devices that can sense, collect, and process a variety of environmental information. Information obtained through smart sensor devices may be used to identify intruders and persons breaking the law, Board policy, or the Student Code of Conduct; as such, it may be used as evidence in disciplinary actions and may be provided to law enforcement in appropriate circumstances.

The monitoring of actions and behavior of individuals who come onto school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school and student property. Smart sensor monitoring systems serve to complement other means that the District employs to promote and foster a safe and secure teaching and learning environment for students and staff. The Board recognizes that the use of a smart sensor monitoring system does not replace the need for the ongoing vigilance of the school staff assigned by the building director to monitor and supervise the school building. Rather, the smart sensor monitoring system serves as an appropriate and useful tool with which to augment or support the in-person supervision provided by staff. The building director is responsible for verifying that due diligence is observed in maintaining general campus safety and security.

The Superintendent is responsible for determining where to install and operate fixed-location smart sensor monitoring equipment in the District. The determination of where and when to use smart sensor equipment will be made in a nondiscriminatory manner. Smart sensor monitoring equipment may be placed in designated areas in school buildings (e.g., school hallways, restrooms, classrooms, gymnasiums, libraries, locker rooms, entryways, the front office, and other areas where students, employees, and visitors are permitted to freely come and go). The Superintendent will post notices in areas where smart sensor monitoring equipment is in use. () The Superintendent will also provide written communication to parents and staff when smart sensor monitoring equipment is installed. **[END OF OPTION]**

Any person who takes action to block, move, or alter the location of a smart sensor device shall be subject to disciplinary action.

Any information obtained from smart sensor monitoring systems may only be used to support the orderly operation of the School District's schools and facilities and for law enforcement purposes and not for any other purposes. As such, information obtained through the use of smart sensor monitoring equipment may be used as evidence in any disciplinary proceedings or administrative proceedings, or provided to local law enforcement, subject to Board policy and administrative guidelines.

Smart sensor monitoring technology is to be implemented in accordance with this policy and the related guidelines. The Board will not accept or tolerate the improper use of smart sensor monitoring equipment and will take appropriate action in any cases of wrongful use of this policy or such technology.

The Board will not use video surveillance/electronic monitoring equipment to obtain information for the purpose of routine staff appraisal/evaluation or monitoring. However, prerecorded lessons or observations of ~~online~~ or virtual learning sessions may be included as part of an employee's evaluation in accordance with a collective bargaining agreement or Memorandum of Understanding approved by the Board.

Further, if an employee is assigned to work remotely (i.e., telework), the administration is authorized to conduct observations that consist of the supervisor reviewing video-recordings of the employee working and/or watching the employee perform his/her job responsibilities through means of a live-stream that includes both video and audio, provided the employee is afforded advanced notice of the observation, and the recording of the employee's his/her work and/or observation is conducted in accordance with a collective bargaining agreement or Memorandum of Understanding approved by the Board if the employee is a member of a bargaining unit.

Additionally, nothing herein shall prevent the administration from using information gathered through electronic means (i.e., viewing a video-recording or live-stream of an employee working) for employment purposes, including, but not limited to, completing components of an evaluation, so long as the information is gathered in a manner consistent with law and any applicable collective bargaining agreement or Memorandum of Understanding approved by the Board.

Recordings of students will be treated as confidential. Consequently, because the Board is bound by Ohio's Student Records Statute and the Family Educational Rights and Privacy Act (FERPA), copies of video recordings containing personal identifiable information about students shall not be released except to school officials with legitimate educational interests. Parents or guardians of minor students, and students who are eighteen (18) years of age or older, who are charged with disciplinary violations may view relevant portions of any video recording related to the charge, upon written request to the building director, provided that viewing the recording does not violate State and/or Federal law (i.e., the privacy rights of any other students whose images appear on the recording). Likewise, school personnel may view relevant portions of any video relating to any disciplinary charge against them, upon written request to the building director, provided that viewing the recording does not violate State and/or Federal law (i.e., the privacy rights of any students whose images appear on the recordings). Otherwise, such confidential recordings shall only be released through subpoena or court order.

