

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
September 9, 2024
6:00 p.m.

I. Opening of the Meeting

A. Call to order – President

B. Roll Call

E. Beeghly ____ B. Deacon ____ B. Myers ____ L. Noble ____ T. Parks ____

C. Pledge of Allegiance

D. Recognition

The Administration would like to recognize the Eaton Police Department and our School Resource Officers for 5 years of exemplary service.

E. Executive Session

To consider the employment of a public employee or official.

The following individuals are invited to attend: _____

Motion by _____, second by _____ to convene executive session.

Beeghly ____ Deacon ____ Myers ____ Noble ____ Parks ____

President declares motion _____

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

II. Treasurer's Business – Rachel Tait

ADOPTION OF CONSENT AGENDA ITEM – FINANCIAL

Action by the Board of Education in "Adoption of Consent Agenda Item" at this point of the agenda means that item A is adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the "Consent Agenda Items" and voted on separately.

A. The Treasurer recommends approval of the following:

1. Approve minutes of the August 5, 2024 Special Board Meeting.
2. Approve minutes of the August 12, 2024 Regular Board Meeting.
3. Submission of Warrants for August.
4. Submission of Financial Report for August.
5. Submission of Investment Report for August.
6. Approve adding HS Hope Squad fund 200-9495.
7. Approve moving Alyssa Stewart to Masters on the salary schedule effective August 29, 2024.

Motion by _____, second by _____

Discussion

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____.

III. Reports

- A. Miami Valley Career Technology Center Report – Terry Parks**
B. Parks and Recreation Board Report – Ben Myers
C. Superintendent Report – Jeff Parker
D. Other Reports

IV. Old Business

V. New Business

ADOPTION OF CONSENT AGENDA ITEMS - PERSONNEL

Action by the Board of Education in "Adoption of Consent Agenda Items" at this point of the agenda means that items A through M are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the "Consent Agenda Items" and voted on separately.

A. Employment Certificated Staff

The Administration recommends the following mentor for the 2024-2025 school year, to be paid \$600.00 for supporting first year teachers and resident educators. All mentors are receiving or have received the required State training.

1. Jennifer Jones

B. Employment – Long Term Substitute Teacher

The Administration recommends the employment of the following personnel as a long-term substitute teacher on a one-year limited contract for the 2024-2025 school year (July 1, 2024 – June 30, 2025). Employment contingent upon completion of all local and state requirements, including but not limited to background checks and appropriate license. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

1. Krysten Mikesell

C. Employment – Certificated Staff Extra-Curricular Supplemental Contracts for the 2024-2025 School Year

The Administration recommends the following supplemental contracts for the 2024-2025 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Tim Holland, Washington D.C. Trip Coordinator
2. Nathan Islamovsky, Hi-Y Advisor

D. Employment – Certificated Staff – Amend Resolution

The Administration recommends approval to amend Resolution 2223-70, Item V.C.2.q., from April 13, 2023, Employment-Certificated Staff, for Brittany Prince to a half time position for the 2024-2025 school year.

E. Employment Classified Staff

The Administration recommends the employment of the following personnel for the 2024-2025 school year, effective the day after board approval unless otherwise noted. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Joyce Black, Cafeteria Worker
2. Heather Flem, Educational Aide, retroactive to August 30, 2024.
3. Nora Fogt, Student Monitor, retroactive to August 21, 2024.

F. Create and Post Classified Position

The Administration recommends approval to create and post the following classified position for the 2024-2025 school year. Salary and benefits to be paid in accordance with Board Policy and the Negotiated Agreement.

1. One (1) Educational Aide

G. Employment – Non-Certificated Substitutes

The Administration recommends employment of the following personnel for the 2024-2025 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy, and Administrative Rules and Regulations with no fringe benefits.

1. Amy Owens, Substitute Educational Aide and Substitute Cafeteria Worker.
2. Jacqueline Pardue, Substitute Cafeteria Worker.
3. Jennifer Puckett, Substitute Educational Aide.
4. Whitney Drewry, Substitute Bus Driver, retroactive to September 3, 2024.

H. Authorization to Operate School Van

The Administration recommends authorization for the following employees to operate the school van to transport students during the 2024-2025 school year, pending completion of all state and local requirements. Effective the day following the Board meeting unless otherwise noted.

1. Heather Flem, retroactive to August 30, 2024.

I. Employment – Certificated Staff Athletic Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2024-2025 school year. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Robert Ebright, Varsity Baseball Coach
2. Jeff Kiracofe, 8th Grade Boys Basketball Coach

J. Employment – Certificated Non-Staff Extracurricular Positions

The following positions have been posted and no employee of the district holding an educator license, who meets all of the Board's qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of these nominees on one-year limited contracts for the 2024-2025 school year, or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Mark Silvers, Varsity Girls Wrestling Coach
2. Frank Wright, Reserve Baseball Coach

K. Employment of Non-certificated Extracurricular Positions

The following positions have been posted and neither an employee of the district holding an educator license, who meets all of the Board's qualifications, nor a nonemployee of the district holding an educator license, who meets all of the Board's qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of this nominee on one-year limited contract for the 2024-2025 school year, or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Andrew Dafler, Boys Wrestling-Middle School
2. Clayton Kiracofe, 7th Grade Boys Basketball Coach
3. Maggie Neanen, Varsity Softball Coach
4. Bradley Moore, Reserve Softball Coach
5. Richard Shafer, Reserve Boys Basketball Coach

L. Volunteers

The High School Administration recommends approval of the following volunteers for the 2024-2025 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Scott Couch, HS Football Volunteer
2. M. Tony Hargis, HS Girls Basketball Volunteer
3. Jeff Parker, HS Baseball Volunteer
4. Trevor Pittman, HS Baseball Volunteer
5. Robbie Sams, HS Baseball Volunteer

M. Employment – Certificated Staff – Substitute Teachers/Tutors as Certified by the Preble County Educational Service Center

The Administration recommends approval of the following substitute teachers/home instruction tutors for the 2024-2025 school year, as certified by the Preble County Educational Service Center.

1. Jenny Campbell-Roux
2. Mark Carnahan
3. Sarah Clabaugh
4. Katie Giffen
5. Velma S. Julian
6. Kevin Montgomery
7. Andrew D. Riley
8. Amber Rollins
9. Andrew Wade, retroactive to August 26, 2024.

Motion by _____, second by _____

Discussion

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____.

N. Employment – Certificated Staff – Substitute Teacher/Tutor as Certified by the Preble County Educational Service Center

The Administration recommends approval of the following substitute teachers/home instruction tutors for the 2024-2025 school year, as certified by the Preble County Educational Service Center. Employment contingent upon meeting all local requirements.

1. Kaidlyn A. Allison
2. Jennifer Bengé
3. Deborah Bradley
4. Donald J. Davidson
5. Jaclyn Erbaugh

6. Sabrina E. Gramaglia
7. Madelyn M. Harrison
8. Jennafer L. Kramer
9. Hannah Lee
10. Rylee Minner
11. Makenna Orona
12. Amy Owens
13. Tina Wagers

Motion by _____, second by _____

Discussion

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____.

ADOPTION OF CONSENT AGENDA ITEMS - ADMINISTRATIVE

Action by the Board of Education in "Adoption of Consent Agenda Items" at this point of the agenda means that items O through T are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the "Consent Agenda Items" and voted on separately.

O. Donations

The Administration recommends acceptance of the following donations.

1. Alpha Garden Club, book set to East Elementary.
2. Cottontail Express 4-H Club, school supplies to Bruce Elementary
3. Cynthia Henry, Singer sewing machine and case to Eaton High School.
4. Preble County Retired Teachers Association, school supplies to East Elementary and Bruce Elementary.

P. Overnight Student Travel

The Administration recommends approval of the following overnight student travel.

1. Eaton Cross Country and advisors to Bardstown, KY for September 27-28, 2024 to participate in the Thomas Nelson – Hillbilly Run Invitational.
2. Eaton FFA students and advisors to Indianapolis, IN for October 22-25, 2024 to participate in the National FFA Convention.
3. High School Softball Team to Pigeon Forge, TN from March 30th to April 2, 2025, during Spring Break, to the play at the Ripken Complex.

Q. Agreement with Education Plus, LLC

The Administration recommends entering into a three-year agreement with Education Plus, LLC for assistance with the Federal E-Rate Program application process for FY25, FY26 and FY27 funding years (Attachment A).

R. Agreements with Montgomery County Educational Service Center

The Administration recommends the approval of the following agreements for the 2024-2025 school year for services from the Montgomery County Educational Service Center.

