

Valley View Local School District

Request for Proposal for Pupil Transportation Services, FY2027-36

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General Conditions

Introduction

The Board of Education (the “Board”) of the Valley View Local School District, Montgomery County, Ohio (the “District”) is requesting Proposals for the provision of school bus pupil transportation services to meet the requirements of the District and in full compliance with all laws and regulations governing the transportation of pupils in the state of Ohio for a ten-year period beginning July 1, 2026.

Valley View Local School District is a school district in Montgomery County serving German Township and the majority of Jackson Township, as well as the City of Germantown and the Village of Farmersville. For more information about the District please visit our website at <https://www.valleyview.k12.oh.us/>

These specifications outline the requirements and conditions for furnishing this service, as they are known at this time. Any aspects of the service not addressed by the specifications are left for the service provider (the “Contractor”) to address. It is essential for the Contractor to state any assumptions on which its proposal rests. The solicitation of proposals by this RFP does not commit the Board to award a contract. A contract may be awarded to the Contractor with the Best Proposal, as determined by the Board. The Board reserves the right to consider all relevant and reasonable criteria in selecting the Contractor that may or may not be expressed in this specification description, and may not select a Contractor just based on price alone.

This RFP is not subject to the competitive bidding requirements of Ohio Revised Code Section 3313.46 and therefore is not subject to the standard of awarding the bid to the “lowest responsible bidder.”

Full-Service School Transportation

Pupil Transportation Requirements include the provision of school buses and related equipment, management, maintenance, insurance, a SIF compliant computerized on-site routing program, parent contact, transportation management, pupil training and supervision, record keeping, drivers, monitors, dispatcher, secretaries and mechanics needed to provide school bus transportation services for the District.

District Resources Provided

The District offers a transportation facility (515 North Plum St., Germantown, OH 45327) which may be used for providing services, storing, fueling, washing, and maintaining buses, parking Contractor’s employees’ vehicles, office administration, and related activities. The facility is offered to the Contractor at a nominal cost (\$1/month) through a lease agreement which will be incorporated into the contract.

The Contractor is responsible for routine repairs and maintenance and Internet access.

The District also purchases and provides fuel , fuel storage, and fuel dispensing equipment at the transportation facility for Contractor use.

Definitions for purposes of this proposal

Appendices: The materials attached to this RFP, which further identify and describe services, equipment and supplies

Best Proposal: The proposal that is determined by the Board to be the responsive and responsible proposal that is in the best interest of the District.

Contractor: Any party that submits a proposal in response to this RFP.

Board: The Valley View Local School District Board of Education.

Cost Proposal: A set of documents setting forth the price(s) at which a Contractor agrees to provide the pupil transportation services, on a vehicle basis or other basis as defined. The cost proposal should be included as "Attachment 1" to the Contractor's proposal. The Contractor is responsible for listing all fees associated with its proposal to provide the requested services. Any fee/charge not listed on this form will not be paid.

District: The Valley View Local School District (Montgomery County, Ohio).

Proposal: A complete properly signed document proposing to provide the pupil transportation services described for the term in accordance with this document including a narrative description of how the Contractor would provide the pupil transportation services addressing each requirement set forth in this document.

Pupil Transportation Requirements: All transportation services required by the District as further described in the requirements section of this document.

RFP: This request for proposal.

Specifications: The requirements for proposals set forth in this RFP and its appendices.

Term: The period from and including July 1, 2026 to and including June 30, 2036. Five one-year term renewals of contract subject to non-appropriation, with the final renewal term from July 1, 2040 and including June 30, 2041 with new economic terms under each extension at the option of both parties subject to non-appropriation.

Instructions

Proposal

One (1) original and seven (7) copies of the proposal must be received by the Board no later than 12:00 Noon on February 6, 2026. Proposals must be clearly marked "Proposal for Pupil Transportation Services" and delivered in a sealed envelope. Mail or deliver proposals to:

Valley View Local School District
Attn: Valorie Hill, Treasurer
59 Peffley Street
Germantown, Ohio 45327
Valorie.hill@valleyview.k12.oh.us

Questions

Questions regarding the bid process or specific aspects of the RFP should be emailed to Valorie Hill at Valorie.hill@valleyview.k12.oh.us. Questions and answers will be consolidated and provided via email to all companies on record as having received the RFP.

Contact with personnel of the District other than Valorie Hill (or employees designated by Mrs. Hill) regarding this RFP may be grounds for elimination from the selection process.

Project Timetable

Event	Date
RFP documents released	January 6, 2026
Meeting for potential bidders / deadline for any questions	January 13, 2026
RFP due date	February 6, 2026
RFP evaluation period	February 2026
Notification of proposed award and contract negotiations	March 2026
Target date for Board approval	April 13, 2026
Contract begins	July 1, 2026

Subsequent years

Contractors are requested to propose for each year of the initial ten-year agreement for the total base transportation costs assuming similar demands for of pupil transportation as was provided during the current year FY26.

Contract

Term

The initial term of any contract will be for 10 years, subject to non-appropriation, renewable for an additional five, one- year terms each subject to mutually-agreed-upon new economic terms and to non-appropriation.

Award of Contract

The issuance of any contract is contingent upon securing an acceptable proposal within the Board's discretion. Any contract entered into will be finalized upon the approval of the Board.

Contract Negotiation

Unless otherwise provided in the specifications, any contract will be negotiated between the Board and the Contractor in the Board's sole discretion.

Any contract shall include provisions for termination by the Board at the end of the initial 10- year period or at the end of any one-year extension period. The contract may also be terminated at any time in the event of a material breach by Contractor that remains uncured after notice for a reasonable period of time, or in the event of a determination by a court or administrative agency that any material provision of the agreement is contrary to law or that any material provision of the agreement may not lawfully be carried out, or in the event the Board is unable to appropriate sufficient funds to meet its financial obligations under the contract.

In the event of termination, Contractor will offer to sell to the Board all Contractor-Owned Buses used in providing the services described in the Agreement at the fair market value of those buses as determined by independent appraisal at the time of termination. All records of operation will be promptly turned over to the Board, including but not limited to all bus maintenance and repair records, all pupil transportation and routing records, all driver certification records, and all data files compiled or maintained in connection with the agreement.

Any contract entered into will be evidenced and finalized upon the execution by the Board and approval of the Board.

Prohibition against conflicts of interest, gratuities and kickbacks

Any employee or any official of the Board, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or

from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the Board, shall be subject to prosecution to the fullest extent of the law as provided for by the Ohio Revised Code.

Proposals

Right to reject

The Board reserves the right to reject any and all proposals and to reissue an RFP if in its sole discretion it so chooses. The Board also reserves the right to waive any and all non-material defects, informalities, and/or technicalities when the best interests of the Board may be served including the right to award a contract without any further discussion or negotiation with anyone proposing these services.

The Board assumes no responsibility for misinterpretations resulting from the use of an incomplete set of Specifications.

All support data shall be furnished. Failure to address all segments of the Specifications may result in rejection of the proposal in the Board's discretion.

The Contractor shall make no additional stipulations nor qualify its proposal in any other manner. Alternative proposals may be submitted, provided that they are clearly identified as alternative proposals and that the base proposal is clearly identified as the base proposal. Separate costs shall be specified for the base proposal and for each alternative proposal submitted.

Prices

Pricing shall be included as Attachment 1 to the Contractor's proposal, and shall be guaranteed throughout the life of the contract. All prices proposed by Contractors must be firm prices for a period of ninety (90) days to allow acceptance by the Board. If awarded the contract, the prices will then be firm throughout the term of the contract.

Provide a detailed breakdown of the proposed pricing structure for the full duration of the contract, spanning a period of ten (10) years, including any potential cost escalations or variations based on usage or service volume fluctuations.

The Cost Proposal must be all-inclusive. The District will not pay any fees not listed in the proposal.

Corrections

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. The person signing the proposal shall initial any corrections.

Proposal documents

The Proposal shall include the legal name of the Contractor and a statement whether the Contractor is a sole proprietor, a partnership, a corporation or other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Contractor to a contract.