The Board shall maintain video surveillance/electronic monitoring recordings for a limited period. Any request to view a recording under this policy must be made within seven (7) days of the event/incident. Unless a formal complaint is being investigated, recordings shall be destroyed after thirty (30) days. If, however, action is taken by the Board/administration,

as a result of a formal complaint or incident, recordings shall be kept for a minimum of one (1) year from the date of the action taken. Recordings may also be kept beyond the normal retention period as deemed necessary by the Superintendent. Recordings may also be kept beyond the normal retention period if they are going to be utilized for training purposes.

This policy does not address or cover instances where school officials record a specific event (e.g., a play, music performance, athletic contest, graduation, or Board meeting), or an isolated instance where a classroom is videotaped for educational or research purposes. Authorized videotaping for educational, instructional and/or research purposes is permitted and is not addressed by this policy.

The Superintendent is directed to develop administrative guidelines to address the use of video surveillance/electronic monitoring equipment in school buildings, school buses and on property owned and/or operated by the Board.

Video surveillance is to be implemented in accordance with this policy and the related guidelines. The Board will not accept or tolerate the improper use of video surveillance/electronic monitoring equipment and will take appropriate action in any cases of wrongful use of this policy.

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FERPA 20 U.S.C. 1232g

34 C.F.R. 99.1-99.67

Title I of the Electronic Communication Privacy Act of 1986

18 U.S.C. 2510-2521

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Copy of CRIMINAL HISTORY RECORD CHECK FOR CONTRACTED SCHOOL SERVICES
Code	po8142
Status	
Adopted	February 5, 2009

8142 - CRIMINAL HISTORY RECORD CHECK FOR CONTRACTED SCHOOL SERVICES

In accordance with State law, the Board of Education requires a criminal background check including information from the Bureau of Criminal Identification and Investigation ("BCII") and the Federal Bureau of Investigation ("FBI") of each person employed by a private company under contract with the Board to provide essential school services and who will work within the District in a position which does not require a license issued by the State Board of Education, is not for the operation of a vehicle for student transportation, but does involve routine interaction with a child or regular responsibility for the care, custody, or control of a child.

"Essential school services" is defined to mean services provided by a private company that the Board or Superintendent has determined are necessary for the operation of the District and that would need to be provided by employees of the District if the services were not provided by the private company. No such individual, employed by a private company to provide essential school services under a contract with the Board, shall be permitted to work within the District unless one of the following applies to the individual:

A. The private company provides proof of either of the following to the Superintendent:

1. that the individual has been the subject of a criminal records check in accordance with R.C. 3319.39 within the last five (5) years immediately prior to the date on which the person will begin working in the District; and
2. that the criminal records check indicates that the individuals has not been convicted of or pleaded guilty to any offense described in R.C. 3319.39(B)(1); or

B. During any period of time in which the individual will have routine interaction with a child or regular responsibility for the care, custody, or control of a child, the Superintendent has arranged for a District employee to be present in the same room with a child or, if outdoors, within a thirty (30) yard radius of the child or to have visual contact with the child.

Enrollment in the State Rapback System

The Board will ensure that all employees and contractors whose work duties involve routine interaction with a child or who are regularly responsible for the care, custody, or control of a child are enrolled in the State Rapback System. Licensed employees are enrolled in Rapback by the State Board of Education's Office of Professional Conduct upon approval of their license. School bus and van drivers, and all other unlicensed employees and contractors who do not have a license or permit issued by the State Board of Education, are expected to complete the necessary steps to enroll in Rapback through the State Board as required by law. Employees and contractors may need to complete a new BCI background check upon initial enrollment in Rapback. Enrollment in Rapback is considered a mandatory condition of employment and is not optional.

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Legal R.C. 3319.392

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Copy of AUTOMATED EXTERNAL DEFIBRILLATORS (AED)
Code	po8452
Status	
Adopted	March 2, 2006
Last Revised	June 29, 2017

8452 - AUTOMATED EXTERNAL DEFIBRILLATORS ("AED") AND CARDIOPULMONARY RESUSCITATION

An automated external defibrillator ("AED") is a medical device that interprets the cardiac rhythm of a person in cardiac arrest and, if appropriate, delivers an electrical shock to the heart intended to allow it to resume effective electrical activity.

To enhance school safety and in compliance with State law, the Board of Education will have an automated external defibrillator(S) (AED) placed in designated building(s) within the School District and at each sports and recreation facility under the Board's control.

