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SAFETY PROGRAM

The Board will make efforts to provide for the safety of all students, employees and members of the community present on property used by the Findlay Digital Academy and at all Findlay Digital Academy-sponsored events at other sites. The Board directs the Findlay Digital Academy to develop and use a Crisis Plan that follows the guidelines developed by the Ohio Attorney General's office.

The Executive Director/Superintendent/designee has responsibility for the safety/crisis program of the Findlay Digital Academy. The practice of safety is a part of the instructional plan of the Findlay Digital Academy through educational programs. The educational program includes instruction in, in-service training and emergency procedures appropriate to students at different grade levels.

[Adoption date: May 5, 2005]

[Revision date: October 9, 2014]

LEGAL REFS.: Public Employment Risk Reduction Act; ORC 4167.01 et seq.
ORC 2744
3313.60; 3313.643
3737.73
OAC 3301-35-06

VANDALISM

Parents and students are made aware of the legal consequences of vandalism. Students, employees and citizens of the Findlay Digital Academy are urged to report any incidents of vandalism to property belonging to the Digital Academy Board/Findlay City School District together with the name(s) of the person(s) believed to be responsible. The Board may offer a reward for information leading to the arrest and conviction of any person who steals or damages Board property.

The Executive Director/Superintendent is authorized to sign a criminal complaint and to press charges against perpetrators of vandalism against School property or equipment. The Executive Director/Superintendent is further authorized to delegate, as he/she sees fit, authority to sign such complaints and to press charges.

Any student found guilty of any form of vandalism or defacement of Findlay Digital Academy property may be subject to suspension or expulsion.

Parents are liable up to the amount provided by law for the willful destruction of property by a minor in their custody or control. If parents are found liable for monetary damages and are unable to make restitution, the Board may allow the parents to perform community service for the Digital Academy Board/Findlay City School District instead of repayment of the damages.

[Adoption date: May 10, 2005]

[Reviewd October 9, 2014]

LEGAL REFS.: ORC 2909.05
3109.09
3313.173
3737.99

RECEIVING AND WAREHOUSING

The Board authorizes the appropriate personnel to facilitate the receipt, storage and shipment of supplies and equipment necessary to the appropriate conduct of the business of the Findlay Digital Academy.

All instructional materials and equipment of the Findlay Digital Academy are classified and catalogued. The materials and equipment are made available to all children in sufficient quantity and at appropriate levels so that they are optimally useful to each child, and so that teachers and/or instructional coaches can meet both the planned curriculum sequence and the special instructional needs of the children.

All materials and equipment issued to students is the responsibility of the student. Fines may be assessed students who return damaged equipment.

Materials are inventoried annually.

[Adoption date: May 10, 2005]

[Reviewed October 9, 2014]

AUTHORIZED USE OF SCHOOL-OWNED MATERIALS

The use of Findlay Digital Academy owned equipment is primarily for school related business. Use of technology equipment must be in compliance with the policy on Computer/On-line Services.

[Adoption date: May 10, 2005]

[Reviewed October 9, 2014]

NETWORK PRIVACY AND ACCEPTABLE USE POLICY

It is the intention of the Findlay City Schools Board of Education/Findlay Digital Academy Board of Directors to protect the privacy of staff members who use the school computers, computer network, and electronic messaging systems to the maximum extent possible given the operational security needs of the District. The purpose of this policy is to identify the limitations on this privacy and the general restrictions applying to the use of computers and electronic messaging systems of the District.

Acceptable and Unacceptable Uses

The computers, computer network and messaging systems of the School District are intended for educational uses and work-related communications. Incidental uses of the e-mail and voice mail systems by staff members for personal communications is permitted as long as such communications are limited in number, are initiated during non-work periods, and do not interfere with the primary intended uses of the system.