The Proposal shall include the address of the company's headquarters and a description of its ownership structure. If the Contractor is a wholly owned or controlled subsidiary of another entity, the parent entity (ies) and its (their) ownership structure shall also be described in detail including CEO, CFO, and Board of Directors. The Contractor shall also disclose if it is owned or controlled by a non-U.S. based company. A Proposal submitted by an agent shall have a current Power-of-Attorney, certificate or authorization, or Board resolution attached certifying agent's authority to bind the Contractor in contract.

Preparation costs

Neither the Board nor its representative will be liable for any expenses incurred in connection with the preparation of a response to this invitation.

Supporting information

The Proposal and any support data required (if any) shall be enclosed in the same envelope.

Sealed envelope

The envelope containing the Proposal, attachments and support data shall be addressed as specified and identified with the Contractor's name and address. If the Proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with notation "Proposal enclosed" on the face thereof.

Delivery

Contractors shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. Proposals received after the closing time and date for receipt of Proposals will not be considered. Proposals shall be deposited at the location designated in this specification prior to the time and date for receipt of Proposals or any extension thereof made by addendum. Oral, electronic, telephonic or telegraphic proposals are INVALID and will not receive consideration.

Contractor's Representations

Each Contractor by making a Proposal represents that:

- He/she has read and understands the specification documents and his/her Proposal is made in accordance therewith.
- He/she has visited the Board and District and has familiarized himself/herself with the local conditions under which the work is to be performed.
- His/her price Proposal is based upon personnel and equipment described in the Specifications and in accordance with all specification conditions and terms or clearly described as an alternative to the requirements of this specification.

Non-collusion and Non-conflict of interest

Contractors, by submission of the Proposal, acknowledge that no officer or employee of the Board shall benefit financially or have any interest in this transportation contract nor has it attempted to influence any public employee to breach ethical conduct standards. Contractors shall state under oath and affirmation if their firm has ever been under investigation, indictment or criminal investigation for any of the following:

- Attempting to influence a public employee to breach ethical conduct standards;
- Colluding or attempted colluding with other bidders to restrain competition by any means;
- A criminal offense related to the application for or performance of any public or private contract, including, but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, tax fraud and any other offense that directly reflects on the Contractor's business integrity;
- Criminal offense under state or federal antitrust laws;
- Deliberately or willfully submitting false or misleading information in connection with the application for or performance of a public contract; or
- Has been debarred by another state or by any agency or department of the federal government.

Pupil Transportation License

Contractor shall provide evidence of a valid private pupil transportation license (PPTL) issued by the Ohio State Patrol and a USDOT Number (if applicable).

Contractor shall maintain a valid pupil transportation license for the duration of this contract. Contractor further shall notify District within five (5) days of any license action taken by the department, including suspension, notice of hearings, or placement on probation.

References

Contractors shall provide a list of references and must provide evidence and contact information for at least three (3) contracts currently held in the state of Ohio.

Contractor shall provide the following information for the current contracts:

- Number of buses
- Number of students transported
- Length of time contract has been in effect
- Name, address and phone number of principal contact at the school district for each of these current contracts

Terminated contracts

Contractor shall provide a list of any terminated accounts in the last five (5) years and the reason for termination.

Performance Bond

A performance bond in an amount not less than the cost of one year's transportation cost may be required of the successful Contractor. The decision to require a performance bond rests in the sole discretion of the Board. The Board will allow for a reasonable additional cost to be paid to the successful Contractor for the purposes of securing such bond. The bond shall be written on a form acceptable to the Board. The bonds must be signed or countersigned by a resident agent who resides in the state of Ohio. This performance bond may be waived by the Board upon the completion of a satisfactory period of service by the successful Contractor.

Time of delivery of bonds

The Contractor shall deliver the required bonds to the Board no later than the date of execution of the contract agreement.

Corporate registration

Foreign corporations, for doing business within the state of Ohio, are required to be registered with the Ohio Secretary of State and must be in good standing. If not registered with the Secretary of State at the time of proposal submittal, the foreign corporate Contractor shall be required to become registered and be declared in good standing prior to the issuance or receipt of a contract.

Domestic corporations are required to be in good standing with the requirements and provisions of the Office of the Secretary of State.

Pricing

Attachment 1 – Pricing proposal

The Contractor shall submit with its Proposal a contracting pricing form as “Attachment 1” attached to its Proposal. The Board reserves the right to correct mathematical errors in extensions and additions by the Contractor. The Board’s corrected Proposal sum total shall take preference over the Contractor’s computed Proposal sum total.

Pricing shall include at a minimum:

1. Daily rate costs for:
 - a. Service between home and school (including regular education students attending all grades and students attending nonpublic, community, STEM or vocational schools)
 - b. Bus monitor/aide add-on for a regular route
 - c. Point-to-point shuttles between buildings
2. Hourly costs for:
 - a. “Off-peak” field trips (extracurricular educational, sports and/or club) that do not interfere with regular route hours
 - b. “Peak” field trips that intersect with regular routes
3. Pricing for bus service for overnight trips (approximately five trips per year).

The pricing proposal should provide a detailed breakdown of the proposed pricing structure for the full duration of the contract, spanning a period of ten (10) years, including any potential cost escalations or variations based on usage or service volume fluctuations.

Operational Requirements

General

- 1) All work will be performed under the statutes and regulations of the state of Ohio, Ohio Department of Education and Workforce, Ohio State Highway Patrol and the Board that relate to school transportation and school bus drivers. This includes, but is not limited, to the most recent versions of the policies described in this RFP (see “Board Transportation Policy” for the policies as of the publication of this RFP).
- 2) Where applicable, the Contractor will also operate under federal regulations applicable to school transportation and commercial operators.

Inclement weather

- 1) Contractor will be responsible for monitoring road conditions and weather forecasts and notifying the Director of Operations by 5:00 AM of any adverse weather or road conditions that would have a bearing on the decision to close or delay school. If weather or road conditions change during the day to the extent they impact on the safe operation of the bus fleet the Contractor shall notify the superintendent immediately. The decision to close or delay the opening of school is within the sole discretion of the superintendent or designee.

Routing and efficiency

- 1) The District will provide to the Contractor a list of student names and addresses 60 days prior to the start of the school year. The District will provide updates to this data as they become available.
- 2) The Contractor will provide routing and transportation schedules that comply with Board-approved guidelines for pupil transportation.
- 3) The Contractor will utilize a SIF compliant computerized on-site routing program during the term of the contract. District will be provided with data uploads including routing information for use in district calling services.
- 4) The Contractor will provide mobile access to routing information via tablet or ipad for school building principals and superintendent or designee.
- 5) The Contractor will comply with the following timeline and guidelines:
 - i) Provide a complete route map to the District on or before August 1 annually.

- ii) The Superintendent or designee will decide conflicts regarding eligibility of riders and stop locations.
 - iii) Once routes have been approved, Contractor shall not make substantive changes to the routes without prior notice to and written approval of the superintendent or designee. The superintendent or designee retains the right to determine whether changes to the routes are considered substantive or not.
 - iv) Provide parents with bus stop location, time, and bus number via mail (at Contractor's expense) no later than 7 days prior to the first day of school.
 - v) In the event of a major route change, Contractor shall be responsible for notifying parents via mail.
 - vi) Provide and maintain current copies of all route sheets in the Board office.
- 6) Notwithstanding the above, the District reserves the right to establish routes and schedules and notify when changes are necessary. The Contractor then has five (5) business days to incorporate changes.
- 7) Efficiency Rating: The District intends that transportation shall be provided such that the efficiency index is equal or greater than 1 (using Ohio Department of Education and Workforce data¹). The Contractor shall work with the District to achieve the target index within the first 6 months of the contract, and shall maintain that index thereafter. In the event the District's index falls below the target for two consecutive months, the Contractor shall submit a plan to the District to correct the index.
- 8) The District shall place an emphasis upon the Contractor's ability to transport students to their school buildings close to arrival times and pick students up from their school buildings close to dismissal times.