The Board shall require teachers, nurses, counselors, school psychologists, directors and other administrative employees, coaches, athletic trainers, and any other person who supervises interscholastic athletics to successfully complete an appropriate training course in the use of AEDs. To fulfill this requirement, the Board will use a training that is either an approved program developed by the American Heart Association or American Red Cross, or a program that is nationally recognized and based on the most current national, evidence-based emergency cardiovascular care guidelines for CPR and use of an AED. The training will be incorporated into in-service training in child abuse, substance abuse, and violence prevention that is required upon initial employment and every five (5) years thereafter. The Board may require or make the training available to additional individuals.

Students in grades nine (9) through twelve (12) will also receive instruction in cardiopulmonary resuscitation ("CPR") and the use of an AED. The instruction shall include the psychomotor skills necessary to perform cardiopulmonary resuscitation of an AED. The training shall either be an approved program developed by the American Heart Association or American Red Cross, or a program that is nationally recognized and based on the most current national, evidence-based emergency cardiovascular care guidelines for CPR and use of an AED. Parents may submit a written request that their student be excused from the training. If it is determined that a student with a disability is not capable of performing the psychomotor skills required to perform CPR and use an AED as indicated in their Individualized Education Plan ("IEP"), they will not be required to complete the training.

Prior to the start of each athletic season, each school operated by the District that offers athletic programs shall hold an informational meeting for students, parents, guardians, other individuals having care or charge of a student, physicians, pediatric cardiologists, athletic trainers, and any other individuals who participate in athletic programs regarding the symptoms and warning signs of sudden cardiac arrest for all ages of students.

Students who participate in an athletic program shall annually submit a form signed by the student and their parent or guardian that indicates they have received and reviewed a copy of the education materials regarding sudden cardiac arrest that is jointly developed by the Department of Health and Department of Education and Workforce. Students will not be permitted to participate in an athletic activity until the student has submitted the form to the designated school official. All individuals who coach an athletic activity will annually complete a training course approved by the Department of Health on sudden cardiac arrests.

The Board

shall adopt the model emergency action plan developed by the Department of Health

[OR]

authorizes the Superintendent to develop an emergency action plan **[END OF OPTION]**

for the use of automated external defibrillator.

The emergency action plan shall be practiced at least quarterly.

The Superintendent is authorized to develop guidelines and select an appropriate training course in the use of an AED and sudden cardiac arrest.

An AED is a medical device that interprets the cardiac rhythm of a person in cardiac arrest and, if appropriate, delivers an electrical shock to the heart intended to allow it to resume effective electrical activity.

The Superintendent is authorized to develop guidelines that govern AEDs, including the use of the AED, placement of the AED, and appropriate training in the use of the AED.

Revised 1/14/16

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A.C. 3301-27-01

R.C. 2305.235, 3313.62, 3313.717, 3313.5310, 3313.6021, 3313.6023

R.C. 3319.303, 3326.11, 3328.24, 3701.85, 3701.851, 3707.58, 3707.59

Book	Policy Manual
Section	Policies for Board Approval 43-2
Title	Vol. 43, No. 2 - January 2025 Revised FOOD SERVICES
Code	po8500
Status	
Adopted	July 5, 2001
Last Revised	June 2, 2022

Revised Replacement Policy - Vol. 43, No. 2

8500 - FOOD SERVICES

The Board of Education shall provide cafeteria facilities in all school facilities where space and facilities permit and will provide food service for the purchase and consumption of meals for all students. The Board shall also provide a breakfast program in accordance with procedures established by the Department of Education and Workforce ("DEW"). The Board shall annually encumber the funds needed to operate the program.

The food service program shall comply with Federal and State regulations pertaining to the selection, preparation, delivery, consumption, and disposal of food and beverages, including, but not limited to, the current United States Department of Agriculture's ("USDA") USDA's school meal pattern requirements and the USDA Smart Snacks in School nutrition standards, as well as to the fiscal management of the program.

Further, the food service program shall comply with Federal and State regulations pertaining to the fiscal management of the program as well as all the requirements pertaining to food service hiring and food service manager/operator licensure and certification. In addition, as required by law, a food safety program based on the principles of the Hazard Analysis and Critical Control Point ("HACCP") system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service staff and other authorized persons.