The following are uses, which are unacceptable under any circumstances:

- the transmission of any language or images which are of a graphic sexual nature
- the transmission of jokes, pictures, or other materials which are obscene, lewd, vulgar, or disparaging of persons based on their race, color, sex, age, religion, national origin, or sexual orientation
- the transmission of messages or any other content which would be perceived by a reasonable person to be harassing or threatening
- uses that constitute defamation (libel or slander)
- uses that violate copyright laws
- uses that attempt to gain unauthorized access to another computer system or to impair the operation of another computer system (for example, the transmission of a computer virus or an excessively large e-mail attachment)
- any commercial or profit-making activities
- any fundraising activities, unless specifically authorized by an administrator.

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Security and Integrity

Staff members shall not take any action which would compromise the security of any computer, network or messaging system. This would include the unauthorized release or sharing of passwords and the intentional disabling of any security features of the system.

Staff members shall not take any actions, which may adversely affect the integrity, functionality, or reliability of any computer (for example, the installation of hardware or software not authorized by the System Administrator).

Staff members shall report to the System Administrator or a school District Administrator any actions by students which would violate the security or integrity of any computer, network or messaging system whenever such actions become known to them in the normal course of their work duties. This shall not be construed as creating any liability for staff members for the computer-related misconduct of students.

Right of Access

Although the Board of Education respects the natural desire of all persons for privacy in their personal communications, and will attempt to preserve this privacy whenever possible, the operational and security needs of the District's computer network and messaging systems require that full access be available at all times. The School District therefore reserves the right to access and inspect any computer, device, or electronic media within its systems and any data, information or messages, which may be contained therein. All such data, information, and messages are the property of the School District and staff members should have no expectation that any messages sent or received on the School District's systems will always remain private.

Websites and/or Web Pages - School and Student Information

Staff members shall use discretion when posting information on the Internet about the district, school, class and/or students. Photos of students in educational settings are permitted; however, personal information that directly identifies a student is prohibited. Websites and/or Class pages are required to be maintained through Findlay City Schools. Private accounts and/or domain names that concern a school program, sport, class, fundraiser, or club is prohibited without permission from an administrator. Staff members will be given access to the web server upon request. Uploading of software and/or non- school related materials to this location is prohibited.

Guidelines for Designing Websites and Web Pages

- All sites must display information on the ownership of the site/page, including a contact name with email address and the date of the last update. This information should be included at the bottom of every page.
- Links from a web page to any non-school site must not imply District endorsement of the site's products or services.
- Class and/or Student Photographs may be used, however, no student names or other personal information should be used in captions for the photographs.

- Web pages should be well designed and written. The appearance and content are as important as the technical aspects.
- Provide the ability to return to your home page and also to go to the Findlay City Schools website.
- Copyright laws apply to electronic publishing as well as to print publishing.

Laptop Computer Damage and Loss

Laptop computers and the accompanying accessories (“equipment”) provided to District teachers and administrators (“users”) have significant value and require appropriate attention and care to ensure that they remain in good working condition for their useful life. The following policy provisions apply where the equipment may become damaged, lost or stolen:

Equipment Damage

Equipment may become damaged and cease to function for one of three reasons: mechanical failure, accidental damage or user negligence. In instances of equipment damage, the user will be issued a loaner computer if the necessary repairs cannot be completed right away. If the equipment is damaged such that it cannot be repaired, the equipment may be replaced. The loaner equipment and/or the replacement equipment will fall under the same agreement terms as the equipment it replaces. Although the Technology Department staff will make reasonable attempts to recover any data stored on the computer, it cannot guarantee that such recovery will be successful. For this reason, it is the responsibility of the user to regularly backup his or her data.

Mechanical Failure

Mechanical failure is defined as equipment malfunction due to manufacturer defect or normal use/age. In the event of mechanical failure, there will be no financial responsibility to the user as long as the issue is addressed in a timely manner so as not to create a greater problem (e.g. not having a damaged hinge repaired causing it to subsequently break and crack the entire computer housing). These failures are generally covered by the manufacturer's warranty for the time period established at the time of purchase. (The District generally purchases a 3-year manufacturer's warranty for each system and absorbs the cost of repairs for the final 2 years of our equipment cycle.) Batteries and power adapters are covered as described in the manufacturer's warranty guidelines. In the event of mechanical failure, a Help Desk ticket should be initiated in order to obtain servicing.