Reports to be provided to district

- 1) T-1 Report Form: The Contractor is responsible for completing the T-1 Report (Ridership Data) annually as required by the Ohio Department of Education and Workforce.² The T-1 Report shall be submitted to the District on or before October 20th each year of the contract.

¹ To view the efficiency index, navigate to: <https://reports.education.ohio.gov/finance/foundation-payment-report>. Then select "Traditional School District", the most recent fiscal year, and click "Go." From there, select the most recent payment date, "Valley View Local" under "Specific LEA," and select "Transportation" under the report type. Click "Process Report." The efficiency index is item D under "Detailed Calculations")

² To view the most recent version of the T-1 report, navigate to: <https://education.ohio.gov/getattachment/Topics/Finance-and-Funding/School-Transportation/School-Transportation-Finance/T-Report-Instructions-Worksheets/T-1-Reporting-Instructions-2025.pdf.aspx?lang=en-US> (last updated Sept. 2025).

- 2) T-2C Report Form: The Contractor is responsible for completing the T-2C Report (Transportation Expenses) annually as required by the Ohio Department of Education and Workforce.³ The T-2C Report shall be submitted to the District on or before August 1st each year of the contract.
- 3) Ridership reports: Contractor shall provide monthly AM and PM ridership reports for each bus during the term of the contract.
- 4) Service reports: Contractor shall provide written and oral reports to the District on or before November 1, January 1, March 1, and May 1. Reports shall include the following:
 - i) Monthly ridership reports by bus
 - ii) On-time percentage report
 - iii) Driver absenteeism rate
 - iv) Report of any accidents
 - v) Driver certification audit report
 - vi) Vehicle performance report, including average miles travelled per day, miles per gallon, and monthly maintenance costs
 - vii) Student discipline report
- 5) Proposals that may substantially impact labor costs: The Superintendent and Treasurer of the District wish to receive information on any proposals anticipated to be provided by Contractor to either its employees providing transportation services for the District and/or any recognized bargaining unit representing said employees, which would substantially impact Contractor's labor costs.

Vehicles

- 1) Equipment requirements. The Contractor will provide the following:
 - i) A minimum of twenty (20) school buses powered by diesel, CNG or propane for route service. All buses shall meet or exceed all state and federal school bus construction standards and shall be inspected and passed by the Ohio State Highway Patrol MVI teams.
 - ii) A minimum of three (3) spare buses.
 - iii) All vehicles are to be two-way radio equipped. Handheld radios on the bus frequency to be provided for the Board office and each district school building office.
 - iv) All vehicles to be equipped with GPS location monitoring devices.
 - v) All vehicles to be equipped with four (4) channel video equipment.

³ To view the most recent version of the T-2C report, navigate to:
<https://education.ohio.gov/getattachment/Topics/Finance-and-Funding/School-Transportation/School-Transportation-Finance/T-Report-Instructions-Worksheets/T-2-Report-Instructions-2025.pdf.aspx?lang=en-US> (last updated July 2025).

- vi) Buses assigned to District routes shall be marked Valley View Local School District on the beltline.
 - vii) The average age of the bus fleet will not exceed eight (8) years, and the maximum allowable age for any single bus is fifteen (15) years.
- 2) Fleet Maintenance
- a) Contractor shall furnish all necessary supervision, equipment, tools, diagnostic equipment, parts (including tires, batteries and radiators, and supplies required to maintain the fleet in first class condition. The Board reserves the right to inspect any and all vehicles at any time for the purposes of assuring the Contractor's compliance.
 - b) Contractor will provide the Board with a list of the qualifications of its mechanics and technicians.
 - c) Contractor will provide a description of its mechanic certification program, continuing education program, and other professional development programs and requirements if any.
 - d) Contractor will use a preventive maintenance system and provide regular reports to the Board of the results of the preventive maintenance system checks.
 - e) Contractor shall use an automated operation/maintenance recording system for each vehicle and will provide regular reports for the Board detailing operating and maintenance expenses for each vehicle.
 - f) The cost of all tools and equipment to service the existing vehicle fleet, including future purchases of maintenance equipment will be at the discretion and cost of the Contractor.
- 3) Contractor will provide the District with copies of all motor vehicle inspections performed by the Ohio State Highway Patrol.

Staff

- 1) Employees
- a) Buses may only be operated by fully certified drivers in accordance with federal and state driver licensing requirements and who are acknowledged as active school bus drivers by the Ohio Department of Education and Workforce.
 - b) Contractor must maintain documentation to support all training and requirements reported to DEW and make same available to the District upon request.
 - c) Contractor must provide to the District information as required in accordance with ORC 3327.10 and OAC 3301-83-06 and as requested by the District to satisfy the District that a school bus driver certificate can be appropriately issued in accordance with ORC 3327.10.
 - d) Contractor shall document a monthly motor vehicle records check on each driver through the Ohio BMV records system.

- e) All drivers involved in an accident or incident, regardless of fault, severity, or damage amount shall submit to post accident drug and alcohol testing.
 - f) The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. The Contractor shall underwrite all costs incurred to provide qualified drivers. Such costs shall include, but are not limited to, all training, physical examinations, pre-employment drug testing, license and permit fees, recruitment and any other related fees.
 - g) The District reserves the right to recommend disciplinary actions for specified drivers, and to receive a follow-up report of the Contractor's investigation and subsequent action.
 - h) The District reserves the right to revoke the District issued school bus driver certificate for any driver who in its opinion is not suitable to operate a bus. Drivers without current valid certificates shall not operate school buses under this contract. Similarly, the District reserves the right to require the removal of any non-certificated van driver who, in its opinion, is not suitable to operate a school van.
 - i) District will not accept any driver with an OMVI conviction in the past 10 years.
 - j) Contractor shall not provide or assign any drivers with more than four (4) current points on his/her driving record.
 - k) Contractor shall not provide or assign any drivers who are driving under suspension or court driving privileges.
 - l) The Contractor will be required to provide monitors as required. Monitors shall meet all the same requirements as bus drivers and van drivers except they shall not be required to hold a CDL license or preservice certificate.
- 2) Driver training and professional development
- a) Drivers shall receive a minimum of four (4) hours of in-service training per year from the Contractor, including a safety meeting in each month that school is open except for June.
 - b) Special education drivers shall receive additional training in accordance with the Ohio Administrative Code specific to the care and transportation of special education students.
 - c) Contractor shall provide all required professional development and training programs for its staff who service the District. Contractor shall maintain records of each such employee attending and receiving such professional development and training, and said records shall be made available to the District upon request.
- 3) Driver and Monitor conduct
- a) Contractor will promptly investigate all complaints of improper conduct on the part of any driver or monitor and will report the complaint and the results of the investigation to the Superintendent. The Superintendent and Contractor must mutually agree on the corrective action necessary to resolve the complaint.

- b) No person will be permitted to operate a school vehicle if there is reason to believe that such person has engaged in any improper conduct with any passenger.
 - c) Contractor shall take reasonable steps to prevent its employees from exposing any passenger to impropriety of word or conduct.
 - d) Contractor shall not permit its drivers or monitors to smoke in the vehicles or to drink any intoxicating beverage or to be under the influence of drugs or alcohol while operating any vehicle or responsible for children.
 - e) Contractor shall not permit drivers under the influence of prescription or non-prescription drugs that will impair their ability to safely operate a vehicle.
 - f) Contractors will not permit any driver to operate a vehicle or be in a role where they are responsible for supervising students while they are using a cellphone or other communications device with the exception of the school bus two-way radio. The only exception to this rule is in the event of an emergency that pertains to the school bus or children in the immediate vicinity of the school bus.
- 4) Duty to notify District
- a) The Contractor shall immediately notify the District of any change in qualification of any driver; including but not limited to violation of federal, state, or District guideline, and including any change in license status including convictions, arrests, charges, or suspension, revocation or probation.
- 5) No persons other than students, supervisors, company employees, Board employees or drivers in training are to ride the school vehicles without the written approval of the superintendent or designee.