~~The Board does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or gender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its educational programs or activities. Students and all other members of the School District community and third parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. See Policy 2260—Nondiscrimination and Access to Equal Educational Opportunity.~~

The Board shall approve and implement nutrition standards governing the types of food and beverages that may be sold on the premises of its schools and shall specify the time and place each type of food or beverage may be sold. In adopting such standards, the Board shall:

- A. consider the nutritional value of each food or beverage;
- B. consult with a dietitian licensed under R.C. Chapter 4759, a dietetic technician registered by the Commission on Dietetic Registration, or a school nutrition specialist certified or credentialed by the School Nutrition Association;
- C. consult and incorporate to the maximum extent possible the dietary guidelines for Americans jointly developed by the USDA United States Department of Agriculture (USDA) and the United States Department of Health and Human Services; and
- D. consult and incorporate the USDA Smart Snacks in School nutrition guidelines.

The District's food service program shall serve only food items and beverages determined by the Food Service Department to be in compliance with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines. () Any competitive food items and beverages that are available for sale to students a la carte in the dining area

between midnight and thirty (30) minutes following the end of the school day shall also comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines, and may only be sold in accordance with Board Policy 8550 - Competitive Food Sales. Foods and beverages not associated with the food service program may be vended in accordance with the rules and regulations set forth in Board Policy 8540 - Vending Machines.

The Superintendent will require that the food service program serve foods in the schools of the District that are wholesome and nutritious and reinforce the concepts taught in the classroom.

The Superintendent is responsible for implementing the food service program in accordance with the adopted nutrition standards and shall provide a report to the Board at one of its regular meetings, annually, regarding the District's compliance with the standards. () The Superintendent shall ensure that the District's vendors and/or food service management contractor is provided a copy of this policy and any implementing guidelines and that any pertinent agreements are consistent with this policy and any implementing guidelines.

No food or beverage may be sold on any school premises except in accordance with the standards approved by the Board.

In addition, as required by law, a food safety program that is based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service program staff and other authorized persons.

[] Students who participate in a released time course in religious instruction pursuant to Board Policy 5223 during lunch may be provided a school meal for consumption during the released time instruction. The meal will meet all USDA meal pattern and nutrition standards requirements. () Meals served off-site will be subject to stringent sanitary and precautionary measures to avoid contamination and spoilage.

The Board shall provide a Federal food service program for students during summer intervention programs that are mandated under State and Federal law. If the Board determines that it is unable to provide a Federal food service program during the summer, for financial reasons, the Board will communicate that decision to its residents in a manner it determines to be appropriate.

[] If the Board does not comply with the requirement in A.C. 3301-91-10 of establishing a meal program to support summer intervention services, the Board will permit an approved summer food service sponsor to use school facilities located in a school building attendance area where at least one-half (1/2) of the students are eligible for free lunches. The Board () may () will [END OF OPTION] charge the summer food service program sponsor a reasonable fee for the use of school facilities that may include the actual cost of custodial services, charges for use of school equipment, and a pro-rated share of the utility costs as determined by the Board. The Board will also require the summer food service program sponsor to indemnify and hold harmless the District from any potential liability resulting from the operation of the summer food service program. The () Treasurer () Business Manager [END OF OPTION] will ensure that the food service program sponsor is either added to the District's liability insurance policy as an additional insured party, or require evidence of the sponsor's own liability insurance policy in the amount approved by the Board. The summer food service program sponsor shall be responsible for any costs incurred in obtaining coverage under this Policy.

During all times while the food service program is operating and students are being served food, at least one (1) employee shall be present in the area in which the food is being consumed who has received instruction in methods to prevent choking and demonstrated an ability to perform the Heimlich maneuver.

Dietary Modifications

Modifications Based on Compliant Medical Documentation

An adult student or student's parent requesting special dietary accommodations for a student with a disability that restricts the diet must provide the Medical Statement for Special Dietary Needs signed by a State authorized medical authority, which is a medical professional authorized in the State of Ohio to write prescriptions. The request must contain the following information:

- A. an explanation of how the student's physical or mental impairment restricts the diet;
- B. the food(s)/type(s) of foods to be avoided;
- C. the food(s)/type(s) of foods to be substituted;
- D. additional pertinent information, if any, that will assist in accommodating the student's needs.