1. Autism & Low Incidence Coaching Team, (Attachment B).
2. Educational Assessment Team, (Attachment C).

S. Board Policy Updates

The Administration recommends the second reading and adoption of the following updated Board Policies, (Appendix A).

1. Policy 2623 – Student Assessment and Academic Intervention Services
2. Policy 2623.02 – Third Grade Reading Guarantee
3. Policy 3120.04 – Employment of Substitutes
4. Policy 3140 – Termination and Resignation
5. Policy 4124 – Employment Contract
6. Policy 4140 – Termination and Resignation
7. Policy 5310 – Health Services
8. Policy 8600 – Transportation
9. Policy 8600.04 – Bus Driver Certification
10. Policy 8640 – Transportation for Non-Routine Trips
11. Policy 8650 – Transportation by Vehicles Other Than School Buses
12. Policy 8660 – Incidental Transportation of Students by Private Vehicle

T. Obsolete Items

The Administration recommends approval to declare certain items as obsolete and to dispose of them accordingly.

1. 8 VHS tapes in library, High School
2. 25 Library books of no value, High School
3. 1 Mucha's Floral Borders, High School
4. 11 Art Illustration Books, High School
5. 3 Airbrushes, High School

Motion by _____ second by _____

Discussion.

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____.

U. Executive Session

To consider the employment of a public official or employee.

The following individuals are invited to attend Rachel Tait

Motion by _____, second by _____ to convene executive session.

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

VI. Adjournment

Motion by _____, seconded by _____, to adjourn the meeting.

Discussion

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____

President adjourns meeting at _____ p.m.

Upcoming Meeting

Meeting: Regular Board Meeting
Date/Time: Monday, October 7, 2024 - 6:00 p.m.
Location: Hollingsworth East Elementary

Meeting: Regular Board Meeting
Date/Time: Thursday, November 14, 2024 - 6:00 p.m.
Location: Hollingsworth East Elementary Cafeteria

ATTACHMENT A

Lisa Noble
Board of Education President
Eaton Community Schools
304 Eaton-Lewisburg Road
Eaton, OH 45320



August 11, 2024

Dear Lisa,

Thank you for your interest in contracting with me to assist with the Federal E-Rate Program application process on behalf of **Eaton Community Schools**. The contract term will be for three years, covering FY2025, FY2026, and FY2027. The annual fee to file your applications will be **\$7,000.00**. This fee includes filing both Category 1 and Category 2 applications. **Please note: no early termination fees will apply should the contract be canceled before the completion of the 3-year term.**

The annual fee will be invoiced after the submission of the Form 471 application.

Work will begin on receipt of this signed contract. This contract also serves as the official "Letter of Agency" (LOA) that authorizes **Education Plus, LLC** and Lorrie Germann to act on behalf of **Eaton Community Schools** regarding E-Rate matters. In addition, access to the USAC "E-rate Productivity Center" (EPC) will be provided, granting "Full" rights to the account information. You will be required to review applications submitted on your behalf. If you are unavailable, I will be notified of changes in staff with whom I must communicate to submit timely & proper applications.

Services to Be Performed Will Include:

- Verify Free and reduced Lunch data from the latest available District or Ohio Department of Education records.
- Complete & Submit Form 470 Application, when needed, using the information to be provided by district staff - prior to deadlines
- Observe the mandatory 28-day "Competitive Bidding" period, collect and document all bids for review and decisions by District Administrators, and review and verify or amend Form 470 Receipt Notification Letter (RNL).
- Verify Service Providers' eligibility status and collect data on services to be purchased for Form 471—Service Specifics, Quantities, Capacities, Costs, etc., using the information provided by district staff.
- Complete & submit Form 471 application/s in accordance with deadlines.
- Review Form 471 Receipt Acknowledgement Letter (RAL) for accuracy & opportunities to increase funding and address Program Integrity Assurance (PIA) reviewer questions & concerns regarding application and review.
- Verify the Funding Decision Commitment Letter (FCDL) and communicate the results to district staff so that POs can be generated or contracts can be established to start services.
- Write and file appeals for any unfavorable funding decisions and assist in the event of a "Special Review" by providing "application-related" information as required.
- Complete & submit Form 486 application verifying start of service.
- Assist with the filing of the new Form 498 to provide direct BEAR payments to the district.
- Complete & submit Form 472 "Billed Entity Applicant Reimbursement" (BEAR) Form (if required), in accordance with deadlines for FY2025, FY2026, and FY2027 funding requests.

ATTACHMENT A

- Provide application-related information & documentation in the event of an audit - address auditor's application-related questions/issues as appropriate & provide electronic copies of all application-related records in my possession, as requested by federal auditors.

IMPORTANT NOTE: Your staff is required to provide information and documents requested for the preparation of E-Rate application forms no later than 30 days prior to all applicable deadlines so that applications can be filed in accordance with those deadlines. Failure to do so may result in applications being submitted with missing or incorrect information and an eventual reduction or loss of funding, for which Lorrie Germann is not responsible. Lorrie Germann's liability is limited to the amount of the "base fee". Please acknowledge your agreement to the above terms and conditions by signing and dating below.

Lisa Noble
Board of Education President
Eaton Community Schools

Lorrie Germann
Education Plus, LLC
Contractor

By: _____

Date: _____

By: Lorrie Germann

Date: August 11, 2024

Company Information:

Education Plus, LLC
2692 Madison Rd.
Suite N1, #258
Cincinnati, OH 45208
740-253-1153
lorrie.germann@erate-edplus.com

SERVICE AGREEMENT

2024-2025 School Year

This AGREEMENT shall serve as a contract between the Eaton Community Schools ("District") and the Montgomery County Educational Service Center ("Montgomery County ESC") beginning on July 1, 2024 and ending on June 30, 2025. Services will be provided and billed for the 2024-2025 school year.

1. SERVICES

- a. The Montgomery County ESC shall provide the following services to the District:

Autism & Low Incidence Coaching Team
Individual and Classroom Coaching Referrals are 1 year in Duration

2. COMPLIANCE

- a. Autism & Low Incidence Coaching Team services shall be rendered in compliance with law, and in accordance with acceptable standards and caseload.
- b. The parties shall cooperate in order to facilitate the success of the students served by the District and Montgomery County ESC, and, in particular, the District agrees to cooperate with Montgomery County ESC in the performance of Montgomery County ESC's duties and obligations hereunder.

3. COMPENSATION

- a. Based on the estimated cost of the services provided by the Montgomery County ESC, as provided above, the District agrees to pay the Montgomery County ESC the amount of \$3,750/referral/semester pursuant to R.C. 3313.845 or applicable law. Both the District and the Montgomery County ESC understand and agree that this amount is based on estimated costs only and shall be modified pursuant to Section 3(c) of this Agreement.
- b. The District agrees to make payment in the amount listed in Section 3(a) to the Montgomery County ESC. The Montgomery County ESC will provide the District with an invoice for services hereunder upon completion. Payment is due within 30 days of the District's receipt of each invoice.
- c. Reconciliation of actual costs for said services shall be made at the end of the fiscal year with the final bill representing the actual/adjusted bill for services.

4. LICENSURE/CERTIFICATION

The Montgomery County ESC will ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by the Montgomery County ESC for inspection, upon request, by the District.

5. MANNER OF PROVIDING SERVICES

In performing the Services, the Montgomery County ESC at all times shall exercise independent professional judgment and shall determine the manner by which the Services are to be rendered. Except as otherwise agreed by the parties, the individuals performing Services pursuant to this Agreement will at all times remain employees or contractors of the Montgomery County ESC and Montgomery County ESC shall be solely responsible for all payroll functions, including retirement system contributions and all other legal withholding and/or payroll taxes, with respect to its employees. Unless otherwise agreed by the parties, Montgomery County ESC will be responsible for the training and direct supervision of its employees when they are providing Services to the District. Services

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f @MontgomeryCountyESC | t @MCESC

shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of Montgomery County ESC. At the discretion of Montgomery County ESC, personnel who are assigned by Montgomery County ESC to provide Services may also be assigned to provide services unrelated to the District (i.e., such personnel need not be exclusively assigned by Montgomery County ESC to provide Services hereunder).

6. CRIMINAL RECORDS CHECKS ON EMPLOYEES

The Montgomery County ESC will ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied.

7. EVALUATIONS

The Board agrees that it shall be responsible for conducting evaluations of Montgomery County ESC personnel assigned to the District as required by R.C. 3319.01, 3319.02, 3319.11, 3319.111, or any other applicable provision of the Ohio Revised Code.

8. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

- a. The District and Montgomery County ESC acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both the District and Montgomery County ESC agree that they will only use Confidential Information of the other party in the performance of its obligations under this Agreement and that it will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.
- b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.
- c. The parties acknowledge that under the terms of this Agreement they may be exchanging personally identifiable student information. Each party agrees that it shall not, and shall ensure that its respective employees, contractors, subcontractors, representatives or agents do not, access, use or disseminate any student information deemed personally identifiable, as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio R.C. §3319.321, in violation of the terms of those laws or other law applicable to Montgomery County ESC or the District with respect to such information. Each party shall ensure that its respective employees, contractors, subcontractors, representatives or agents who are provided with access to personally identifiable student information will be trained in FERPA requirements and their duties to handle such information in compliance with those requirements.

9. UNEMPLOYMENT

The District agrees to pay, for any programs or services in which it has elected to participate, the pro-rata share of any unemployment benefits which may become payable due to the cancellation of the service or program.

10. FORCE MAJEURE

Neither the District nor Montgomery County ESC shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

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f @MontgomeryCountyESC | t @MCEC

12. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if the District and/or Montgomery County ESC is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local law, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the District and Montgomery County ESC.

13. WAIVER OF BREACH

The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

14. BINDING EFFECT

This Agreement shall not be binding until adopted by the Board and Montgomery County ESC in public session and executed by the parties.

15. MEDICAID SCHOOL PROGRAM

With regard to any therapy services provided by the Montgomery County ESC pursuant to this Agreement, the Montgomery County ESC (1) will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.

Please sign and return this agreement to the Treasurer, Montgomery County Educational Service Center.

For Eaton Community Schools:

Superintendent's Signature

Date

Treasurer's Signature

Date

For Montgomery County ESC:

Superintendent's Signature

Date

Treasurer's Signature

Date

SERVICE AGREEMENT

2024-2025 School Year

This AGREEMENT shall serve as a contract between the Eaton Community Schools ("District") and the Montgomery County Educational Service Center ("Montgomery County ESC") beginning on July 1, 2024 and ending on June 30, 2025. Services will be provided and billed for the 2024-2025 school year.

1. SERVICES

- a. The Montgomery County ESC shall provide the following services to the District:

Educational Assessment Team

\$2,500 – Functional Vision, Functional Hearing, Auditory Processing, and O & M evaluations

\$5,000 – Autism, Augmentative & Alternative Communication, and Assistive Technology evaluations

\$7,500 – Independent Educational Evaluations (IEE)

2. COMPLIANCE

- a. Educational Assessment Team services shall be rendered in compliance with law, and in accordance with acceptable standards and caseload.
- b. The parties shall cooperate in order to facilitate the success of the students served by the District and Montgomery County ESC, and, in particular, the District agrees to cooperate with Montgomery County ESC in the performance of Montgomery County ESC's duties and obligations hereunder.

3. COMPENSATION

- a. Based on the estimated cost of the services provided by the Montgomery County ESC, as provided above, the District agrees to pay the Montgomery County ESC the amount(s) according to Section 1(a) pursuant to R.C. 3313.845 or applicable law. Both the District and the Montgomery County ESC understand and agree that this amount is based on estimated costs only and shall be modified pursuant to Section 3(c) of this Agreement.
- b. The District agrees to make payment in the amount listed in Section 3(a) to the Montgomery County ESC. The Montgomery County ESC will provide the District with an invoice for services hereunder upon completion. Payment is due within 30 days of the District's receipt of each invoice.
- c. Reconciliation of actual costs for said services shall be made at the end of the fiscal year with the final bill representing the actual/adjusted bill for services.

4. LICENSURE/CERTIFICATION

The Montgomery County ESC will ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by the Montgomery County ESC for inspection, upon request, by the District.

5. MANNER OF PROVIDING SERVICES

In performing the Services, the Montgomery County ESC at all times shall exercise independent professional judgment and shall determine the manner by which the Services are to be rendered. Except as otherwise agreed by the parties, the individuals performing Services pursuant to this Agreement will at all times remain employees or contractors of the Montgomery County ESC and Montgomery County ESC shall be solely responsible for all

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f @MontgomeryCountyESC | t @MCESC

payroll functions, including retirement system contributions and all other legal withholding and/or payroll taxes, with respect to its employees. Unless otherwise agreed by the parties, Montgomery County ESC will be responsible for the training and direct supervision of its employees when they are providing Services to the District. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of Montgomery County ESC. At the discretion of Montgomery County ESC, personnel who are assigned by Montgomery County ESC to provide Services may also be assigned to provide services unrelated to the District (i.e., such personnel need not be exclusively assigned by Montgomery County ESC to provide Services hereunder).

6. CRIMINAL RECORDS CHECKS ON EMPLOYEES

The Montgomery County ESC will ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied.

7. EVALUATIONS

The Board agrees that it shall be responsible for conducting evaluations of Montgomery County ESC personnel assigned to the District as required by R.C. 3319.01, 3319.02, 3319.11, 3319.111, or any other applicable provision of the Ohio Revised Code.

8. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

- a. The District and Montgomery County ESC acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both the District and Montgomery County ESC agree that they will only use Confidential Information of the other party in the performance of its obligations under this Agreement and that it will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.
- b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.
- c. The parties acknowledge that under the terms of this Agreement they may be exchanging personally identifiable student information. Each party agrees that it shall not, and shall ensure that its respective employees, contractors, subcontractors, representatives or agents do not, access, use or disseminate any student information deemed personally identifiable, as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio R.C. §3319.321, in violation of the terms of those laws or other law applicable to Montgomery County ESC or the District with respect to such information. Each party shall ensure that its respective employees, contractors, subcontractors, representatives or agents who are provided with access to personally identifiable student information will be trained in FERPA requirements and their duties to handle such information in compliance with those requirements.

9. UNEMPLOYMENT

The District agrees to pay, for any programs or services in which it has elected to participate, the pro-rata share of any unemployment benefits which may become payable due to the cancellation of the service or program.

10. FORCE MAJEURE

Neither the District nor Montgomery County ESC shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

12. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if the District and/or Montgomery County ESC is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local law, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the District and Montgomery County ESC.

13. WAIVER OF BREACH

The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

14. BINDING EFFECT

This Agreement shall not be binding until adopted by the Board and Montgomery County ESC in public session and executed by the parties.

15. MEDICAID SCHOOL PROGRAM

With regard to any therapy services provided by the Montgomery County ESC pursuant to this Agreement, the Montgomery County ESC (1) will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.

Please sign and return this agreement to the Treasurer, Montgomery County Educational Service Center.

For Eaton Community Schools:

Superintendent's Signature

Date

Treasurer's Signature

Date

For Montgomery County ESC:

Superintendent's Signature

Date

Treasurer's Signature

Date

Appendix A
Board Policy Updates
September 9, 2024





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| Book | Policy Manual |
| Section | Policies Recommended for the BOE (42.2 Winter 2024 Update) |
| Title | STUDENT ASSESSMENT AND ACADEMIC INTERVENTION SERVICES |
| Code | po2623 |
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| Last Revised | November 6, 2017 |

2623 - STUDENT ASSESSMENT AND ACADEMIC INTERVENTION SERVICES

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

The Board shall administer the State-mandated tests (e.g., diagnostic assessments and achievement tests) to students at the times designated by the State Board of Education. The Board may, for medical reasons or other good cause, excuse a student from taking a State-mandated test on the date scheduled, but any such test shall be administered to such excused student not later than nine (9) days following the scheduled date. The Board shall annually report, not later than June 30th, the number of students who have not taken one (1) or more of the State-mandated tests to the State Board of Education.

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

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

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

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

The Superintendent shall develop a program of testing that includes:

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

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

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

"Diagnostic assessment" means "an assessment aligned with Ohio academic content standards and model curriculum, designed to measure student comprehension of academic content and mastery of related skills for a relevant subject area at each grade level, kindergarten through three, as defined in R.C. 3301.079."

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

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

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

The Superintendent shall develop:

- A. procedures for the regular collection of student performance data;
- B. a plan for the design of classroom-based intervention services to meet the instructional needs of individual students as determined by the results of diagnostic assessments; and
- C. procedures for using student performance data to evaluate the effectiveness of intervention services and, if necessary, to modify such services.