Student Safety

- 1) Ridership documentation
- a) Contractor will provide sufficient personnel or technology to secure periodic rider counts by bus or van at individual schools. These counts are to be shared with the District. Contractor should maintain such counts along with schedule adherence data and shall utilize this information to cooperate with the District in developing and implementing cost management strategies.
 - b) All routes shall be designed using this data and with the intent of maximizing the number of riders per bus or van.
- 2) Student safety training
- a) Contractor shall provide and implement, with the superintendent's approval, a program for the training of pupils in accordance with the provisions of Ohio Administrative Code and law.

- 3) Pre-trip and Post-trip inspections
 - a) Contractor shall require all drivers to complete required pre-trips of all buses each time a vehicle is taken out of storage for the purpose of transporting students.
 - b) Contractor shall require all drivers to complete post trip inspections of the bus after each school trip to ensure that no students are left on the vehicle. This post trip inspection shall be required regardless of any technology that may be used for the same purpose.

Management

- 1) Contractor shall provide the necessary on-site management personnel to operate the transportation service in an effective manner. The assignment of a manager by the Contractor is subject to the Board's approval. Management personnel provided to the Board by the Contractor shall be dedicated to the Board operation and may not have responsibilities to any other Contractor operation without the Board's consent.

Data needs of the district

Contractor will secure, assemble and provide to the District all data needed for completion of mandated reports to the Ohio Department of Education and Workforce or any other regulatory agency.

Limited use of vehicles

- 1) Vehicles marked with the District name on the side shall not be used for purposes other than transportation for the District, and shall not transport unauthorized passengers in accordance with Ohio Department of Education and Workforce rules for pupil transportation.

Fringe benefits

Taxes and retirement

The Contractor shall accept liability for payment for its employees of all applicable payroll taxes and deductions required by local, state and federal law, including both employer and employee contributions, Ohio School Employees Retirement System contributions, Social Security taxes, Medicare, unemployment and other similar deductions.

Worker's compensation insurance

Contractor to the full amount as required by law shall carry worker's compensation insurance through the state of Ohio Bureau of Workers' Compensation and employer's liability insurance.

Equal employment and non-discrimination

General policy

The Board is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of race, color, national origin, sex, disability, age, religion, military status, ancestry, genetic information, or any other legally protected category. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, national origin, sex, disability, age, religion, military status, ancestry, genetic information, or any other legally protected category. Such action shall include, although not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

Contractor representations

The Contractor shall in all solicitations and/or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, national origin, sex, disability, age, religion, military status, ancestry, genetic information, or any other legally protected category. The Contractor shall cause any subcontractor engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

Insurance

Contractor must furnish evidence that it carries vehicle and public liability insurance with responsible companies licensed to do business in Ohio with a minimum combined single limit of liability of \$1,000,000 per occurrence and aggregate bodily injury and property damage. Contractor must also furnish evidence of Automobile liability of \$1,000,000 combined single limit, a \$3,000,000 umbrella policy and uninsured/underinsured motorist coverage, medical payments to the extent required by law, and workers' compensation insurance. The policies shall set forth the Board as an additional insured party. A certificate of insurance

evidencing the required coverage will be provided to the Board at the inception of the service and shall be renewed annually by the Contractor thereafter.

Indemnity

Contractor shall indemnify, defend, and hold the Board, its officers and employees harmless from and against any and all loss, cost, expense, or damage, including attorney fees with respect to any claim, liability, demand, controversy, action at law, equity or administrative proceeding arising out of or in connection with performance under the agreement, or arising from any and all acts or omissions of Contractor, its agents, employees, licenses, or invitees.

Other provisions

Invoices

Invoices are to be submitted to the District every month in which services were provided and will be paid within twenty-five (25) business days of their submittal. Costs shall be itemized with regard to work performed, including routes, and extracurricular trips.

All extracurricular trips shall be itemized and listed individually by school, group and activity purpose.

The Contractor should assert its best effort to keep all billings current. Billings for service rendered that are more than 60 days in arrears will not be the responsibility of or paid by the District. The District also reserves the right to have access to any source for documentation related to the contract, such as, but no limited to, invoices, personnel records, and transportation reports.

Annual report

A copy of the Contractor's most recent annual report shall accompany its Proposal. If subject to audit, a copy of the Contractor's most recent audited financial statement should accompany the Proposal.

Sample transportation contract and invoice

A sample transportation contract and invoice should be included with each Proposal.

Changes in scope of contract

Contractor shall include its procedures to accommodate any changes in the scope of contract, such as may be needed in the event of a change in District ridership policy, changes in bell schedules, change in routing logistics, etc. Contractor should detail its recent history (last five years) in this area and the impact of these changes on the overall price of the affected contract.

Performance measures

Contractor is expected to utilize best practices within industry standards to obtain optimum performance. Contractor may propose positive or negative performance standards and impact on the overall price of the affected contract.

District will periodically complete a comparative cost analysis with other public school transportation operations to evaluate the performance of the Contractor.

Warranties of the contractor

Contractor shall warrant to the Board that the following conditions are true and will agree to defend the Board and hold it harmless from any and all claims of any kind based on or arising out of claims to the contrary:

- That the Contractor or its representatives has full legal authority to enter into the proposed contract and to carry out its terms for the full period of the contract.
- That the entry into and compliance with the terms of the contract will not result in any duty to repay any transportation subsidy amount received by the school District from the Ohio Department of Education and Workforce nor, based on guidelines and regulations in effect at the time of the contract, will the District suffer the loss of any transportation assistance amount that would have been available to it but for the existence of the contract.
- That the employees of the Contractor are not and shall not be considered to be employees of the District for purposes of collective bargaining pursuant to ORC Chapter 4117.

Valley View Local School District Bylaws & Policies

8600 – TRANSPORTATION

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 or alternative vehicles for reasons of economy or efficiency of operation.

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

- A. Kindergarten at Noon - 1 mile
- B. Kindergarten in the Morning, or afternoon - 1 mile
- C. Grades 1 through 6 - 1 mile
- D. Grades 7 through 12 - 1 mile

Exceptions to the foregoing limits may be made in the case of a student who is temporarily or permanently disabled 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 as a related service.

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 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 attending other schools are also assigned.

Transportation of eligible nonpublic or community school children between their home areas and schools shall be arranged through the use of Board-owned or contracted 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 community or nonpublic chartered schools in any grades, 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 includes transportation routes and schedules for eligible students within sixty (60) days after receiving the start and end times, or when possible, by the first day of August in the event the Board is not notified of start and end times by 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 Board authorizes the Superintendent to 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 such determination must be formalized through a resolution passed by the Board at its next scheduled meeting. If transportation is determined to be impractical, 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 an amount established by State law and approved by the Board unless otherwise directed by action of the DEW. 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 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 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, 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 may not relinquish the transportation responsibility before the end of the school year and shall submit such notice by a date prescribed by the DEW 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 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 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 bus stops and a time schedule annually, no more than thirty (30) days prior to and no more than thirty (30) days after the start of the school year. The Superintendent is authorized to make any necessary changes to the approved stops and routes. Each student will be assigned to use a specific school bus stop, except in unusual circumstances and approved by the Superintendent. The District is not required to allow alternate stops based on shared parenting, day care, or child care convenience.

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.

Students may be permitted to eat and/or drink on the bus as needed for documented medical reasons, and on non-routine trips during which the students on the bus are supervised by a chaperone(s).

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

The Board authorizes the use of an alternative vehicle (e.g., a van) designed to carry nine (9) passengers or less, plus a driver, instead of a school bus to transport eligible students to and from 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 all statutory and administrative requirements to drive that vehicle including, but not limited to, pre-service and in-service training, pre-employment drug testing, criminal background checks, and participation in random drug testing;
- 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.

The District shall implement policies and/or programs for bus drivers that include professional development, annual performance reviews, and access to wellness support programming as provided by DEW and ODPS.

Drivers of alternative vehicles must conduct daily pre-trip inspections and alternative vehicles must be inspected not less than two (2) times each year by a qualified mechanic who will determine whether the vehicle is safe to transport students.