Accidental Damage

Accidental damage is defined as equipment malfunction in circumstances that do not violate this or other applicable District policies, or reasonable guidelines for care of computers. In the event of accidental damage, there will be no financial responsibility to the user for the laptop computer, as long as the issue is addressed in a timely manner so as not to create a greater problem, as mentioned above. The district does, however, reserve the right to assess financial responsibility or take other appropriate action in situations where accidental damage becomes excessive. (See User Negligence below.) In the event of accidental damage, a helpdesk ticket should be initiated

User Negligence

User negligence is defined as equipment malfunction in circumstances that violate this or other District policies, or reasonable guidelines for computer care. User negligence will be determined by the Director of Technology. A negligence fee of up to \$30.00 for the first incident and \$100.00 for subsequent incidents may be assessed. If the damage to the equipment is significant, requiring the replacement of major components or the entire computer, additional amounts may be assessed as determined by the Director of Technology. Actual cost of the repair will be borne by the District. Appeals regarding charges made for user negligence must be presented in writing to the Executive Director/Superintendent.

Equipment Loss or Theft

In all instances of the loss or theft of a laptop computer, the following steps must be taken by the user:

- In all instances of suspected theft, either in or out of a District building, a police report must be filed. Copies of the police report must be filed in a timely manner with the building principal and the Technology Director.
- The loss should also be reported to the Help Desk immediately so appropriate search actions can be undertaken in a timely manner.

For the first incident of lost equipment not suspected to be the result of theft, the user will be assessed a lost equipment fee of \$250 or the actual cost of the replacement equipment, whichever is less. Any subsequent loss will be assessed at the full replacement value of the equipment. A lost equipment fee will not be charged if the equipment is suspected to have been stolen, a police report is filed, and the theft is not deemed to be the result of user negligence. (See User Negligence above.) The Technology Department/FDA will replace the equipment as soon as possible. If the lost equipment is subsequently found, it must be returned to the Technology Department/FDA office which will assess the equipment's condition and determine if a reduction or refund of the Lost Equipment Fee is appropriate. The payment of a Lost Equipment Fee does not transfer ownership of the equipment to the user.

The filing of a fraudulent incident report and/or the failure to subsequently return found equipment may result in appropriate disciplinary action. Multiple loss or theft of equipment may result in additional financial responsibility for the user and/or denial of future use of a District laptop. Appeals regarding loss/theft may be submitted in writing to the Executive

Director/Superintendent.

Financial Responsibility

The payment of any fees or other amount incurred as described above are subject to the District's financial procedures. Charges under appeal may remain unpaid as long as the user brings the written appeal to the Executive Director/Superintendent within 30 days of the original billing date of the charge.

Findlay Digital Academy

File: EI

[Adoption date: May 10, 2005]

[Revision date: October 9, 2014]

LEGAL REFS.: U.S. Const. Art. I, Section 8
Family Educational Rights and Privacy Act; 20 USC 1232g et seq.
Children's Internet Protection Act of 2000 (H.R. 4577, P.L. 106-554)
ORC 1329.54-1329.67, 3313.201 3319.321

NETWORK PRIVACY AND ACCEPTABLE USE POLICY

STAFF MEMBER AGREEMENT

_____ I have read the “Network Privacy and Acceptable Use Policy for Staff Members” relating to staff use of the computers, computer networks, and electronic messaging systems of the School District.

_____ I would like to be given access to the School District’s computer network and any electronic messaging systems. I understand that such access is a privilege, which may be withdrawn in the event of non-compliance with the above Policy.

_____ I agree to comply with the “Network Privacy and Acceptable Use Policy for Staff Members” and understand that access to the network and messaging systems is a privilege, which may be withdrawn in the event of noncompliance with the above Policy.

_____ I would like to request the use of a District laptop computer, and if such use is approved, I understand and accept the policy provisions for Laptop Computer Damage and Loss.