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

The Board shall require that:

- A. by June 30 each year, parents are provided with the score of any State-mandated assessment or test administered to their student;
Results will be sent via mail or email or, alternatively, will be posted to a secure portal that families can access on the District's or school's website. R.C. 3313.6029
- B. parents be informed of the testing program of the schools and of the special tests that are to be administered to their children;
- C. data regarding individual test scores be entered on the student's cumulative record, where it will be subject to the Board's student records policy;

D. the aggregate results of each school-wide, program-wide, and District-wide test be made part of the public record.

Summer remediation services shall meet the following conditions:

- A. the remediation methods are based on reliable educational research
- B. testing will be conducted before and after students participate in the program to facilitate monitoring results of the remediation services
- C. the parents of participating student will be involved in programming decisions
- D. the services will be conducted in a school building or community center and not on an at-home basis

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

- A. a unique State student Identification code or a student data verification code as required in accordance with R.C. 3301.0714(D)(2)
- B. a list or designation of which tests are required and which tests are not required
- C. a list or designation of which tests, required or not required, are taken and which are not taken at each test administration period
- D. score for each test taken, required or not
- E. whether each student attained the requisite performance standard designated for each required test
- F. what if any tests must still be taken
- G. whether or not intervention must be provided
- H. for each test required for graduation, the date passed must be recorded on the student's transcript

No information shall be on the student's transcript for a test not passed.

When a student who has taken State-mandated tests in one (1) school leaves that school to enroll in another school, the school previously attended shall provide, immediately upon request by a school official from the enrolling school, all applicable records set forth above.

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

During the school year following the year in which the tests prescribed by R.C. 3301.0710(A)(1) are administered to any student, the Board shall provide appropriate intervention services, commensurate with the student's test performance, including any intensive prevention, intervention, or remediation required under R.C. 3301.0711, 3301.0715, 3313.608 or R.C. 3313.6012, in any skill in which the student failed to demonstrate at least a score of proficient level on an achievement test.

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

All identified students with disabilities in the School District shall be considered for participation in the State-mandated testing. The extent of the student's participation shall be determined by the IEP Team.

Accordingly, the student's IEP shall require that ~~the students~~ he take:

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

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

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

Program evaluations will be reviewed and updated every five (5) years. A schedule for such will be developed and implemented by the Superintendent.

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

This policy shall be reviewed and updated annually.

~~See Policy 2623.02 - Third Grade Reading Guarantee~~

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

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|------------------|-------------------------------------------|
| Cross References | po2623.02 - THIRD GRADE READING GUARANTEE |
|------------------|-------------------------------------------|

Last Modified by Norm Burkhardt on July 12, 2024



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| Book | Policy Manual |
| Section | Policies Recommended for the BOE (42.2 Winter 2024 Update) |
| Title | THIRD GRADE READING GUARANTEE |
| Code | po2623.02 |
| Status | |
| Adopted | October 12, 2015 |
| Last Revised | January 8, 2024 |

2623.02 - THIRD GRADE READING GUARANTEE

All students entering the third grade are expected to demonstrate a certain level of competency in reading before advancing to the fourth grade.

In accordance with State law, the Superintendent shall develop a program for the annual assessment of the reading skills of each student at the end of first, second, and third grade and identify those students who are reading below their grade level. Each student's classroom teacher shall be involved in the assessment and identification of those students who are reading below grade level.

The District shall provide intervention services to students whose assessments show that they are failing to make satisfactory progress toward attaining the academic standards for their grade level.

Definitions

"On track" means any student who is reading at or above the student's grade level based on previous end-of-year standards expectations by September 30th.

"Not on track" means any student who is not reading below the student's grade level based on previous end-of-year standards expectations by September 30th.

Assessment of Reading Skills Program

- A. Diagnostic assessments in reading, as approved by the Ohio Department of Education and Workforce (DEW), shall be given by September 30th of each year for students in grades one (1) through three (3) kindergarten through Grade Three (3), with the exception of students with significant cognitive disabilities or other disabilities as authorized by the DEW on a case-by-case basis. For kindergarten students, the kindergarten readiness assessment shall be administered not earlier than the first day of July of the school year and not later than the 20th day of instruction for that school year November 1st, except the language and readiness skills portion of the assessment shall be administered by September 30th. For students enrolled in first, second, or third grade, the diagnostic assessments in reading shall be administered at least once annually (R.C. 3313.608, 3301.0715).

The District shall administer each applicable diagnostic assessment to any student who transfers into the District or into a different new school within the District who did not take a diagnostic assessment at the student's previous school during the current school year unless the student is excused from taking the assessment as provided for in the preceding paragraph. The diagnostic assessment(s) shall be administered within thirty (30) days of transfer (R.C. 3301.0715).

After the administration of any diagnostic assessment, the District shall provide to each student's parent a copy of

the student's completed diagnostic assessment, the results of such assessment, and any other accompanying documents used during the administration of the assessment. The preceding documents and information shall be included in any reading improvement and monitoring plan(s) developed with respect to the student. The District shall also submit to the DEW the results of the diagnostic assessments administered pursuant to this section, except the results of the kindergarten readiness assessment shall be submitted to the Department of Children & Youth.

- B. Diagnostic assessment results shall be translated to DEW's definitions of "on track" and "not on track". The District shall make the final determination regarding whether a student is "on track" or "not on track".
- C. If the diagnostic assessment shows that a student is "not on track" to be reading at grade level by the end of the year, the parent will be notified, in writing, of the following:
1. that the school has identified the student as having a substantial deficiency in reading
 2. a description of current services provided to the student
 3. a description of proposed supplemental instructional services and supports that will be provided to the student that are designed to remediate the identified areas of reading deficiency
 4. that the statutorily prescribed assessment is not the sole determinant of promotion and that additional evaluations and assessments are available to the student to assist parents and the District in knowing when a student is reading at or above grade level and ready for promotion
 5. that the student will be retained in the third grade if the student does not attain a score in the statutorily prescribed level on the third grade English Language Arts assessment unless the student is exempt as delineated below, and
 6. a statement that connects the child's proficiency level in reading to long-term outcomes of success related to proficiency in reading
- D. For each student identified to be "not on track", the District shall:
1. provide intensive reading instruction services and regular diagnostic assessments immediately following the identification of a reading deficiency until the development of a reading improvement and monitoring plan;

The intervention services shall be aligned with the science of reading as defined under State law and include research-based reading strategies that have been shown to be successful in improving reading among low-performing readers and instruction targeted to the student's identified reading deficiencies.
 2. develop a reading improvement and monitoring plan (RIMP) within sixty (60) days of learning of the reading deficiency, which will be provided until the student achieves the required level of skill in reading for the child's current grade level;

The District shall involve the student's parent/guardian and classroom teacher in developing the plan.
 3. assign a teacher who has at least one (1) year of teaching experience and satisfies one (1) or more of the following criteria:
 - a. holds a reading endorsement and has attained a passing score on the corresponding assessment, as applicable
 - b. has obtained a master's degree with a major in reading
 - c. was rated "most effective" for reading instruction consecutively for the most recent two (2) years based on assessments of student growth measures developed by a vendor and that is on the list of DEW-approved student assessments
 - d. was rated "above expected value added" in reading instruction, as determined by criteria established by the DEW, for the most recent consecutive two (2) years
 - e. has earned a passing score on a DEW-approved rigorous test of principles of scientifically research-based reading instruction

- f. holds an educator license for teaching grades pre-kindergarten through three (3) or four (4) through nine (9) Issued on or after July 1, 2017

The District may alternatively assign a teacher with less than one (1) year of teaching experience, provided the teacher meets at least one (1) of the criteria (a-f) set forth above and the teacher is assigned a qualified teacher mentor. The student ~~also~~ may receive reading intervention or remediation services from a duly licensed speech-language pathologist.

Finally, nothing in this Policy shall prevent a teacher, other than a student's classroom teacher (i.e., teacher of record), from providing the requisite reading intervention or remediation services to the student, so long as the assigned teacher has at least one (1) year of teaching experience, satisfies at least one (1) of the criteria (a-f) set forth above, and both the classroom teacher and the building ~~principal~~ ~~Principal~~ agree to the assignment. Such an assignment must be documented in the student's reading improvement and monitoring plan.

Reading Improvement and Monitoring Plan (RIMP)

A reading improvement and monitoring plan will be provided until the student achieves the required level of skill in reading for the student's current grade level. The RIMP developed for students identified as "not on track" shall include:

- A. Identification of the student's specific reading deficiency;
- B. a description of ~~proposed~~ supplemental instructional services and support that will be provided to the student to remediate the identified reading deficiencies;
- C. opportunities for the student's parent/guardian to be involved in the instructional services ~~and support~~;
- D. a process to monitor the implementation of the student's instructional services ~~and support~~;
- E. a reading curriculum during regular school hours that assists students to read at grade level, provides scientifically based and reliable assessments, and provides initial and ongoing analysis of each student's reading progress;
- F. a statement that if the student does not attain at least the equivalent level of achievement ~~designated under pursuant to R.C. 3301.0710(A)(3) on the assessment prescribed to measure skill in English language arts expected by the end of third grade~~, the student may be retained in third grade; and
- G. high-dosage tutoring opportunities aligned with the student's classroom instruction through a State-approved vendor on the list of high-quality tutoring vendors, or a locally approved opportunity that aligns with high-dosage tutoring best practices. High-dosage tutoring shall include additional instruction time of at least three (3) days per week or at least fifty (50) hours over thirty-six (36) weeks.