Transporting Homeless Students

Students meeting the Federal definition of homeless will be transported via an approved method, as appropriate, from their temporary place of residence to their school 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 a 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.

The Superintendent shall be responsible for developing and implementing appropriate administrative guidelines for this policy.

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Revised 2/19/08
Revised 3/21/22
Revised 12/12/22
Revised 11/9/23

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Legal 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. 3327.016, 3327.02
R.C. 4511.01(F), 4511.75 et seq.
42 U.S.C. 11431 et seq.

8600.04 - BUS AND ALTERNATIVE VEHICLE DRIVER CERTIFICATION

It is the policy of the Board of Education that all bus and alternative vehicle drivers obtain and hold proper certification under standards for school bus and alternative vehicle 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 or other disqualifying offense or condition. The minimum age to operate a school bus is twenty-one (21) years of age, and the minimum age to operate a van is twenty-one (21) years of age.

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 pupil 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 to determine that such drivers meet the following qualifications at a minimum:

- 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 school bus or van driver District certification will be reviewed by the Superintendent and the driver's employment as a school bus driver may be terminated.

A driver involved in a preventable school bus accident, or judged guilty of a minor traffic violation, shall be subject to the disciplinary action established in the Superintendent's administrative guidelines. Further, no driver who is convicted of a traffic violation or has their 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 District 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 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). All drivers shall be enrolled in the retained applicant fingerprint database. An updated, satisfactory criminal background check report shall be obtained for each school bus driver and van 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 has been a resident of this state for the five (5) year period immediately prior to the date the recertification is requested.

Satisfactory shall be defined by the standards in Ohio Administrative Code 3301-83-23. 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 driver will be permitted to drive a school bus or alternative vehicle transporting students unless the driver meets all other requirements contained in the rules adopted by the DEW prescribing qualifications of drivers of school buses or alternative vehicles. In addition, no driver will be permitted to drive a school bus or alternative vehicle transporting students unless:

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

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

Drivers of school buses, vans, or other school vehicles, who are employed by entities other than the District and not subject to DEW 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 performed in accordance with R.C. 3327.10(B). Any driver not employed by the School District who drives a bus or vehicle owned by the District must give satisfactory and sufficient bond.

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 Revised 8/25/08
 Revised 2/12/18
 Revised 6/11/18

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

Cross References po8600 - TRANSPORTATION
 po8640 - TRANSPORTATION FOR NON-ROUTINE TRIPS
 po8650 - TRANSPORTATION BY ALTERNATIVE VEHICLES

8640 - TRANSPORTATION FOR NON-ROUTINE TRIPS

The Board of Education may use school buses and/or alternative vehicles other than school buses (e.g., vans) 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). Pre-trip inspections will be conducted and trip permits will be issued according to State regulations.

School buses may include Multifunction School Activity Buses ("MFSAB"), which meet all school bus construction standards but are not equipped with traffic control devices. Alternative vehicles may include passenger vehicles designed by the manufacturer for nine (9) passengers or less (not including the driver). MFSAB's and alternative vehicles may only be used for point-to-point transportation and are prohibited from dropping off or picking up students at other locations, such as their homes.

Students may not be transported between home and school on Multi-Function School Activity Buses ("MFSAB"). These vehicles meet school bus construction standards except that they do not have traffic control devices, and are prohibited by Federal regulations from transportation between home and school. MFSAB's may be used for non-routine transportation as listed in Policy 8640.

Similar to school buses, alternative passenger vehicles 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 or for other approved purposes.

Passenger vehicles that meet the capacity restrictions above may be equipped with additional equipment for the purposes of safeguarding passengers and the driver including, but not limited to: barriers between the passenger and driver compartments, supplemental passenger restraint systems (such as five (5) point belts) and two-way radio equipment and vehicle tracking equipment. All vehicles used for special needs transportation shall be equipped with emergency seat-belt cutters that are accessible to the driver and/or aide assigned to the vehicle.

The Board authorizes the use of an alternative vehicle 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 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 alternative vehicles. Vehicles shall be inspected prior to each use for student transportation by the driver, and not less than two (2) times each year by a qualified mechanic who will determine whether the vehicle is safe to transport students.

Students who are transported by an alternative vehicle 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 alternative vehicle drivers employed by the Board shall complete the required Ohio School Van Driver training program prior to transporting students by van, 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 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 van. 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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Legal 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 AND ALTERNATIVE VEHICLE DRIVER CERTIFICATION
po8640 - TRANSPORTATION FOR NON-ROUTINE TRIPS
po8660 - INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE

8651 - NONROUTINE USE OF SCHOOL BUSES

The Board of Education will permit the school buses owned or leased by this District to be used for purposes other than regularly-scheduled routes to and from school in accordance with law and rules of the State, provided such trips do not interfere with routine school transportation services.

The nonroutine use of buses shall be defined for purposes of this policy as those uses which are specified in R.C. 3327.018 and A.C. 3301-83-16.

A. Use of Buses for School Activities

Buses operated on nonroutine trips involving school activities will be operated by the holder of a valid Ohio school bus driver's license who has been approved by the Board. Drivers shall be selected for nonroutine trips by the Contractor on the basis of their knowledge, skill, and experience in operating a bus in the area to be traveled as well as their familiarity with the vehicle selected for use. The Superintendent shall require that nonroutine use of school buses shall include provision for insurance coverage and the requirement that chaperones accompany each school bus trip involving school-age passengers whose responsibility it will be to assist the staff member(s) in maintaining passenger control and in enforcing procedures for the safety of all passengers.

B. Use of Buses by Authorized Entities During Emergencies

The Board may enter into a written agreement with a local, State or Federal government entity or agency, or a public or private nonprofit entity to operate its buses for the purpose of assisting the entity in fulfillment of legitimate activities during times of emergency. The agreement shall not be considered commerce as defined under State and Federal law. All State Board of Education regulations governing the operation of school buses when transporting students shall apply during such use, including the requirement that drivers hold proper certification to drive a bus. The Board will procure liability and property damage insurance to cover all vehicles used and passengers transported under these agreements. The Board may seek reimbursement for the costs of nonroutine transportation, which will not exceed the cost of operation and insurance coverage.

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R.C. 3327.018
A.C. 3301-83-16

8660 - INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE

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

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

Any such incidental transportation must be approved, in advance and in writing, by the Building 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 an employee of this Board; an approved volunteer; the parent of a student enrolled in this District; and the holder of a currently valid license to operate a motor vehicle in the State of Ohio.

No person shall be permitted to transport students if the person 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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A.C. 3301-83-19

4162 - DRUG AND ALCOHOL TESTING OF CDL LICENSE HOLDERS WHO PERFORM SAFETY-SENSITIVE FUNCTIONS AND ARE SUBJECT TO DOT TESTING

The Board of Education believes that the safety of students while being transported to and from school or school activities is of utmost importance and is the primary responsibility of the driver of the school vehicle. To fulfill such a responsibility, each driver, as well as others who perform safety-sensitive functions with Board-owned and/or operated ("Board-owned") vehicles, must be mentally and physically alert at all times while on duty. To that end, the Board has established this policy and others related to employees' health and well-being.

For purposes of this policy and the guidelines associated with the policy, the following definitions shall apply:

- A. The term alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.
- B. The term illegal drug means drugs and controlled substances, the possession or use of which is unlawful, pursuant to Federal, State, and local laws and regulations.
- C. The term controlled substance includes any illegal drug and any drug that is being used illegally, such as a prescription drug that was not legally obtained or not used for its intended purposes or in its prescribed quantity. The term does not include any legally-obtained prescription drug used for its intended purpose in its prescribed quantity unless such use would impair the individual's ability to safely perform safety-sensitive functions.

- D. The term controlled substance abuse includes excessive use of alcohol as well as prescribed drugs not being used for prescribed purposes, in a prescribed manner, or in the prescribed quantity.
- E. The term safety-sensitive functions includes all tasks associated with the operation and maintenance of Board-owned vehicles. This term further includes any period in which an individual is actually performing, ready to perform, or immediately available to perform any safety-sensitive function.
- F. The term CDL license holder means all regular and substitute bus drivers, other CDL-licensed staff members who may drive students in Board-owned vehicles or inspect, repair, and maintain Board-owned vehicles.
- G. The term while on duty means all time from the time the CDL license holder begins to work or is required to be in readiness for work until the time the CDL license holder is relieved from work and all responsibility for performing work.