_____ Staff Member

_____ Print Name

_____ Signature Date

_____ Building

STUDENT'S AGREEMENT

Every student, regardless of age, must read and sign below:

I have read, understand and agree to abide by the terms of the foregoing Network Privacy and Acceptable Use Policy. Should I commit any violation or in any way misuse my access to Findlay Digital Academy's computer network and the Internet, I understand and agree that my access privilege may be revoked and disciplinary action may be taken against me.

Student Name (PRINT CLEARLY)

Home Phone

Student Signature

Date

Address

User (place an "X" in the correct blank):

I am 18 or older _____

I am under 18 _____

If I am signing this Policy when I am under 18, I understand that when I turn 18, this Policy will continue to be in full force and effect and agree to abide by this Policy.

[Reviewed October 9, 2014]

PARENT'S OR GUARDIAN'S AGREEMENT

Student Name _____

To be read and signed by parents or guardians of students who are under 18.

As the parent or legal guardian of the above student I have read, understand and agree that my child or ward shall comply with the terms of the Findlay Digital Academy's Network Privacy and Acceptable Use Policy for the student's access to the School's computer network and the Internet. I understand that access is being provided to the students for educational purposes only. However, I also understand that it is impossible for the Findlay Digital Academy to restrict access to all offensive and controversial materials and understand my child or ward's responsibility for abiding by the Policy. I am therefore signing this Policy and agree to indemnify and hold harmless, the Findlay Digital Academy and the Data Acquisition Site that provides the opportunity to the Findlay Digital Academy for computer network and Internet access against all claims, damages, losses and costs, of whatever kind, that may result from my child's or ward's use of his or her access to such networks or his or her violation of the foregoing Policy. Further, I accept full responsibility for supervision of my child or ward's use of his or her access account if and when such access is not in the Findlay Digital Academy setting. I hereby give permission for my child or ward to use the building-approved account to access the Findlay Digital Academy's computer network and the Internet.

Parent or Guardian Name(s) (PRINT CLEARLY)

Home Phone

Parent or Guardian signature(s)

Date

Address

[Reviewed October 9, 2014]

COPYRIGHT

The Board conforms to existing United States copyright laws and maintains the highest ethical standards in the use of copyrighted materials for instructional purposes.

The Board encourages its staff to enrich the learning programs by making proper use of supplementary materials. It is the responsibility of the staff to abide by the copying procedures and obey the requirements of the law. Under no circumstances may employees of the School violate copyright requirements in order to perform their duties properly. The Board is not responsible for any violations of the Copyright Act by its employees.

Public Law 94-533, The Copyright Act, affects all employees because it sets guidelines regarding the duplication and use of all copyrighted materials – print, nonprint, music, computer software and others. The Superintendent is responsible for disseminating the guidelines for duplication and use of copyrighted materials to all employees.

Any employee who is uncertain as to whether the reproducing or use of copyrighted materials complies with the procedures or is permissible under law shall contact the Executive Director/Superintendent/ designee.

[Adoption date: May 10, 2005]

[Reviewed October 9, 2014]

LEGAL REFS.: U.S. Const. Art. I, Section 8
Copyright Act, 17 USC 101 et seq.

COPYRIGHT PROCEDURES/GUIDELINES

Educational Use of Copyrighted Print Materials

1. Fair use

The fair use of copyrighted work for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship or research is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use, the factors to be considered include the:

- A. purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- B. nature of the copyrighted work;
- C. the amount and substantiality of the portion used in relation to the copyrighted work as a whole and
- D. effect of the use upon the potential market for or value of the copyrighted work.

2. Single copying for teachers

A single copy may be made of any of the following by or for a teacher at his/her individual request for his/her scholarly research or use in teaching or preparation to teach a class:

- A. a chapter from a book;
- B. an article from a periodical or newspaper;
- C. a short story, short essay or short poem, whether or not from a collective work or
- D. a chart, graph, diagram, drawing, cartoons or picture from a book, periodical or newspaper.