If a Medical Statement for Special Dietary Needs is incomplete, unclear, or lacks sufficient detail, the Special Dietary Accommodation Coordinator or Food Service Director shall request that the student or parent/guardian request that the medical authority supplement the response so that a safe meal can be provided.

A special dietary accommodation for a student who has a disability that restricts the student's diet must be supported by a Medical Statement for Special Dietary Needs, which should be submitted to the () Food Service Director who shall serve as the Special Dietary Accommodation Coordinator.

A student with a disability may have an IEP or 504 plan that requires specific instruction, services, or accommodation related to the student's nutritional needs. If a student's IEP or 504 plan contains the same information that is required on a Medical Statement for Special Dietary Needs, then it is not necessary to obtain and submit a separate Medical Statement for Special Dietary Needs.

The individual making an initial request for such substitutions must inform the Food Service Director or Special Dietary Accommodation Coordinator that the student has a disability that restricts the student's diet. The School District will honor the request upon receipt of the required documentation from a State-authorized medical authority. If the Special Dietary Accommodation Coordinator is unable to grant a requested accommodation following receipt of the medical authority's statement, the student or parent shall be provided with an explanation of the basis for the decision. Compliant requests shall be immediately implemented.

Disability Accommodation Grievance Procedure

The following procedure is intended to provide prompt and equitable resolution to any concern or disagreement regarding the food service program's administration of meal modifications made or requested on the basis of a student's disability. None of the procedures described in this policy section shall prevent a student or parent from pursuing a complaint with any State or Federal agency, including the USDA, using the procedures described at the end of this policy.

- A. If an initial request for accommodation in the form of substituted meals is denied, the student or parent may request review of that decision by the () Building Director () District's Compliance Coordinator () Superintendent () _____ and shall provide any communications between the student or parent and food service officials concerning the accommodation request, any documentation provided by a medical authority, and any additional information the student or parent believes is pertinent to the decision. A review of the materials provided and of the initial decision shall be completed and a response provided to the student or parent as soon as practicable following receipt of the request for review. If the initial decision is reversed, including due to additional information provided on review, the dietary accommodations shall be implemented without delay. If the initial decision is affirmed, () the decision is final () the decision may be appealed to the Superintendent whose decision is final.
- B. Any other complaint or disagreement with the food service administration concerning implementation of special dietary accommodations based on a student's disability shall be presented to the Special Dietary Accommodation Coordinator. The student or parent shall specify the nature of the concern and any requested remedy in writing. The Coordinator shall promptly review the grievance and either contact the student or parent for any required clarification of the request or to seek to reach an agreement regarding how to best address the concern. If no agreement is reached, the Coordinator shall make a determination and notify the student or parent in writing as soon as practicable. If the grievance is affirmed in any respect, the Coordinator shall propose a plan for implementing appropriate remedial measures. If the student or parent is dissatisfied with the Coordinator's determination, the student or parent may submit a written request to the Building Director or Superintendent for review. The administrator's determination shall be final.

[] Modifications Based on Noncompliant Medical Requests

On a case-by-case basis, substitutions to the standard meal requirements may be made, at no additional charge, for students who provide a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs, but which does not comply with the requirements above. To qualify for such consideration and substitutions the medical statement must identify:

- A. the medical or dietary need that restricts the student's diet; and
- B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.

[] Modification Based on Student/Parental Preference

When a request for a special dietary accommodation is not supported by an authorized Medical Statement for Special Dietary Needs or included in a student's IEP or 504 plan, the School District cannot provide modified meals that are not in compliance with USDA Child Nutrition Program requirements. However, the Board authorizes the following:

A. () Fluid Milk Substitution

1. () The School District shall have no legal obligation to accommodate a student's or a parent's preference for a fluid milk substitute if there is no Medical Statement for Special Dietary Needs on file requiring such a substitute. However, the District will assist the student in choosing a reimbursable meal through offer versus serve ("OVS").
2. () The School District shall offer a Federally approved milk substitute with a written and signed request from a parent that identifies the reason for the special dietary accommodation.