The Board expects all CDL license holders to comply with Board Policy 4122.01 on Drug-Free Schools which prohibits the possession, use, sale, or distribution of alcohol and any controlled substance on school property at all times. Further, the Board concurs with the Federal requirement that all CDL license holders should be free of any influence of alcohol or a controlled substance while on duty.

The Board directs the Superintendent to establish a drug and alcohol testing program whereby each regular and substitute bus driver, as well as any other staff member who holds a CDL license and may operate a commercial motor vehicle, is tested for the presence of alcohol in the bus driver's or CDL license holder's system as well as for the presence of the following controlled substances:

- A. Marijuana
- B. Cocaine
- C. Opioids
- D. Amphetamines
- E. Phencyclidine (PCP)

A list of all active CDL holders that are expected to be qualified to operate commercial motor vehicles will be provided to the contracted certified testing center for purposes of managing Federally mandated random testing. This list shall NOT include non-CDL holders.

The drug tests are to be conducted in accordance with Federal and State regulations a.) prior to employment (Controlled Substances Only), b.) for reasonable suspicion, c.) upon return to duty after any alcohol or drug rehabilitation, d.) post-accident, e.) on a random basis, and f.) on a follow-up basis.

Any staff member who tests positive shall immediately be prohibited from performing or continuing to perform safety-sensitive functions (e.g., driving any Board-owned vehicle) and be referred to the District's Employee Assistance Program.

Furthermore, if during any test the lab determines that an adulterant has been added to the specimen, then the test will be considered positive, and the employee shall be prohibited from driving any school vehicle and be referred to the District's Employee Assistance Program; and/or

Any staff member who refuses to submit to a test shall immediately be prohibited from performing or continuing to perform safety-sensitive functions (e.g., driving any Board-owned vehicle).

Staff members who voluntarily disclose that they have an addiction to alcohol or controlled substances may participate in the Employee Assistance Program, and will qualify for the receipt of medical insurance benefits for treatment of alcohol or substance abuse, including follow-up care, to the extent that such benefits are provided for or offered in the Board's health insurance package. Voluntary disclosure of an alcohol or drug addiction by a staff member will not subject the staff member to disciplinary action unless such disclosure is made after the staff member is selected to be tested or immediately prior to the selection of staff members to be

tested. Nothing herein shall prevent the Board from disciplining a staff member for misconduct associated with the staff member's alcohol and/or drug use, regardless of whether the employee has disclosed having an alcohol or drug addiction.

If a staff member admits to failing a previous drug or alcohol test or has refused to test, the staff member will not be permitted to perform safety-sensitive functions until completing the return-to-duty process.

A staff member will be subject to disciplinary action, up to and including termination, for any of the following reasons:

- A. reports for duty or performs work while having an alcohol concentration of 0.02 or greater or performs safety-sensitive functions within four (4) hours after using alcohol
- B. reports for duty or performs work while testing positive for using a controlled substance, or while being under the influence of a controlled substance
- C. refuses to disclose any therapeutic drug use or submit to drug and/or alcohol testing
- D. alters or attempts to alter or unduly influence alcohol and/or drug testing results
- E. fails to remain readily available for post-accident testing (including refraining from the use of alcohol for eight (8) hours following the accident or until undergoing a post-accident alcohol test, whichever occurs first, and notifying the staff member's supervisor of the staff member's location, if the staff member leaves the scene of the accident prior to the submission of a post-accident test, unless the staff member's departure is to obtain necessary emergency medical care)

Prior to the beginning of the testing program, the Board shall provide a drug-free awareness program which will inform each CDL license holder about:

- A. the dangers of illegal drug use and controlled substances and alcohol abuse;
- B. Board Policy 4122.01 - Drug-Free Workplace, Policy 4161 - Unrequested Leaves of Absence/Fitness for Duty, Policy 4170 - Substance Abuse, and Policy 4170.01 - Employee Assistance Program;
- C. the topics identified in AG 4162A;
- D. the sanctions that may be imposed for violations of Policy 4122.01.

All time spent undergoing an alcohol or controlled substance test, including travel time, will be paid at the staff member's regular rate of pay, or at the staff member's overtime rate, if applicable. Any staff member who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable. The Board shall pay all costs associated with the administration of alcohol and controlled substance tests. This includes testing of the "split specimen" at a Federally certified laboratory if so requested by a staff member. Requests for a "split specimen" must be made within seventy-two (72) hours of receipt of the notification of a positive drug test. The Board will not pay for the employee's time while not on duty if the split specimen test results are positive.

Alcohol and drug test results shall be protected as confidential medical records as appropriate under Federal law (i.e., test results shall be provided on a right-to-know basis - the employee, the employer, and the substance abuse professional - and the results shall not be presented until analyzed by a Medical Review Officer).

A tested individual, upon written request, will be promptly provided copies of any records relating to the tested individual's use of drugs and alcohol, including any records pertaining to the tested individual's drug and alcohol tests. A tested individual must provide specific written consent before the tested individual's test result can be provided to any other person except as required by law.

All tests shall be conducted in accordance with Federal testing guidelines and be performed by a laboratory that is Federally certified.

The alcohol and drug testing program shall be under the direction of the Superintendent.

The Superintendent shall arrange for the required amount of training for appropriate staff members in drug recognition, in the procedures for testing, and in the proper assistance of staff members who are subject to the effects of substance abuse.

The Superintendent shall submit, for Board approval, a contract with a certified laboratory to provide the following services:

- A. testing of all first and second test urine samples
- B. clear and consistent communication with the District's Medical Review Officer ("MRO") (may be provided through the contract with a certified testing facility)
- C. methodology and procedures for conducting random tests for controlled substances and alcohol
- D. preparation and submission of all required reports to the District, the MRO, and to Federal and State governments

The Superintendent shall also select the agency or persons who will conduct the alcohol breathalyzer tests, the District's MRO, and the drug collection site(s) in accordance with the requirements of the law.

Notification

A tested candidate shall be notified of the results of a pre-employment controlled substances test conducted under this part if the driver requests such results within sixty (60) calendar days of being notified of the disposition of the employment application.

A tested individual shall be notified of the results of random, reasonable suspicion, and post-accident tests for controlled substances conducted under this policy if the test results are verified positive. The tested individual shall also be informed which controlled substance or substances were verified as positive.

The Superintendent shall make reasonable efforts to contact and request each driver who submitted a specimen under the employer's program, regardless of the driver's employment status, to contact and discuss the results of the controlled substances test with a medical review officer who has been unable to contact the driver.

The Superintendent shall immediately notify the medical review officer that the driver has been notified to contact the medical review officer within seventy-two (72) hours.

Individuals holding a CDL license must notify all current employers of any DOT violations (such as testing positive for the presence of alcohol or a controlled substance in violation of this policy). The notification must be made 1) by the end of the business day following the day the individual first receives notice of the violation or 2) prior to performing any safety-sensitive function, whichever comes first. Individuals are not required to notify the employer that administered the test or that documented the circumstances giving rise to the violation.

In the event that an individual is selected for testing, the Superintendent will inform the individual that the test is required by applicable law.

Reporting Test Results

The Superintendent shall prepare and maintain a summary of the results of its alcohol and controlled substances testing programs performed under this policy during the previous calendar year, when requested by the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the employer or any of its drivers. Such summaries shall be submitted in a manner and timeline as required by law.