Beginning with the 2024-2025 school year, the District will utilize evidence-based reading intervention programs that focus on intensive, explicit, and systematic instruction in phonetic awareness, phonics, vocabulary, fluency, comprehension, and writing from a list developed by the DEW. The District will not use and will not seek a waiver to use the three-cuing approach to teach students in grades pre-kindergarten to five (5) who have a RIMP except as permitted by law.

Reporting Requirements

All assessment results and determinations shall be compiled and maintained by the District. The District shall comply with all reporting requirements of Ohio's Third Grade Reading Guarantee.

Promotion/Retention

No student shall be promoted to the fourth grade who does not attain at least the equivalent level of achievement designated by R.C. 3310.0710(A)(3) on the assessment prescribed to measure skill in English language arts (ELA) expected at the end of third grade unless the student is excused from taking the assessment pursuant to R.C. 3301.0711(C), or one (1) of the following applies:

- A. the student is an English Learner who has been enrolled in United States schools for less than three (3) full school years and has had less than three (3) years of instruction in English as a second language program; or
- B. the student is a child with a disability entitled to special education and related services under R. C. Chapter 3323 and the student's individualized education program (IEP) exempts the student from retention under State law; or
- C. the student demonstrates an acceptable level of performance on an alternative standardized reading assessment as determined by the Ohio Department of Education and Workforce (DEW); or

D. all of the following apply:

1. The student is a child with a disability entitled to special education and related services under R.C. Chapter 3323.
2. The student has taken the third grade English language arts achievement assessment, as prescribed.
3. The student's IEP or Section 504 Plan shows that the student has received intensive remediation in reading for two (2) school years, but still demonstrates a deficiency in reading.
4. The student previously was retained in any of grades kindergarten to three (3).

E. the student received intensive remediation for reading for two (2) school years but still demonstrates a deficiency in reading and was previously retained in any of grades kindergarten to three (3); ~~or~~

Any such student shall continue to receive intensive reading instruction in grade four (4). The instruction shall include an altered instructional day that includes specialized diagnostic information and specific research-based reading strategies that have been successful in improving reading among low-performing readers; ~~or~~

F. a student's parent or guardian, in consultation with the student's reading teacher and building principal, requests that the student, regardless of if the student is reading at grade level, be promoted to fourth grade. Any such student will continue to receive intensive reading instruction in the same manner as a student retained until the student is able to read at grade level.

A student retained under the provisions of the Third Grade Reading Guarantee and this policy shall be considered for mid-year promotion if that student demonstrates that the student is reading at or above grade level, in accordance with the provisions of Policy 5410 - Promotion, Academic Acceleration, Placement, and Retention. Such action shall be considered in consultation with the parent/guardian and the Student Intervention Team and with the concurrence of the building ~~principal~~ administrator.

Intensive Remediation Services

Remediation services for students on reading improvement and monitoring plans shall be aligned with the science of reading as defined by State law and include research-based reading strategies that have been shown to be successful in improving reading among low-performing readers.

If a student is retained by the Third Grade Reading Guarantee, the student must be provided intense remediation services until the student is able to read at grade level. The remediation services must include intense interventions and consist of at least ninety (90) minutes of reading instruction daily.

The District shall provide the option for students to receive reading intervention services from one (1) or more providers other than the District. Both the District and the DEW have the authority to screen and approve such providers.

Interventions for students who have been retained may include:

- A. small group instruction;
- B. reduced student-teacher ratios;
- C. more frequent progress monitoring;
- D. tutoring or mentoring;
- E. transition classes containing third and fourth grade students;
- F. summer reading camp; or
- G. extended school day, week, or year.

Intensive remediation services shall be targeted to the student's identified reading deficiency.

Nothing in this policy shall prevent the District from assigning a teacher to teach reading to any student who is an English Learner and has been in the United States for three (3) years or less, or to a student who has an Individualized education program ("IEP"), if that teacher holds a DEW-approved alternative credential or has successfully completed DEW-approved training that is based on principles of scientifically research-based reading instruction.

This policy shall be reviewed and updated periodically as necessary.

Revised 12/16/13

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Legal

A.C. 3301-13, 3301-35

R.C. 3301.079, .0710, .0711, .0714, .0715

R.C. 3313.608, 3313.608(D), 3313.6012, 3313.6028

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| Book | Policy Manual |
| Section | Policies Recommended for the BOE (42.2 Winter 2024 Update) |
| Title | EMPLOYMENT OF SUBSTITUTES |
| Code | po3120.04 |
| Status | |
| Adopted | October 12, 2015 |
| Last Revised | June 8, 2020 |

3120.04 - EMPLOYMENT OF SUBSTITUTES

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

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

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

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

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

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

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

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

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Legal R.C. 3307.381(A), 3317.13, 3319.10, 3319.101, 3319.36, 3319.39

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| Book | Policy Manual |
| Section | Policies Recommended for the BOE (42.2 Winter 2024 Update) |
| Title | TERMINATION AND RESIGNATION |
| Code | po3140 |
| Status | |
| Adopted | October 12, 2015 |
| Last Revised | December 10, 2018 |

3140 - TERMINATION AND RESIGNATION

Termination

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

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

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

Resignation

A professional staff member may resign in accordance with law and the applicable terms of any collectively-bargained agreement. A resignation, once accepted by the Board or Superintendent, may not then be rescinded.

Reporting Professional Misconduct

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

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

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R.C. 3319.02, 3319.15, 3319.16, 3319.31, 3319.39, 3319.151, 3319.161, 3319.313

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| Book | Policy Manual |
| Section | Policies Recommended for the BOE (42.2 Winter 2024 Update) |
| Title | EMPLOYMENT CONTRACT |
| Code | po4124 |
| Status | |
| Adopted | June 8, 2020 |

4124 - EMPLOYMENT CONTRACT

For classified employees newly hired into a position covered by the civil service laws, but not a part of a bargaining unit represented by a recognized labor representative, a probationary period of **one-hundred and eighty days (180)** days will be served. Following successful completion of the said probationary period, such classified employees will become permanent employees and subject to removal in accordance with civil service law.

For classified staff who are employed in positions within a recognized bargaining unit, employment contracts and sequence will be determined in accordance with the terms and conditions set forth in the collective bargaining agreement.

Unclassified civil servants are "at will" employees.

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| Legal | R.C. 3319.081, 3319.082, 3319.083 |
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| Title | TERMINATION AND RESIGNATION |
| Code | po4140 |
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| Adopted | October 12, 2015 |
| Last Revised | December 10, 2018 |

4140 - TERMINATION AND RESIGNATION

The employment of a classified staff member may, upon a majority vote of the Board of Education, be suspended and/or terminated for violation of Board policies and in accordance with applicable law Ohio Revised Code, as appropriate.

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

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

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

A resignation, once accepted by the Board or Superintendent, may not then be rescinded.

Reporting Professional Misconduct

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

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| Legal | R.C. 3319.081, 3319.31, 3319.313, 3319.39 A.C. 3301-73-21 |
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| Book | Policy Manual |
| Section | Policies Recommended for the BOE (42.2 Winter 2024 Update) |
| Title | HEALTH SERVICES |
| Code | po5310 |
| Status | |
| Adopted | October 12, 2015 |
| Last Revised | October 12, 2023 |

5310 - HEALTH SERVICES

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

- A. protect the school community from the spread of communicable disease;
- B. verify that each student's participation in health, safety, and physical education courses meets the student's individual needs;

The District may provide or request parents to provide:

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

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

Concussion

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

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

B. The student receives written clearance that it is safe to return to physical education class, athletic practice, or competition from the physician or the licensed healthcare professional who assessed the student's condition.

Provision of Feminine Hygiene Products

The District shall provide access to free feminine hygiene products in school buildings serving grades six (6) through twelve (12).

All such products shall be intended for use on school premises.

The District shall determine where feminine hygiene products are to be kept.