B. () Religious Reason

1. () The School District shall have no legal obligation to accommodate a student's or parent's request for accommodations based on religious requests. However, the District will assist the student in choosing a reimbursable meal through OVS.
2. () The School District will provide substitutions based on religious requests to any student, for any religious reason with a written and signed request by a parent that identifies the reason for the accommodation. A substitution for a religious request must meet USDA Child Nutrition Program meal pattern requirements.

C. () General Dietary Preference

1. () The School District shall have no legal obligation to accommodate a student's or parent's general health, nutrition, or food preferences. However, the District will assist the student in choosing a reimbursable meal through OVS.
2. () The School District will provide substitutions based on lifestyle preferences to any student with a written and signed request by a parent that identifies the reason for the accommodation. A substitution for a personal request must meet USDA Child Nutrition Program meal pattern requirements.

[END OF OPTIONS]

IMPLEMENTATION AND DISCONTINUATION

Review

Upon receipt of a request for a special dietary accommodation, the Food Service Director or Special Dietary Accommodation Coordinator shall review the request to ensure it is supported as required by Federal law and District policy and if not, shall request additional or clarifying information from the student or parent making the request.

Implementation

When the need for a special dietary accommodation is supported by a Medical Statement for Special Dietary Needs signed by a State authorized medical authority, the District will offer a reasonable modification that effectively accommodates the student's disability. Following USDA Child Nutrition Program regulations, the School District may consider factors such as cost and efficiency and is not required to prepare a specific meal, provide a specific brand of food, or provide a meal beyond the meals provided to other students.

For students who have an IEP or 504 plan that requires specific food-related accommodations, the School District shall provide the accommodation as required by law, seeking clarifying medical information, as necessary.

A special dietary request will be approved and implemented upon submission of a completed authorized Medical Statement.

Student Absence

If a student receiving a special dietary accommodation is absent or does not wish to participate in school lunch on a day an accommodation is planned, the student or parent shall contact the Special Dietary Accommodation Coordinator by 9:00 a.m. the same day.

Renewing A Special Dietary Request

An authorized Medical Statement does not need to be updated annually. However, the Special Dietary Accommodation Coordinator may annually seek clarification or updates on special dietary requests.

Discontinuation of a Special Dietary Request

A special dietary request or part of a request may be discontinued by a parent by submitting the request in writing to the Special Dietary Accommodation Coordinator or shall be discontinued consistent with the medical authorities' recommendation provided with the Medical Statement for Special Dietary Needs.

Substitutions

~~If determined appropriate by a student's Section 504 team, substitutions to the standard meal requirements shall be made, at no additional charge, for students for whom a health care provider who has prescriptive authority in the State of Ohio has provided medical certification that the student has a disability that restricts his/her diet, in accordance with the criteria set forth in 7 C.F.R. Part 15b. To qualify for such substitutions the medical certification must identify:~~

- ~~A. the student's disability and the major life activity affected by the disability;~~
- ~~B. an explanation of why the disability affects the student's diet; and~~
- ~~C. the food(s) to be omitted from the student's diet and the food or choice of foods that must be substituted (e.g., caloric modifications or use of liquid nutritive formula).~~

~~[] If determined appropriate by a team of qualified individuals including, but not limited to, the Director, school nurse, parent, Director of Food Services, and/or () _____ substitutions to the standard meal requirements may be made, at no additional charge, for a student who is not a "person with a disability," but has a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must identify:~~

- ~~A. the medical or dietary need that restricts the student's diet; and~~
- ~~B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.~~

~~For students without disabilities who need a nutritionally equivalent milk substitute, only a signed request by a parent or guardian is required. While the request must specify the medical or other special dietary need that restricts the student's diet (i.e., precludes the student's consumption of cow's milk), medical certification may not be required.~~

Meal Charges

Meals sold by the school may be purchased by students and staff members and community residents in accordance with administrative guidelines established by the Superintendent. Meals may be made available, free of charge, to senior citizens who are serving as volunteers to the District.

The operation and supervision of the food service program shall be the responsibility of the _____ **Director of Food Services**. In accordance with Federal law, the _____ **Director of Food Services** shall take such actions as are necessary to obtain a minimum of two (2) food safety inspections per school year, which are conducted by the State or local governmental agency responsible for food safety inspections. The report of the most recent inspection will be posted in a publicly visible location, and a copy of the report will be available upon request.