Educational Materials Related to Certain Federal Regulations, Board Policies, and Procedures

CDL License Holders and other employees who perform safety-sensitive functions will be provided educational materials that discuss the employer's policies and procedures with respect to post-accident information and positive test results, among other things, at the time of hire or at any time when required to operate a school vehicle. The educational materials shall explain the requirements of applicable Federal regulations and the Board's policies and the District's procedures with respect to meeting these Federal regulations. The Board designates the Transportation Supervisor as the individual responsible for providing educational materials to CDL License Holders and other employees who perform safety-sensitive functions. The educational materials will include, at a minimum, the following:

- A. the contact information for the Transportation Supervisor, who is the individual designated by the Board to answer questions about the educational materials

- B. a statement that all CDL License Holders and other employees who perform safety-sensitive functions are subject to Federal law addressing the misuse of alcohol and other controlled substances
 - C. information sufficient to make clear to employees the period of the work day during which they are required to comply with the regulations
 - D. information concerning prohibited conduct
 - E. the circumstances under which employees are subject to testing for alcohol and/or controlled substances
 - F. the procedures for testing for the presence of alcohol and controlled substances in order to protect the employee and the integrity of the testing process, to safeguard the validity of the test results, and to confirm the results are attributed to the correct employee, including post-accident information, procedures, and instructions required under Federal regulations
 - G. the requirement that staff members must submit to alcohol and controlled substance testing as required by the regulations
 - H. an explanation of what constitutes a refusal to be tested for alcohol or controlled substances and the attendant consequences
 - I. the consequences of testing positive, including the requirements of immediate removal from safety-sensitive functions, and the procedures regarding referral, evaluation, and treatment
 - J. the consequences for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04
 - K. information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol problem (the employee's or a co-worker's); and available methods of intervening when a drug or alcohol and/or controlled substances problem is suspected (including confrontation and how to refer someone to an Employee Assistance Program or to management), and
 - L. information regarding the requirement that certain personal information collected and maintained under Federal law be reported to the Commercial Driver's License Drug and Alcohol Clearinghouse
- M. indicating that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, is prohibited on all School Board property and at school-sponsored activities

Individuals are strictly prohibited from reporting to work or being on duty while under the influence of alcohol or a controlled substance.

These materials are to be distributed to each staff member upon being hired or transferred into a covered position thereafter. Each staff member will receive a copy of the educational materials and must sign a statement certifying receipt of such materials. A staff member who refuses to sign the requisite statement shall be prohibited from performing any safety-sensitive functions. Each employee (and a labor organization representing Board employees) shall receive written notice of the availability of this information, and the identity of the Board's designated representative in charge of answering questions about the materials.

Return-to-Duty (Safety-Sensitive Positions)

Employees who are removed from performing safety-sensitive functions as a result of this policy must complete the Return-to-Duty ("RTD") process as required by the U.S. Department of Transportation ("DOT") regulations and their Federal Motor Carrier Safety Act ("FMCSA") Drug and Alcohol Clearinghouse status must be changed from "prohibited" to "not prohibited" before resuming safety-sensitive duties. The RTD process requires an evaluation by a qualified Substance Abuse Professional ("SAP"), successful compliance with the SAP's prescribed education and/or treatment program, and a follow-up evaluation by the SAP determining that the employee has complied with the program. The employee must then complete a DOT return-to-duty test and obtain a verified negative drug test result and/or an alcohol test result of any detectable amount before being permitted to return to the performance of safety-sensitive functions.

In addition, employees must comply with the SAP's written follow-up testing plan, which will be administered by the District in accordance with DOT regulations. An employee who fails to comply with the follow-up testing plan will not be permitted to perform safety-sensitive duties.

Subject to any collective bargaining agreement or other legal requirements, employees who are otherwise eligible to resume safety-sensitive functions may not do so without the Superintendent's approval.

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Legal 34 C.F.R. Part 84
 49 C.F.R. Part 40
 49 C.F.R. Part 382

4162.01 - DRUG AND ALCOHOL TESTING OF EMPLOYEES WITHOUT CDL LICENSES WHO TRANSPORT STUDENTS IN ALTERNATIVE VEHICLES (Non-DOT Testing)

The Board of Education believes that the safety of students while being transported to and from school or school activities is of utmost importance and is the primary responsibility of the driver of the school vehicle. To fulfill such a responsibility, each driver, as well as others who transport students with Board-owned and/or operated ("Board-owned") vehicles, must be mentally and physically alert at all times while on duty. To that end, the Board has established this policy and others related to employees' health and well-being.

The Board recognizes that these drivers are not subject to Federal DOT testing, but are subject to non-DOT drug and alcohol testing as required by State law.

For purposes of this policy and the guidelines associated with the policy, the following definitions shall apply:

- A. The term *alcohol* means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.
- B. The term *illegal drug* means drugs and controlled substances, the possession or use of which is unlawful, pursuant to Federal, State, and local laws and regulations.
- C. The term *controlled substance* includes any illegal drug and any drug that is being used illegally, such as a prescription drug that was not legally obtained or not used for its intended purposes or in its prescribed quantity. The term does not include any legally-obtained prescription drug used for its intended purpose in its prescribed quantity unless such use would impair the individual's ability to safely perform safety-sensitive functions.
- D. The term *controlled substance abuse* includes excessive use of alcohol as well as prescribed drugs not being used for prescribed purposes, in a prescribed manner, or in the prescribed quantity.
- E. The term *transporting students* includes all tasks associated with the operation and maintenance of Board-owned alternative vehicles. This further includes any period in which an individual is actually performing, ready to perform, or immediately available to perform any safety-sensitive function.
- F. The term *alternative vehicles* includes all vehicles that are designed for nine (9) passengers or less that do not meet school bus construction standards. These vehicles do not meet the Federal definition of commercial motor vehicles, and do not require a CDL license to operate.

This policy includes all regular and substitute drivers, other staff members who may drive students in Board-owned alternative vehicles, or inspect, repair, and maintain Board-owned alternative vehicles.

- G. The term *while on duty* means all time from the time the employee begins to work or is required to be in readiness for work until the time the employee is relieved from work and all responsibility for performing work.

The Board expects all drivers to comply with Board Policy 4122.01 on Drug-Free Schools, which prohibits the possession, use, sale, or distribution of alcohol and any controlled substance on school property at all times. Further, the Board concurs with the State requirement that all drivers of alternative vehicles should be free of any influence of alcohol or controlled substances while on duty.

The Board directs the Superintendent to establish a drug and alcohol testing program whereby each regular and substitute driver, as well as any other staff member who transports students in alternative vehicles, is tested for the presence of alcohol in the driver's system, as well as for the presence of the following controlled substances:

- A. Marijuana
- B. Cocaine
- C. Opioids
- D. Amphetamines
- E. Phencyclidine (PCP)

A list of all active drivers that are not covered by DOT testing regulations but are expected to be qualified to operate alternative vehicles will be provided to the contracted certified testing center for purposes of managing random testing. This list, which may be updated seasonally, is to be separate and managed separately from the DOT testing list.

The drug tests are to be conducted similar to Federal DOT regulations a.) prior to employment, b.) for reasonable suspicion, c.) upon return to duty after any alcohol or drug rehabilitation, d.) post-accident, e.) on a random basis, and f.) on a follow-up basis. Any staff member who tests positive shall immediately be prohibited from performing or continuing to perform safety-sensitive functions (e.g., driving any Board-owned vehicle) and be referred to the District's Employee Assistance Program.

Furthermore, if during any test the lab determines that an adulterant has been added to the specimen, then the test will be considered positive and the employee shall be prohibited from driving any school vehicle and be referred to the District's Employee Assistance Program.

Any staff member who refuses to submit to a test shall immediately be prohibited from performing or continuing to perform safety-sensitive functions (e.g., driving any Board-owned vehicle).

Staff members who voluntarily disclose that they have an addiction to alcohol or controlled substances may participate in the Employee Assistance Program, and will qualify for the receipt of medical insurance benefits for treatment of alcohol or substance abuse, including follow-up care, to the extent that such benefits are provided for or offered in the Board's health insurance package. Voluntary disclosure of an alcohol or drug addiction by a staff member will not subject the staff member to disciplinary action unless such disclosure is made after the staff member is selected to be tested or immediately prior to the selection of staff members to be tested. Nothing herein shall prevent the Board from disciplining a staff member for misconduct associated with the staff member's alcohol and/or drug use, regardless of whether the employee has disclosed having an alcohol or drug addiction.