3. Multiple copies for classroom use

Multiple copies (not to exceed more than one copy per student in a course) may be made by or for the teacher giving the course for classroom use or discussion, provided that:

- A. the copying meets the tests of brevity, spontaneity and cumulative effect as defined below and
- B. each copy includes a notice of copyright.
 - 1) Brevity
Poetry: (a) a complete poem if less than 250 words and if printed on not more than two pages or (b) from a longer poem, an excerpt of not more than 250 words.

Prose: (a) a complete article, story or essay of less than 2,500 words or (b) an excerpt of not more than 1,000 words or 10% of the work, whichever is less, but in any event a minimum of 500 words.

Each of the numerical limits stated in “poetry” and “prose” above may be expanded to permit the completion of an unfinished line of a poem or of an unfinished prose paragraph.

Illustration: one chart, graph, diagram, drawing, cartoon or picture per book or periodical issue.

Special work: certain work in poetry, prose or "poetic prose", which often combines language with illustrations, of less than 2,500 words.

A "special work" may not be reproduced in its entirety. However, an excerpt comprising not more than two of the published pages of a special work, and containing not more than 10% of the words found in the text thereof, may be reproduced.

2) Spontaneity

The copying is at the instance and inspiration of the individual teacher. The inspiration and decision to use the work, and the moment of its use for maximum teaching effectiveness, are so close in time that it would be unreasonable to expect a timely reply to a request for permission.

3) Cumulative effect

The copying of the material is for only one course in the School in which copies are made.

Not more than one short poem, article, story or essay, or two excerpts, may be copied from the same author, nor more than three from the same collective work or periodical volume, during one class term.

The limitations stated in the preceding two paragraphs shall not apply to current news periodicals and newspapers and current news sections of other periodicals.

The limitations as to single copying for teachers and multiple copies for classroom use are applicable.

4. Prohibitions

- A. Copying shall not be used to create, replace or substitute for anthologies, compilations or collective works. Such replacements or substitutions may occur whether copies of various works or excerpts there from are accumulated or reproduced and used separately.

- B. There shall be no copying of or from works intended to be “consumable” in the course of study or teaching. These include workbooks, exercises, standardized tests, test booklets, answer sheets and similar consumable material.

- C. Copying shall not:
 - 1) substitute for the purchase of books, publishers’ reprints or periodicals;
 - 2) be directed by higher authority or
 - 3) be repeated with respect to the same item by the same teacher from term to term.

- D. No charge shall be made to the student beyond the actual cost of the photocopying.

Educational Use of Copyrighted Music

1. Permissible uses

- A. Emergency copying may be done to replace purchased copies which for any reason are not available for an imminent performance, provided purchased replacement copies shall be substituted in due course.
- B. For academic purposes other than performance, single or multiple copies of excerpts of works may be made, provided that the excerpts do not comprise a part of the whole which would constitute a performable unit such as a section, movement or area, but in no case more than 10% of the whole work. The number of copies shall not exceed one copy per student.
- C. Printed copies that have been purchased may be edited or simplified, provided that the fundamental character of the work is not distorted or that lyrics, if any, are not altered or added.
- D. A single copy of recordings of performances by students may be retained by the educational institution or individual teacher.
- E. A single copy of a sound recording (such as a tape, disc or cassette) of copyrighted music may be made from sound recordings owned by an educational institution or an individual teacher for the purpose of constructing aural exercises or examinations and may be retained by the educational institution or individual teacher. (This pertains only to the copyright of the music itself and not to any copyright, which may exist in the sound recording.)

2. Prohibitions

- A. Copying shall not be used to create, replace or substitute for anthologies, compilations or collective works.
- B. Copying of or from works intended to be “consumable” in the course of study or of teaching such as workbooks, exercises, standardized tests, answer sheets and similar material is prohibited.

- C. Copying shall not be used for the purpose of performance except as previously stated.
- D. Copying shall not be used for the purpose of substituting for the purchase of music except as previously stated.
- E. Copying without inclusion of the copyright notice, which appears on the printed copy, is prohibited.

Educational Use of Copyrighted Audio-Visual Material

1. Before reproducing small portions of sound recordings, filmstrips, slide sets, transparencies or motion pictures, or videotaping commercial television broadcasts, employees shall consult with the principal to determine whether the proposed action complies with the “fair use” principles of the Copyright Act.
2. School recordings may be made of certain instructional television programs telecast by the local Public Broadcasting Systems educational television station. Before recording the telecast, the following conditions shall be satisfied.
 - A. The monthly list of programs not licensed for recording shall be consulted. Any program listed shall not be recorded.
 - B. Recordings may be used in classroom or instructional settings as an educational activity or at a PTA meeting, board meeting or similar activity.
 - C. Recordings shall be used only in the facilities of the School and shall not be loaned or made available outside of those facilities.
 - D. Recordings made from evening programs, which may be copied, shall be retained for no more than seven days following the telecast unless an extension is received in writing in advance. Daytime telecasts may be recorded and retained permanently unless otherwise notified.

Educational Use of Copyrighted Library Material

1. A library may make a single copy of unpublished work in order to replace it because it is damaged, deteriorated, lost or stolen, provided that an unused replacement cannot be obtained at a fair price.
2. A library may provide a single copy of copyrighted material at cost to a student or staff member.
 - A. The copy must be limited to one article of a periodical issue or a small part of other material, unless the library finds that the copyrighted work cannot be obtained elsewhere at a fair price. Under the latter circumstances, the entire work may be copied.
 - B. The copy shall contain the notice of copyright, and the student or staff member shall be notified that the copy is to be used only for private study, scholarship or research. Any other use subjects the person to liability for copyright infringement.
3. At the request of the teacher, copies may be made for reserve use. The same limits apply as for single or multiple copies as previously stated.

4. Illegal copies of copyrighted software shall not be made or used on Findlay Digital Academy equipment.
5. Digital Academy Board/Findlay City School District administrators shall be designated as the only individuals who may sign license agreements for educational software used on Findlay Digital Academy computers.
6. Documentation of licenses for software used on Findlay Digital Academy computers will be located at the site where the software is being used.

Unsupervised Copy Equipment

The following notice, in large type, shall be affixed to all Findlay Digital Academy copying equipment (Xerox, Thermofax, audiotape recorder, videotape recorder and copy camera):

NOTICE: THE COPYRIGHT LAW OF THE UNITED STATES GOVERNS THE MAKING OF COPIES OF COPYRIGHTED MATERIAL. THE PERSON USING THIS EQUIPMENT IS LIABLE FOR ANY INFRINGEMENT.

WARNING CONCERNING COPYRIGHT RESTRICTIONS

THE COPYRIGHT LAW OF THE UNITED STATES GOVERNS THE MAKING OF COPIES OR OTHER REPRODUCTION OF COPYRIGHTED MATERIAL.

UNDER CERTAIN CONDITIONS SPECIFIED IN THE LAW, LIBRARIES AND ARCHIVES ARE AUTHORIZED TO FURNISH A PHOTOCOPY OR OTHER REPRODUCTION. ONE OF THESE SPECIFIED CONDITIONS IS THAT THE PHOTOCOPY OR REPRODUCTION IS NOT TO BE "USED FOR ANY PURPOSE OTHER THAN PRIVATE STUDY, SCHOLARSHIP OR RESEARCH." IF A USER MAKES A REQUEST FOR, OR LATER USES, A PHOTOCOPY OR REPRODUCTION FOR PURPOSES IN EXCESS OF "FAIR USE," THAT USER MAY BE LIABLE FOR COPYRIGHT INFRINGEMENT.

THIS INSTITUTION RESERVES THE RIGHT TO REFUSE TO ACCEPT A COPYING ORDER IF, IN ITS JUDGMENT, FULFILLMENT OF THE ORDER WOULD INVOLVE VIOLATION OF COPYRIGHT LAW.

(Approval date: May 5, 2005)
[Reviewed October 9, 2014]

TELEPHONE SERVICES

Digital Academy Board/Findlay City School District telephones are provided for official school use. In order to permit staff members to make necessary personal calls with minimum loss of time, certain telephones may be used for personal calls. Staff members making personal calls are responsible for and shall pay any long distance and/or toll charges.