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A.C. 3301-35-03 (D)

R.C. 2305.231, 3707.521, 3313.50, 3313.68 et seq., 3313.539

20 U.S.C. 1232(h)

Last Modified by Norm Burkhardt on July 17, 2024



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| Book | Policy Manual |
| Section | Policies Recommended for the BOE (42.2 Winter 2024 Update) |
| Title | TRANSPORTATION |
| Code | po8600 |
| Status | |
| Adopted | October 12, 2015 |
| Last Revised | January 8, 2024 |

8600 - TRANSPORTATION

~~It is the policy of the~~ Board of Education ~~will~~ provide transportation for those students whose distance from their school makes this service necessary within the limitations established by State law. Such laws and rules shall govern any question not covered by this policy.

School buses ~~and vehicles other than school buses~~ shall be purchased, housed, and maintained by the Board for the transportation of resident students between their home areas and the schools of the District to which they are assigned or to their nonpublic or community schools. The Superintendent may substitute smaller buses for reasons of economy or efficiency of operation.

Children living beyond the following walking limits shall be entitled to bus transportation:

- A. Kindergarten through 5th grade - one (1) mile
- B. Grades 6 through 8 - two (2) miles depending on the route
- C. Transportation of high school students is optional

Exceptions to the foregoing limits may be made in the case of a ~~student who is temporarily or permanently disabled~~ ~~permanently disabled child who has been so certified by a physician~~ and in the case of adverse safety conditions. Transportation for students who are not entitled to transportation under State law will not be reduced after the start of the school year.

Transportation of eligible vocational or special education children between their home areas and schools outside the District shall be arranged through the use of Board-owned vehicles, through cooperation with other districts, through commercial carriers, and/or by other means in the most efficient and economical manner. The governing authority of a community school shall provide or arrange for transportation free of charge for any eligible special education student enrolled in the community school for whom the student's individualized education program specifies transportation.

Transportation to and from school shall be provided for each student residing in the District and attending a State-chartered nonpublic school on the same basis as established for resident students as set forth above, subject to the following limitation. Transportation will only be provided if it requires thirty (30) minutes or less of direct travel by a school bus during normal travel times as measured from the school building to which the student would be assigned in the District. Transportation shall be provided each day in which the nonpublic school is open with students in attendance (excluding Saturdays and Sundays except by agreement between the entities entered into by July 1st in any year). Chartered nonpublic school students who are transported by the Board may be assigned to ride on buses upon which resident students are also assigned. Notwithstanding the above, the District will provide transportation as a related service to students with disabilities who live in the District and attend a nonpublic school if the School District is provided with

supporting documentation from the child's individualized education program ("IEP") or an individual service plan ("ISP") developed by the county board of developmental disabilities pursuant to R.C. 5126.41 for county residents who receive supported living services.

Furthermore, transportation to and from school shall be provided for each native student (i.e., student entitled to attend school in the District under R.C. 3313.64 or R.C. 3313.65) attending a chartered community school for each day in which the school is open and students are in attendance (excluding Saturdays and Sundays except by agreement between the entities entered into by July 1st each year). However, if that community school is located outside the District, the Board will only provide transportation if it requires thirty (30) minutes or less of direct travel by a school bus during normal travel times as measured from the school building to which the student would be assigned in the District. Native students attending an approved community school located within the District will be provided transportation on the same basis as established for resident students set forth above. Students transported to an approved community school may be assigned to ride on buses upon which resident students are also assigned.

Transportation of eligible nonpublic or community school children between their home areas and schools shall be arranged through the use of District-owned vehicles, through cooperation with other districts, through commercial carriers, and/or by other means in the most efficient and economical manner. The Board will not provide or arrange for transportation of students enrolled in kindergarten through eighth grade using mass transit system vehicles unless the Board and the community/nonpublic school have entered into an agreement authorizing this mode of transportation which is approved by both entities in advance. Students enrolled in ninth grade or above may be transported on vehicles operated by a mass transit system provided that the route does not require more than one (1) transfer.

Upon receipt from the community/nonpublic school of the official start and end times of school for the upcoming year, the District will develop and provide a transportation plan ~~that~~ which includes transportation routes and schedules for eligible students. The plan will be provided within sixty (60) days after receiving the start and end time, or when possible, by the first day of August in the event the Board is not notified of start and end times by the deadline of April 1st. For eligible students who enroll after July 1st but before the start of the school year, a transportation plan will be developed within fourteen (14) business days after receiving a request for transportation. The transportation plan provided to community/nonpublic schools pursuant to this policy and State law is tentative and subject to change.

The Superintendent may determine that it is impractical to transport a student to a community or nonpublic school after considering the factors enumerated under State law. The determination for payment-in-lieu of transportation will be made at least thirty (30) calendar days prior to the District's first day of student instruction, or no later than fourteen (14) calendar days if a student is enrolled less than thirty (30) days prior to the first day of instruction or after the start of the school year, and must be formalized through a resolution passed by the Board at its next scheduled meeting. If transportation is determined to be ~~impractical~~ impracticable, the Board will issue a letter to the student's parent/guardian, the community or nonpublic school, and the Department of Education & Workforce ("DEW") detailing the reason(s) why the determination was made. Parent(s)/guardians shall be provided payment-in-lieu of transportation at the amount established by State law unless otherwise directed by action of the ~~DEW Department of Education~~. Parents/guardians may authorize the community or nonpublic school where their student is enrolled to act on their behalf at any time after requesting transportation.

The Board will not be required to provide transportation for any native student enrolled in a community school if the Board has entered into an agreement with the governing authority of the community school that designates the community school as responsible for providing or arranging the transportation of the District's native students to and from the community school and is certified by the ~~DEW Department of Education~~ as having met certain requirements established by State law. The governing authority of a community school must provide or arrange for transportation in a manner that is comparable to the transportation that the District provides or arranges for its native students of the same grade level and distance from school who are enrolled in the District. Also, the governing authority must provide or arrange for the transportation under such agreement free of charge for each of its enrolled students who are eligible to be transported in accordance with R.C. 3327.01 or who would otherwise be transported by the District under the District's transportation policy. If the Board enters into an agreement with the governing authority regarding the transportation of the District's native students, the ~~DEW Department of Education~~ shall make payments to the community school in accordance with the terms of the agreement for each student actually transported.

Likewise, the Board is not required to provide transportation for any native student enrolled in an approved community school if the governing authority of the community school submits a written notification to the Board, by a date prescribed by the ~~DEW Department of Education~~, stating that the governing authority will accept responsibility for providing or arranging for the transportation of the District's native students to and from the community school. The governing authority's unilateral acceptance of the responsibility to provide transportation must cover the entire school year and shall remain in effect for subsequent school years unless the governing authority submits written notification to the Board relinquishing the transportation responsibility. However, the governing authority cannot relinquish the transportation responsibility before the end of the school year and shall submit such notice by a date prescribed by the ~~DEW Department of Education~~ in order to allow the District a reasonable period of time to prepare for the transportation of its native students.

enrolled in the community school. If the governing authority unilaterally accepts the transportation responsibility, the ~~DEW Department of Education~~ shall make payments to the community school for each student actually transported calculated in accordance with existing State law governing the calculation of transportation payments to the District from the State and any rules implemented by the ~~DEW Department of Education~~ and that otherwise would be paid to the District.

The Board is not required to provide transportation to students enrolled in a chartered nonpublic or community school that has offered to provide transportation in lieu of the District providing it.

The Board is not responsible for providing transportation to students who receive transportation from an educational service center participating in the Pupil Transportation Pilot Program.

Bus routes shall be established so that an authorized bus stop is available within reasonable walking distance of the home of every transported resident student, but not more than one-half (1/2) mile for students in grades PK through eight (8). The Board shall approve the bus routes and time schedule annually no more than ten (10) days after the start of the school year. The Superintendent is authorized to make any necessary changes in the approved route and shall inform the Board at the next regular meeting. Students receiving transportation will be delivered to school no sooner than thirty (30) minutes before the start of school and will be picked up no later than thirty (30) minutes after dismissal.

The Board authorizes the installation and use of video recording devices in the school buses () and vehicles other than school buses to assist the drivers in providing for the safety and well-being of the students while on the vehicle-a-bus.

The Board authorizes the use of a school vehicle other than a school bus (e.g., a van) van designed to carry nine (9) passengers or less plus a driver instead of a school bus to transport students to a chartered nonpublic or community school if all of the following apply:

- A. the number of students in the vehicle does not exceed nine (9);
- B. the District regularly transports students to that chartered nonpublic or community school;
- C. the driver has a valid driver's license, is accustomed to driving the vehicle, and meets statutory and administrative requirements to drive that vehicle for a bus or motor van driver (with the exception of having a commercial driver's license);
- D. the driver may not stop on the roadway to load or unload passengers;
- E. the driver and all passengers are expected to comply with State laws regarding child and occupant restraint devices and safety while in the motor vehicle.

School vehicles other than school buses Vans will be inspected not less than two (2) times each year by a qualified mechanic who will determine whether the vehicle van is safe to transport students.

Transporting Homeless Students

Students meeting the Federal definition of homeless will be transported from their temporary place of residence to their school of assignment, at the request of the parent, guardian, or unaccompanied minor, to the same extent as all other students of the District and consistent with this Policy. If the homeless student's temporary residence is located outside the boundaries of the District, the Liaison for Homeless Children will coordinate with the Director of Transportation to contact the district in which the student temporarily resides to arrange for joint transportation of the student and to seek inter-district agreement on a method for apportioning the cost of such joint transportation. In no event will a homeless student be denied enrollment based on issues related to student transportation.

Travel Times for the Transportation of Children with Disabilities

The Transportation Department, in consultation with the Department of Student Services/Special Education, shall generally be responsible for determining reasonable travel times for the transportation of children with disabilities. Travel time shall begin upon initial pickup of the child and end with the final arrival at the school or home destination. The Board directs that the determination of reasonable travel time shall be made on a case-by-case basis. In determining the reasonable travel time applicable to a child, the Transportation Department shall consider the following factors: age of child, condition of disability, geographic size of the District, location of special education class or service, traffic patterns, and roadway conditions. The Transportation Department's initial determination is subject to review by a child's IEP team, which ultimately is responsible (as part of the development/amendment of a child's IEP) for considering the individualized transportation needs of each child with a disability so that the District fulfills its obligation to provide the child with a free appropriate public education. Generally, travel time for children with disabilities will be comparable with in-District transportation for children without disabilities. Different standards may apply if a child attends a community school.

Revised 12/5/22

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A.C. 3301-51-10, 3301-83-01 et seq., 3301-83-08

R.C. 3313.66, 3314.09, 3314.091, 3319.41, 3327.01 et seq.

R.C. 4511.01(F), 4511.75 et seq.

42 U.S.C. 11431 et seq.

Last Modified by Norm Burkhardt on July 17, 2024



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| Title | BUS DRIVER CERTIFICATION |
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| Status | |
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| Last Revised | June 11, 2018 |

8600.04 - BUS DRIVER CERTIFICATION

It is the policy of the Board of Education that all bus drivers obtain and hold proper certification under standards for school bus drivers established within the Ohio Revised Code. It is also the purpose of this Board to protect its students from drivers whose certification is invalidated by the Ohio Point Law or point standards of this District.

A copy of each new school bus driver's complete driving record must be obtained from the Ohio Department of Education and Workforce ("DEW") prior to allowing the school bus driver to operate a school bus or school vehicle for the first time. In accordance with State transportation regulations, the Superintendent shall request the administrator in charge of transportation to conduct at least a semi-annual review of each school bus driver's (i.e., current bus drivers and those newly hired bus drivers who remain employed with the Board) driving record through the DEW Ohio Department of Education to determine that such drivers have:

- A. no more than six (6) points within the last twenty-four (24) month period;
- B. not been convicted of driving while under the influence of alcohol and/or a controlled substance during the past ten (10) years (i.e., not been convicted of a violation of R.C. 4511.19) or a substantially equivalent municipal offense;
- C. not received two (2) (or more) of the following serious traffic violations as defined in R.C. 4506.01 (II) during the last twenty-four (24) month period:
 1. a single charge of any speed in excess of the posted speed limit by fifteen (15) miles per hour or more;
 2. violation of R.C. 4511.20 (i.e., operation in willful or wanton disregard of the safety of persons or property) or R.C. 4511.201 (i.e., operation off street or highway in willful or wanton disregard of the safety of persons or property) or any similar ordinance or resolution, or of any similar law of another state or political subdivision of another state;
 3. violation of a law of this State or an ordinance or resolution relating to traffic control, other than a parking violation, or of any similar law of another state or political subdivision of another state, that results in a fatal accident;
 4. violation of R.C. 4506.03 (i.e., commercial driver's license or temporary instruction requirements) or a substantially similar municipal ordinance or county or township resolution, or of any similar law of another state or political subdivision of another state, that involves the operation of a commercial motor vehicle without a valid commercial driver's license with the proper class or endorsement for the specific vehicle group being operated for the passengers or type of cargo being transported;

5. violation of R.C. 4506.03 (i.e., commercial driver's license or temporary instruction requirements) or a substantially similar municipal ordinance or county or township resolution, or of any similar law of another state or political subdivision of another state, that involves the operation of a commercial motor vehicle without a valid commercial driver's license being in the person's possession;
6. violation of R.C. 4511.33 (i.e., driving in marked lanes) or R.C. 4511.34 (i.e., space between moving vehicles) or any municipal ordinance or county or township resolution substantially similar to either of those sections, or any substantially similar law of another state or political subdivision of another state;
7. violation while operating a commercial motor vehicle of a law of the state, any municipal ordinance, any county or township resolution, or any substantially similar law of another state or political subdivision of another state, which prohibits texting while driving or using a handheld mobile device (except when a person is texting or using a mobile device to contact law enforcement or other emergency services);
8. violation of any other law of this State or ordinance or resolution relating to traffic control, other than a parking violation, that is determined to be a serious traffic violation by the United States Secretary of Transportation and the Director designates such by rule; and

D. no railroad crossing violations during the last twelve (12) months (as evidenced by a conviction, video, or report by a railroad official);

E. not received any violations that render the bus driver uninsurable by the District's Fleet Insurance Carrier

The records obtained from the annual records check will be maintained for a minimum of ten (10) years.

A driver having any of the above-referenced violations will be disqualified from operating a bus. The driver will also be notified that the driver's/his/her school bus certification will be reviewed by the Superintendent and the driver's/his/her employment as a school bus driver may be terminated.

A driver involved in a preventable school bus accident, or judged guilty of a minor traffic violation, shall be subject to the disciplinary action established in the Superintendent's administrative guidelines. Further, no driver who is convicted of a traffic violation or has the driver's/his/her commercial driver's license (CDL) suspended will be permitted to operate a school bus or school vehicle until the driver files a written notice of the conviction or suspension. Such written notice must be immediately filed with the Superintendent or administrator in charge of transportation, irrespective of whether the traffic violation occurred while operating a Board-owned vehicle or a private vehicle or during school or non-school hours. Failure to file the required written notice of conviction or suspension will result in the revocation of the driver's certificate and/or disciplinary action, up to and including termination.

If a school bus driver has an interruption in driving a school bus or school vehicle for a period of one (1) year or longer, the school bus driver's/he will not be permitted to resume operating a school bus or school vehicle until a copy of the school bus driver's complete driving record has been obtained.

In addition to the required driving record check, the administrator in charge of transportation shall obtain a satisfactory BCII report prior to hiring an individual as a new school bus or school vehicle driver, along with an FBI background check (i.e., an FBI background check will also be required prior to hiring new employees). An updated, satisfactory criminal background check report shall be obtained for each school bus driver every six (6) years with driver re-certification. Each six (6) year criminal records check request shall be made to the Superintendent of the Bureau of Criminal Identification and Investigation and include both a BCII and FBI report unless both of the following conditions apply so that only records of the FBI are required:

A. a BCII report was obtained at the time of hire; and

B. the employee presents proof that the employee/he/she has been a resident of this state for the five (5) year five-year period immediately prior to the date the recertification is requested.

Satisfactory shall be defined by the same standards applied to other public school employees. Such records shall also be maintained for a minimum of six (6) years (see Policy 4121 for criminal history record check requirements). Any driver who has been convicted of or pleaded guilty to any disqualifying offense shall not be hired or shall be released from employment.

No bus driver will be permitted to drive a school bus or school vehicle unless the bus driver's/he meets all other requirements contained in the rules adopted by the DEW Ohio Department of Education prescribing qualifications of drivers of school buses and other student transportation. In addition, no bus driver will be permitted to drive a school bus or school vehicle unless:

- A. Information pertaining to the bus driver has been submitted to the DEW Ohio Department of Education, including the name of the Board, name of the bus driver, driver's driver license number, date of birth, date of hire, status of physical evaluation and status of training; and
- B. the most recent criminal records check, including information from the Federal Bureau of Investigation, has been completed and received by the Superintendent.

The Superintendent shall provide for an annual physical examination conforming to DEWOhio Department of Education standards to determine the driver's physical fitness for employment.

Drivers of school buses, vans, or other school vehicles, who are school buses or vans employed by entities other than the District ~~and who are not subject to DEW rules, Ohio Department of Education rules~~ must receive the certificate described by R.C. 3327.10(B) from the school administrator to contractor prior to being employed. These drivers also must have an annual physical conforming to State Highway Patrol rules performed in accordance with R.C. 3327.10(B). Any bus driver not employed by the School District ~~a school district~~, who drives a bus or vehicle ~~van~~ owned by the District ~~District~~, must give satisfactory and sufficient bond.