If a staff member admits to failing a previous drug or alcohol test, or has refused to test, the staff member will not be permitted to perform safety-sensitive functions until completing the return-to-duty process.

A staff member will be subject to disciplinary action, up to and including termination, for any of the following reasons:

- A. reports for duty or performs work while having an alcohol concentration of 0.02 or provides student transportation within four (4) hours after using alcohol
- B. reports for duty or performs work while testing positive for using a controlled substance, or while being under the influence of a controlled substance
- C. refuses to disclose any therapeutic drug use or submit to drug and/or alcohol testing
- D. alters or attempts to alter or unduly influence alcohol and/or drug testing results
- E. fails to remain readily available for post-accident testing (including refraining from the use of alcohol for eight (8) hours following the accident or until undergoing a post-accident alcohol test, whichever occurs first, and notifying the staff

member's supervisor of their location, if the staff member leaves the scene of the accident prior to the submission of a post accident test, unless the staff member's departure is to obtain necessary emergency medical care).

Prior to the beginning of the testing program, the Board shall provide a drug-free awareness program which will inform each CDL license holder and alternative vehicle drivers about:

- A. the dangers of illegal drug use, and controlled substance and alcohol abuse;
- B. Board Policy 4122.01 - Drug-Free Workplace, Policy 4161 - Unrequested Leaves of Absence/Fitness for Duty, Policy 4170 - Substance Abuse, and Policy 4170.01 - Employee Assistance Program;
- C. the topics identified in AG 4162A;
- D. the sanctions that may be imposed for violations of Policy 4122.01.

An alternative vehicle driver on a supplemental contract will participate in random drug testing as part of the supplemental contract compensation. For other contracted alternative vehicle drivers, all time spent undergoing an alcohol or controlled substance test, including travel time, will be paid at the staff member's regular rate of pay, or at the staff member's overtime rate, if applicable. Any staff member who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable. The Board shall pay all costs associated with the administration of alcohol and controlled substance tests. This includes testing of the "split specimen" at a Federally certified laboratory if so requested by a staff member. Requests for a "split specimen" must be made within seventy-two (72) hours of receipt of the notification of a positive drug test. The Board will not pay for the employee's time while not on duty if the split specimen test results are positive.

Alcohol and drug test results shall be protected as confidential medical records as appropriate under Federal law (i.e., test results shall be provided on a right-to-know basis - the employee, the employer, and the substance abuse professional - and the results shall not be presented until analyzed by a Medical Review Officer).

A tested individual, upon written request, will be promptly provided copies of any records relating to the tested individual's use of drugs and alcohol, including any records pertaining to the tested individual's drug and alcohol tests. A tested individual must provide specific written consent before the tested individual's test result can be provided to any other person except as required by law.

All tests shall be conducted using Federal testing guidelines and be performed by a laboratory that is Federally certified. The alcohol and drug testing program shall be under the direction of the Superintendent.

The Superintendent shall arrange for the required amount of training for appropriate staff members in drug recognition, in the procedures for testing, and in the proper assistance of staff members who are subject to the effects of substance abuse.

The Superintendent shall submit, for Board approval, a contract with a certified laboratory to provide the following services:

- A. testing of all first and second test urine samples;
- B. clear and consistent communication with the District's Medical Review Officer ("MRO") (may be provided through the contract with a certified testing facility);
- C. methodology and procedures for conducting random tests for controlled substances and alcohol;
- D. preparation and submission of all required reports to the District and the MRO.

The Superintendent shall also select the agency or persons who will conduct the alcohol breathalyzer tests, the District's MRO, and the drug collection site(s) in accordance with the requirements of the law.

Notification

A tested candidate shall be notified of the results of a pre-employment controlled substances test conducted under this part if the driver requests such results within sixty (60) calendar days of being notified of the disposition of the employment application.

A tested individual shall be notified of the results of random, reasonable suspicion, and post-accident tests for controlled substances conducted under this policy if the test results are verified positive. The tested individual shall also be informed which controlled substance or substances were verified as positive.

The Superintendent shall make reasonable efforts to contact and request each driver who submitted a specimen under the employer's program, regardless of the driver's employment status, to contact and discuss the results of the controlled substances test with the MRO who has been unable to contact the driver.

The Superintendent shall immediately notify the MRO that the driver has been notified to contact the MRO within seventy-two (72) hours.

In the event that an individual is selected for testing, the Superintendent will inform the individual that the test is required by applicable law.

Reporting Test Results

The Superintendent shall prepare and maintain a summary of the results of its alcohol and controlled substances testing programs performed under this policy during the previous calendar year.

Educational Materials Related to Certain Board Policies and Procedures

CDL License Holders and other employees who transport students in alternative vehicles will be provided educational materials that discuss the employer's policies and procedures with respect to post-accident information and positive test results, among other things, at the time of hire or at any time when required to operate a school vehicle. The educational materials shall explain the requirements of the Board's policies and the District's procedures. The Board designates the Transportation Supervisor as the individual responsible for providing educational materials to CDL License Holders and other employees transport students in alternative vehicles. The educational materials will include, at a minimum, the following:

- A. the contact information for the Transportation Supervisor, who is the individual designated by the Board to answer questions about the educational materials
- B. a statement that all CDL License Holders and other employees who transport students in alternative vehicles are subject to Board policies addressing the misuse of alcohol and other controlled substances
- C. information sufficient to make clear to employees the period of the work day during which they are required to comply with the regulations
- D. information concerning prohibited conduct
- E. the circumstances under which employees are subject to testing for alcohol and/or controlled substances
- F. the procedures for testing for the presence of alcohol and controlled substances in order to protect the employee and the integrity of the testing process, to safeguard the validity of the test results, and to confirm the results are attributed to the correct employee, including post-accident information, procedures, and instructions required under Federal regulations
- G. the requirement that staff members must submit to alcohol and controlled substance testing as required by the District policy
- H. an explanation of what constitutes a refusal to be tested for alcohol or controlled substances and the attendant consequences
- I. the consequences of testing positive, including the requirements of immediate removal from student transportation functions, and the procedures regarding referral, evaluation, and treatment

- J. the consequences for employees found to have an alcohol concentration of any detectable amount
- K. information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol problem (the employee's or a co-worker's); and available methods of intervening when a drug or alcohol and/or controlled substances problem is suspected (including confrontation and how to refer someone to an Employee Assistance Program or to management), and
- L. indicating that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, is prohibited on all school board property and at school-sponsored activities

Individuals are strictly prohibited from reporting to work or being on duty while under the influence of alcohol or a controlled substance

These materials are to be distributed to each staff member upon being hired or transferred into a covered position thereafter. Each staff member will receive a copy of the educational materials and must sign a statement certifying receipt of such materials. A staff member who refuses to sign the requisite statement shall be prohibited from performing any safety-sensitive functions. Each employee (and a labor organization representing Board employees) shall receive written notice of the availability of this information, and the identity of the Board's designated representative in charge of answering questions about the materials.

Return-to-Duty (Safety-Sensitive Positions)

Employees who are removed from student transportation functions as a result of this policy must complete the following Return-to-Duty process:

- A. Must be evaluated by a qualified Substance Abuse Professional ("SSAP")
- B. Must successfully comply with and complete the SAP's prescribed education and/or treatment program
- C. Must have a follow-up evaluation by the SAP determining that the employee has complied with the program
- D. Must complete a return-to-duty drug and alcohol test and obtain a verified negative drug test result and/or an alcohol test result of no detectable amount before being permitted to return to the performance of student transportation functions
- E. Employees must comply with the SAP's written follow-up testing plan which will be administered by the District An employee that fails to comply with any of the above shall not be returned to duty.

Subject to any collective bargaining agreement or other legal requirements, employees who are otherwise eligible to resume student transportation functions may not do so without the Superintendent's approval.

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Legal
 34 C.F.R. Part 84
 49 C.F.R. Part 382
 49 C.F.R. Part 40
 R.C. 3796.28