A periodic review of the food service accounts shall be made by the _____ **Treasurer**. Any surplus funds from the National School Lunch Program or the Healthy, Hunger-Free Kids Act of 2010 (P.L. 111-296) shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a-la-carte foods may accrue to the food service program.

Bad Debt

Bad debt incurred through the inability to collect lunch payment from students is not an allowable cost chargeable to any Federal program. Any related collection cost, including legal cost, arising from such bad debt after they have been determined to be uncollectable are also unallowable. District efforts to collect bad debt shall be in accordance with Policy 6152 - Student Fees, Fines, and Charges.

Bad debt is uncollectable/delinquent debt that has been determined to be uncollectable no sooner than the end of the school year in which the debt was incurred () and after the Superintendent determines that sufficient reasonable effort and approaches to collecting the debt have been made. **[END OF OPTION]** If the uncollectable/delinquent debt cannot be recovered by the School Meals Program in the year when the debt was incurred, then this is classified as bad debt. Once classified as bad debt, non-Federal funding sources must reimburse the NSFSA for the total amount of the bad debt. The funds may come from the District general fund, State or local funding, school or community organizations such as the PTA, or any other non-Federal source. Once the uncollectable/delinquent debt charges are converted to bad debt, records relating to those charges must be maintained in accordance with the record retention requirements in 7 C.F.R. 210.9(b) (17) and 7 C.F.R. 210.15(b).

Negative Account Balances

[OPTION #1]

No student will be permitted to purchase any meals for which the student does not have sufficient balance in their food service account or sufficient cash on hand to purchase the food items.

Students receiving paid or reduced-price lunch who do not have sufficient account balance or cash on hand to purchase a meal () will not be provided an alternative meal () will be provided an alternative meal **[END OF OPTIONS]** that meets the USDA guidelines applicable to alternative meal options. The Superintendent shall, in coordination with the District's food service, assure that any alternative meals that are provided meet the requisite USDA guidelines for alternative meals. The cost of the alternative meal will be added to the delinquent account.

[OPTION #2]

Students will be permitted to purchase meals from the District's food service using either cash on hand or a food service account. A student may be allowed to incur a negative food service account balance subject to the following conditions.

Students may be permitted to accumulate negative food service account balance () not to exceed \$ _____ () not to exceed an amount equal to one (1) school week of regular meal price **[END OF OPTIONS]**. () Students up to grade eight (8) will be allowed to incur a negative balance not to exceed \$ _____. A student () shall be () shall not be permitted to purchase a la carte items without sufficient account balance or cash on hand. () Likewise, any student who has a negative account balance may not purchase a la carte items with cash unless the student is also able to bring their account current.

A student who has exceeded the permissible negative balance amount in their account and does not have cash on hand sufficient to purchase a meal will be treated respectfully. The District will provide meals to students with unpaid meal balances without stigmatizing them, will provide parents of students who charge meals with notification when a student charges a meal, and will make efforts to collect the charges incurred by the students so that the unpaid charges are not classified as bad debt at the end of the school year.

[OPTION A]

If a student has reached the permissible level of negative lunch account balance, they shall be provided a regular reimbursable meal that follows the USDA meal pattern, the cost of which shall continue to accrue to a negative lunch account balance.

[OPTION B]

If a student has a significant negative lunch account balance, they shall be provided an alternate meal () at a reduced price recommended by the Superintendent and approved by the Board **[END OF OPTION]**, the cost of which shall continue to accrue to a negative lunch account balance, and the student's parent(s) shall be contacted to collect the outstanding charges. The alternate meal will be a low-cost alternative to the regular reimbursable meal and shall meet USDA nutritional standards or the Smart Snacks in Schools Regulations so that it qualifies for reimbursement under the National School Lunch/Breakfast Program.

[END OF OPTION B]

Negative lunch account balances will carry over from year-to-year until paid in full or until a student enters 9th grade. Upon entering 9th grade, any negative lunch account balances will be converted to school fees. Parents/Guardians will be responsible for paying all fees in accordance with Policy 6152 - Student Fees, Fines, and Charges. Fee waivers are applied in accordance with Policy 6152.01 - Waivers of School Fees for Instructional Materials.

[END OF OPTIONS]

Students who have qualified for Free lunches are still responsible for paying off any debt that was incurred prior to qualifying for free lunches.