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Legal A.C. 3301-51-10, 3301-83-01 et seq., 3301-83-05, 3301-83-06, 3301-83-07
R.C. 3327.10, 3327.01 et seq., 4511.01(F), 4511.75 et seq.

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|------------------|-------------------------------------------------------------|
| Cross References | po8600 - TRANSPORTATION |
| | po8640 - TRANSPORTATION FOR NON-ROUTINE TRIPS |
| | po8650 - TRANSPORTATION BY VEHICLES OTHER THAN SCHOOL BUSES |

Last Modified by Norm Burkhardt on July 12, 2024



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| Book | Policy Manual |
| Section | Policies Recommended for the BOE (42.2 Winter 2024 Update) |
| Title | TRANSPORTATION FOR NON-ROUTINE TRIPS |
| Code | po8640 |
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| Adopted | October 12, 2015 |

8640 - TRANSPORTATION FOR ~~NON-ROUTINE~~ FIELD AND OTHER DISTRICT-SPONSORED TRIPS

~~The~~ It shall be the policy of the Board of Education ~~shall~~ to use school buses and/or vehicles other than school buses (e.g., vans) ~~regular or special purpose school vehicles~~ for transportation of passengers for purposes other than regularly scheduled routes to and from school (e.g., on field trips and other District-sponsored trips) ~~trips~~.

The transportation for all field trips and other District-sponsored trips is to be by vehicles owned or approved by the District and driven by approved drivers. Exceptions must have the approval of the Superintendent.

The Board shall assume transportation costs for all field trips.

The Board ~~shall~~ will also assume the transportation costs for all other trips including co-curricular, athletic, and other extra-curricular trips.

Transportation may be limited by the availability of vehicles, drivers, and scheduling and will not be available when needed for general school purposes.

All field trips shall be supervised by members of the staff. All other District-sponsored trips shall be supervised by either staff members or adults from the sponsoring organization. Any time students are on the vehicle, at least one (1) sponsor, chaperone, or staff member is expected to ride in the vehicle as well as to supervise students upon return to the District and while they are waiting for rides home.

All students are expected to ride the approved vehicle to and from each activity. A special request must be made to the staff member or sponsor by the parent, in writing or in person, to allow an exception.

District students not affiliated with the trip activity, nondistrict students, and/or children of preschool age shall not be permitted to ride on the trip vehicle.

No student is allowed to drive on any trip. An exception may be made by the principal on an individual basis provided the student's parent(s) provides written authorization and release from liability using Form 5515 F2 - Parental Authorization and Release From Liability Form. and does not transport any other student.

The Superintendent shall prepare administrative guidelines consistent with this policy.

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Legal A.C. 3301-83-16
R.C. 3327.08, 3327.13, 3327.14, 3327.013

Cross References po8600 - TRANSPORTATION
 po8600.04 - BUS DRIVER CERTIFICATION
 po8650 - TRANSPORTATION BY VEHICLES OTHER THAN SCHOOL BUSES
 po8660 - INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE

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| Last Revised | January 8, 2024 |

8650 - TRANSPORTATION BY ~~VEHICLES OTHER THAN SCHOOL BUSES~~~~SCHOOL VAN~~

~~It is the policy of the~~ Board of Education ~~shall~~ provide transportation to students via Board owned and operated school ~~vehicles other than school buses~~ (hereinafter, "school vehicles") ~~vans~~ when the use of school buses is not reasonable. School ~~vehicles~~~~vans~~ shall only be used for the transportation of nine (9) or fewer passengers, not including the driver, in accordance with the original design and construction of the vehicle. Students shall not be transported in larger passenger ~~vehicles~~~~vans~~ (e.g., non-conforming extended van-type vehicles) carrying ten (10) passengers or more (particularly twelve (12) to fifteen (15) passenger vans).

Similar to school buses, school ~~vehicles~~~~vans~~ shall be purchased, housed, and maintained by the Board for the transportation of resident students between their home areas and the schools of the District to which the students are assigned or to their nonpublic or community schools. However, such use shall generally be limited to preschool children, special needs children, children inaccessible to school buses, ~~and~~ students placed in alternative schools, and children enrolled in nonpublic or community schools in certain circumstances. School ~~vehicles~~~~vans~~ may also be used to transport students to and from field trips and/or other Board-approved school-related activities.

The Board authorizes the use of a ~~vehicle~~~~van~~ designed to carry nine (9) passengers or less plus a driver instead of a school bus to transport students to a chartered nonpublic or community school if all of the following apply:

- A. the number of students in the vehicle does not exceed nine (9);
- B. the District regularly transports students to a chartered nonpublic or community school;
- C. the driver has a valid driver's license, is accustomed to driving the vehicle, and meets statutory and administrative requirements for a ~~bus or~~ motor van driver (with the exception of having a commercial driver's license);
- D. the driver may not stop on the roadway to load or unload passengers;
- E. the driver and all passengers are expected to comply with State laws regarding child and occupant restraint devices and safety while in the motor vehicle.

~~Individuals who meet statutory requirements to drive a school bus are qualified to drive school vehicles. Vehicles~~~~vans~~ ~~shall~~~~will~~ be inspected not less than two (2) times each year by a qualified mechanic who will determine whether the ~~vehicle~~~~van~~ is safe to transport students.

Students who are transported by school ~~vehicle~~~~van~~ are expected to conduct themselves in the same manner required of students transported by school bus and shall be subject to all applicable disciplinary rules.

All school **vehicle**van drivers employed by the Board shall complete the required Ohio School Van Driver training program prior to transporting students, meet all other qualification requirements, and comply with the Ohio Pupil Transportation and Safety Rules and applicable Board policies and guidelines relative to student transportation. No individual shall be employed as a school **vehicle**van driver if the individual has not received a certificate certifying that the driver is at least twenty-one (21) years of age with a minimum of two (2) years of driving experience, and is qualified physically and otherwise (O.A.C. 3301-83-06(F)) for the position. Only authorized Board employees or contractors employed by an agency that provides services to the Board may operate and transport students via school **vehicle**van. **Vehicle**van drivers do not need a commercial driver's license.

The Superintendent is responsible for developing and implementing the appropriate administrative guidelines for this policy.

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A.C. 3301-83-19, 3301-83-06(F)
R.C. 3327.01, 3327.10, 4511.01, 4511.76

Cross References

po8600 - TRANSPORTATION
po8600.04 - BUS DRIVER CERTIFICATION
po8640 - TRANSPORTATION FOR NON-ROUTINE TRIPS
po8660 - INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE

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8660 - INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE

The Board of Education authorizes the incidental transportation by private vehicle of students of the District. ~~This includes occasional transportation for field trips, outings, and the like.~~ Routine and non-routine transportation, however, shall be subject to all requirements listed in A.C. 3301-83-19, Board Policy 8600 - Transportation, Board Policy 8640 - Transportation for Non-Routine Trips, Board Policy 8650 - Transportation by Vehicles Other Than School Buses, and relevant administrative guidelines.

This policy does not apply to parents who privately arrange transportation for their own children. No District staff shall organize such arrangements or assist parents in doing so.

Any such incidental transportation must be approved, approved in advance and in writing, writing by the Principal in accordance with the Superintendent's administrative guidelines.

The parent of the participating student will be given, upon request, the name of the driver, the owner of the vehicle, and the description of the vehicle. The District will maintain on file the amount of liability insurance on the vehicle and the name of the insurance company.

No person shall be approved for the incidental transportation of students in a private vehicle who is not the holder of a currently-valid license to operate a motor vehicle in the State of Ohio.

No person shall be permitted to transport students if the person, he does not possess and maintain automobile liability and personal injury insurance.

Any private vehicle used for the incidental transportation of students must be owned by the approved driver or the spouse of the approved driver and must conform to the registration requirements of the State.

The responsibility of professional staff members for the discipline and control of students will extend to their incidental transportation of students in a private vehicle. Drivers who are not professional staff members are requested to report student misconduct to the principal.

Expenses incurred by drivers of private vehicles in the course of transporting students will be reimbursed by the Board at the approved mileage rate and upon presentation of evidence of costs for tolls and parking fees.

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Cross References

po8600 - TRANSPORTATION

po8640 - TRANSPORTATION FOR NON-ROUTINE TRIPS

po8650 - TRANSPORTATION BY VEHICLES OTHER THAN SCHOOL BUSES

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