Use of a Personal Cellular Telephone While at Work

Personal calls during work hours can interfere with employee productivity and be distracting to others, regardless of whether on a cellular or regular telephone. Employees are expected to use discretion in using personal cellular telephones while at work.

[Adoption date: May 10, 2005]

[Revision date: October 9, 2014]

LEGAL REFS.: ORC 3313.20
OAC 3301-35-06

File: EH

DATA AND RECORDS RETENTION

All records¹ are the property of the Findlay Digital Academy and are not removed, destroyed, mutilated, transferred or otherwise damaged or disposed of, in whole or in part, except as provided by law. Such records shall be delivered by outgoing officials and employees to their successors and shall not be otherwise removed, transferred or destroyed unlawfully. When applicable to records, the Findlay Digital Academy will abide by the Ohio Privacy Law.

The Executive Director/Superintendent designates a “Records Officer” in who is responsible for all aspects of records retention.

Findlay Digital Academy will follow all ORC procedures pertaining to school records of adjudicated delinquents after their court records are expunged.

[Adoption date: May 10, 2005]

[Reviewed October 9, 2014]

LEGAL REFS.: ORC 149.43
1347

¹Records include any documents devices or items, regardless of physical form or characteristic, created or received by or coming under the jurisdiction of the Findlay Digital Academy, which serves to document the organization, functions, policies, decisions, procedures, operations or other activities of the Findlay Digital Academy. ORC Section149.011

SERVICE ANIMALS

Students and staff members with disabilities are permitted to be accompanied by a “service animal” in School buildings in accordance with the Americans with Disabilities Act, 28 C.F.R. Part 35.

A service animal is any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability. The work or tasks performed by a service animal must be directly related to the handler’s disability. The provision of emotional support by an animal does not constitute “work” or “tasks” for purposes of this definition.

The use of service animals shall be subject to the following conditions:

1. Requests for use of a service animal must be submitted in writing to the Superintendent at least 10 school days prior to the intended use of the animal, and must receive the Superintendent’s written permission. The owner must provide documentation of vaccinations verified by a licensed veterinarian, as required by law and as specified by the local health department or other authorized agency. Vaccinations must be kept current, with proof submitted on an annual basis.
2. Service animals must be spayed or neutered.
3. Service animals must be treated for, and kept free of fleas, ticks, and other insects and parasites.
4. Service animals must be kept cleaned and groomed so as to prevent shedding and dander to the maximum extent possible.
5. Service animals must wear proper identification and be controlled by a harness, leash, or other tether, unless the handler is unable, because of a disability, to use a harness, leash, or other tether; or the use of a harness, leash, or other tether would interfere with the service animal’s safe, effective performance of work or tasks. In that case, the handler must use voice control, signals, or other effective means to control the service animal.

The School’s review of a request for the use of a service animal may include consideration by a student’s individualized education program (IEP) team or Section 504 team. Also, the School may require a meeting with and/or additional information from any individual requesting the use of a service animal, including, but not limited to, documentation/consultation with the health care provider of the individual with a disability.

Removal of a Service Animal

A service animal will be removed from a School building in any of the following situations:

1. The animal is out of control, and the animal's handler does not take effective action to immediately control the animal's behavior;
2. The animal poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modifications;
3. The animal is not housebroken;
4. The animal's presence or behavior fundamentally interferes with the functions of the School; or
5. The animal's presence would fundamentally alter the nature of the service, program, or activity.

The owner of a service animal permitted in a School building is liable for any personal injuries or property damage caused by the service animal. Such owner must agree to indemnify, defend, and hold the Board and its employees harmless for any such damages. Further, the owner shall be required to submit a certificate of liability insurance covering the service animal and listing the Board as an additional insured as required by Ohio law. The owner must provide the School information on any change to the insurance plan while the animal is on School property.

The School shall not be responsible for the care, assistance, or supervision of a service animal.

The School's approval of the use of a service animal on School property is subject to periodic review, revision, or revocation.

LEGAL REF.: R.C. 955.43; 42 U.S.C. Chapter 126

[Adopted: December 5, 2019]