This policy and any implementing guidelines shall be provided in writing to all households at the start of each school year and to households transferring to the school or School District during the year. The policy and implementing guidelines will also be provided to all District staff with responsibility for enforcing the policies. The policy and guidelines will be posted on the District website.

~~Bad debt incurred through the inability to collect meal payment from students is not an allowable cost chargeable to any Federal program. Any related collection cost, including legal cost, arising from such bad debt after they have been determined to be uncollectable are also unallowable.~~

~~[] Bad debt is uncollectable/delinquent debt that has been determined to be uncollectable by the end of the school year in which the debt was incurred. If the uncollectable/delinquent debt cannot be recovered by the School Meals Program in the year when the debt was incurred, then this is classified as bad debt. Once classified as bad debt, non-Federal funding sources must reimburse the NSFSA for the total amount of the bad debt. The funds may come from the District general fund, State or local funding, school or community organizations such as the PTA, or any other non-Federal source. Once the uncollectable/delinquent debt charges are converted to bad debt, records relating to those charges must be maintained in accordance with the record retention requirements in 7 C.F.R. 210.9(b) (17) and 7 C.F.R. 210.15(b).~~

~~The Superintendent is authorized to develop and implement an administrative guideline regarding meal charge procedures. This guideline will provide consistent directions for students who are eligible for reduced price or paid meals but do not have funds in their account or in hand to cover the cost of their meal at the time of service and shall also address feeding students with unpaid meal balances without stigmatizing them.~~

~~This guideline shall be provided in writing to all households at the start of each school year and to households transferring to the school or School District during the school year.~~

With regard to the operation of the school food service program, the Superintendent shall require:

- A. the maintenance of sanitary, neat premises free from fire and health hazards;
- B. the preparation of food that complies with Federal food safety regulations;
- C. the planning and execution of menus in compliance with USDA requirements;
- D. the purchase of food and supplies in accordance with State and Federal law, USDA regulations, and Board policy; (see Policy 1130, Policy 1200, Policy 3113, Policy 3210, Policy 3214, Policy 4113, Policy 4210, Policy 4214, and Policy 6460)
- E. complying with food holds and recalls in accordance with USDA regulations;
- F. the administration, accounting, and disposition of food service funds pursuant to Federal and State law and USDA regulations;
- G. the safekeeping and storage of food and food equipment pursuant to State and Federal law and USDA regulations;
- H. the regular maintenance and replacement of equipment;
- I. all District employees whose salaries are paid for with USDA funds or non-Federal funds used to meet a match or cost-share requirement must comply with the District's time and effort record-keeping policy (see Policy 6116).

In accordance with the nutritional standards adopted by the Board, the placement of vending machines in any classroom where students are provided instruction unless the classroom is also used to serve meals to students is prohibited.

The District shall serve only nutritious food in accordance with the nutritional standards adopted by the Board in compliance with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines. Foods and beverages in competition with the District's food service program must comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines, and may only be sold in accordance with Board Policy 8550.

The Superintendent will require that the food service program serve foods in the schools of the District that are wholesome and nutritious and reinforce the concepts taught in the classroom.

The Superintendent is responsible for implementing the food service program in accordance with the adopted nutrition standards and shall provide a report regarding the District's compliance with the standards at one of its regular meetings annually.

Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture ("USDA") civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. The District's nondiscrimination statement below is complementary to the District's nondiscrimination policies, including Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity and Policy 1422/Policy 3122/Policy 4122 - Nondiscrimination and Equal Employment Opportunity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights ("ASCR") about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **Mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **Fax:**
(833) 256-1665 or (202) 690-7442; or
3. **E-mail:**
program.intake@usda.gov.

This institution is an equal opportunity provider.

Revised 1/2/03

Revised 8/3/06

Revised 5/1/08

Revised 8/4/11

Revised 2/5/15

Revised 1/14/16

Revised 6/2/16

Revised 6/29/17

Revised 5/2/19

Revised 12/5/19

Revised 5/6/21

Legal

A.C. 3301-91

R.C. 3313.81, 3313.811-815

7 C.F.R. Parts 15b, 210, 215, 220, 225, 226, 227, 235, 240, 245, 3015

42 U.S.C. 1758

Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.

Healthy, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.

OMB Circular No. A-87USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)

SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs