

**THE TWINSBURG BOARD OF EDUCATION
 AGENDA FOR THE REGULAR MEETING OF
 Wednesday, February 19, 2025 – 6:00 p.m.
 Twinsburg Government Center, 10075 Ravenna Road, Twinsburg OH 44087**
 This meeting will also be livestreamed at:
https://youtube.com/live/3yCtfcvj_Wo?feature=share

Per BOE Policy #0160: “This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District’s business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in agenda item (I).”

A. CALL TO ORDER

B. ROLL CALL

<u> </u> Crawford	<u> </u> Davis	<u> </u> Egan	<u> </u> Hamilton	<u> </u> Travis
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C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA/ADDENDUM ITEMS

<u> </u> Crawford	<u> </u> Davis	<u> </u> Egan	<u> </u> Hamilton	<u> </u> Travis
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E. EXECUTIVE SESSION

That the Board of Education enters into Executive Session at _____ to discuss with the Board’s legal counsel, disputes involving the Board that are the subject of pending or Imminent court action, as per Board of Education Policy #0166 (D).

<u> </u> Crawford	<u> </u> Davis	<u> </u> Egan	<u> </u> Hamilton	<u> </u> Travis
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F. RECONVENE/ROLL CALL

<u> </u> Crawford	<u> </u> Davis	<u> </u> Egan	<u> </u> Hamilton	<u> </u> Travis
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G. COMMUNICATIONS

1. Board President’s Report
2. Superintendent’s Report
 - *Special Proclamation – Grace Robbins, Girl Scout Gold Award*
 - *Students of the Month/Building Highlights:*
 - Samuel Bissell Elementary School
 - R.B. Chamberlin Middle School
3. Committee Reports

H. ADMINISTRATIVE REPORTS

- *Strategic Plan, Quarter 2 Update: 21st Century Teaching & Learning, Facilities, & Finance*
 - Presented by District Staff and Students
- *Special Education Model Policies*
 - Ryan Bandiera – Director of Pupil Services
- *TCSD Fact Sheet for May 6, 2025 Bond Levy*
 - Kathi Powers, Superintendent

I. REMONSTRANCE

Persons wishing to address the Board of Education should submit a blue card (found in the lobby) to the Treasurer prior to the meeting so they may be recognized by the Board President and welcomed to make comment. No formal action will be taken on subjects that are not included on this agenda until the Board has had an opportunity to study them. Comments regarding personnel must be submitted in writing through the Office of the Superintendent. Although there is normally adequate time for citizens to express themselves at a Board meeting, if several people wish to speak, each person will be allotted five (5) minutes until the total time of thirty (30) minutes is used. Each person addressing the Board is asked to give his/her name and address.

J. ACTION ITEMS/PERSONNEL

	Employment, Certificated	
1.	RESOLVE that the Twinsburg Board of Education accept the <u>Certificated/Licensed Personnel</u> and/or contract recommendations detailed in the attached Exhibit as per the dates, terms, and other applicable conditions specified, pending satisfactory ORC background checks.	EXHIBIT J-1
	Employment, Classified	
2.	RESOLVE that the Twinsburg Board of Education accept the <u>Classified Personnel</u> and/or contract recommendations detailed in the attached Exhibit as per the dates, terms, and other applicable conditions specified, pending satisfactory ORC background checks.	EXHIBIT J-2
	Employment, Supplemental Contracts	
3.	RESOLVE that the Twinsburg Board of Education accept the <u>Supplemental Contract</u> recommendations detailed in the attached Exhibit as per the dates, terms and other applicable conditions specified, pending satisfactory ORC background checks.	EXHIBIT J-3

Crawford

Davis

Egan

Hamilton

Travis

K. ACTION ITEMS/NEW BUSINESS

	College Credit Plus Memorandum of Understanding – University of Akron	
1.	RESOLVE that the Twinsburg Board of Education approves the College Credit Plus Memorandum of Understanding between The University of Akron and the Twinsburg City School District for the 2025-2026 School Year; per the attached Exhibit.	EXHIBIT K-1
	College Credit Plus Memorandum of Understanding – Stark State College	
2.	RESOLVE that the Twinsburg Board of Education approves the College Credit Plus Memorandum of Understanding between Stark State College and the Twinsburg City School District for the 2025-2026 School Year; per the attached Exhibit.	EXHIBIT K-2

	College Credit Plus Memorandum of Understanding – Cuyahoga Community College																																														
3.	RESOLVE that the Twinsburg Board of Education approves the College Credit Plus Memorandum of Understanding between Cuyahoga Community College and the Twinsburg City School District for the 2025-2026 School Year; per the attached Exhibit.	EXHIBIT K-3																																													
	Resource Adoption for Social Emotional Learning – Wilcox Primary School																																														
4.	RESOLVE that the Twinsburg Board of Education approve the adoption of <i>No Place for Hate</i> as a resource and support for the Social Emotional Learning Standards Guidance Course of Study at Wilcox Primary School. <i>No Place for Hate</i> is a no cost program sponsored by the Anti-Defamation League, 605 Third Avenue, New York, NY 10158-3650. The adoption was approved by the District Curriculum/Technology Committee on January 13, 2025.																																														
	Resource Adoption for Social Emotional Learning – Wilcox Primary School																																														
5.	RESOLVE that the Twinsburg Board of Education approve the adoption of <i>We Thinkers!</i> as a resource for the Social Emotional Learning Standards Guidance Course of Study at Wilcox Primary School. The cost for Volume 1 is \$124.99 and the cost for Volume 2 is \$179.99; this is a General Fund expenditures. <i>We Thinkers!</i> is a social learning series developed by Social Thinking, 404 Saratoga Ave. #200, Santa Clara, CA 95050. The adoption was approved by the District Curriculum/Technology Committee on January 13, 2025.																																														
	Agreement – LearnWell																																														
6.	RESOLVE that the Twinsburg Board of Education approves the Agreement with LearnWell to provide educational services to one (1) student while hospitalized. The cost is not to exceed \$1,500; this is a General Fund expenditure; as sent to the Board under separate cover.																																														
	First Reading of Revised Board of Education Policies																																														
7.	RESOLVE that the Twinsburg Board of Education approves the first reading of the revised Board of Education Policies as noted below: <table border="1" data-bbox="326 1226 1326 1808"> <tr> <td>2460</td> <td>Revised Policy</td> <td>Special Education (Program)</td> </tr> <tr> <td>2623</td> <td>Revised Policy</td> <td>Student Assessment and Academic Intervention Services (Program)</td> </tr> <tr> <td>2623.02</td> <td>Revised Policy</td> <td>Third Grade Reading Guarantee (Program)</td> </tr> <tr> <td>3120.04</td> <td>Revised Policy</td> <td>Employment of Substitutes (Professional Staff)</td> </tr> <tr> <td>3140</td> <td>Revised Policy</td> <td>Termination and Resignation (Professional Staff)</td> </tr> <tr> <td>4124</td> <td>Revised Policy</td> <td>Employment Contract (Classified Staff)</td> </tr> <tr> <td>4140</td> <td>Rescind Policy</td> <td>Termination and Resignation (Classified Staff)</td> </tr> <tr> <td>5310</td> <td>Revised Policy</td> <td>Health Services (Students)</td> </tr> <tr> <td>5512</td> <td>Revised Policy</td> <td>Tobacco Use Prevention (Students)</td> </tr> <tr> <td>5771</td> <td>Revised Policy</td> <td>Search and Seizure (Students)</td> </tr> <tr> <td>8600</td> <td>Revised Policy</td> <td>Transportation (Operations)</td> </tr> <tr> <td>8600.04</td> <td>Revised Policy</td> <td>Bus Driver Certification (Operations)</td> </tr> <tr> <td>8640</td> <td>Revised Policy</td> <td>Transportation for Non-Routine Trips (Operations)</td> </tr> <tr> <td>8650</td> <td>Revised Policy</td> <td>Transportation by Vehicles Other Than School Buses (Operations)</td> </tr> <tr> <td>8660</td> <td>Revised Policy</td> <td>Incidental Transportation of Students By Private Vehicle (Operations)</td> </tr> </table>	2460	Revised Policy	Special Education (Program)	2623	Revised Policy	Student Assessment and Academic Intervention Services (Program)	2623.02	Revised Policy	Third Grade Reading Guarantee (Program)	3120.04	Revised Policy	Employment of Substitutes (Professional Staff)	3140	Revised Policy	Termination and Resignation (Professional Staff)	4124	Revised Policy	Employment Contract (Classified Staff)	4140	Rescind Policy	Termination and Resignation (Classified Staff)	5310	Revised Policy	Health Services (Students)	5512	Revised Policy	Tobacco Use Prevention (Students)	5771	Revised Policy	Search and Seizure (Students)	8600	Revised Policy	Transportation (Operations)	8600.04	Revised Policy	Bus Driver Certification (Operations)	8640	Revised Policy	Transportation for Non-Routine Trips (Operations)	8650	Revised Policy	Transportation by Vehicles Other Than School Buses (Operations)	8660	Revised Policy	Incidental Transportation of Students By Private Vehicle (Operations)	EXHIBIT K-7
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Ohio High School Athletic Association Membership, 2025-2026		
8.	<p>RESOLVE that the Twinsburg Board of Education approves the following <i>resolution</i>, authorizing 2025-2026 membership in the Ohio High School Athletic Association.</p> <p>WHEREAS, the Twinsburg City School District, District IRN number: 050070 of 11136 Ravenna Rd, Summit County, Ohio has satisfied all the requirements for membership in the Ohio High School Athletic Association, a voluntary unincorporated association not-for-profit; and</p> <p>WHEREAS, the Board of Education (“Board”) and its Administration desire for the schools with one or more grades at the 7-12 grade level under their jurisdiction to be voluntary members of the OHSAA:</p> <p>NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION that Twinsburg High School and R.B. Chamberlin Middle School do hereby voluntarily renew their membership in the OHSAA and that in doing so, the Constitution, Bylaws, Regulations and Business Rules of the OHSAA are hereby adopted by this Board as and for its own minimum requirements as it pertains to, but not limited to, student-eligibility, coaching requirements, and administrative responsibility. Notwithstanding the foregoing, the Board reserves the right to raise the minimum standards as it deems appropriate for the schools and students under its jurisdiction; and</p> <p>BE IT FURTHER RESOLVED that the schools under this Board’s jurisdiction agree to conduct their athletic programs in accordance with the Constitution, Bylaws, Regulations, Business Rules, interpretations and decisions of the OHSAA and cooperate fully and timely with the Executive Director’s office of the OHSAA in all matters related to the interscholastic athletic programs of the schools. Furthermore, the schools under this Board’s jurisdiction shall be the primary enforcers of the OHSAA Constitution, Bylaws, Regulations, Business Rules and the interpretations and rulings rendered by the Executive Director’s office. The administrative heads of these schools understand that failure to discharge the duty of primary enforcement may result in fines, removal from tournaments, suspension from membership and/or other such penalties as prescribed in Bylaw 11.</p>	EXHIBIT K-8
TCSD Fact Sheet, May 6, 2025 Bond Levy		
9.	RESOLVE that the Twinsburg Board of Education authorized the TCSD Fact Sheet for the May 6, 2025 Bond Levy; as per the attached Exhibit.	EXHIBIT K-9

Crawford

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Hamilton

Travis

Chromebook Purchase		
10.	RESOLVE that the Twinsburg Board of Education approves the purchase of Google Chrome Education Upgrade (licenses) for Chromebooks previously approved on 2/05/2025, from CDW-G, 200 N. Milwaukee Ave., Vernon Hills, IL 60061 in the amount of \$27,900; as sent to the Board under separate cover; this is a Permanent Improvement Fund expenditure as part of the 4-year Chromebook replacement cycle.	

Crawford

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L MISCELLANEOUS

M. EXECUTIVE SESSION

That the Board of Education enters into Executive Session at _____ to discuss the employment, discipline, and compensation of public employees, as per Board of Education Policy #0166 (A).

Crawford Davis Egan Hamilton Travis

N. RECONVENE/ROLL CALL

Crawford Davis Egan Hamilton Travis

O. ADJOURNMENT

Crawford Davis Egan Hamilton Travis

Upon request to the Treasurer, the District shall make reasonable accommodation for a disabled person to be able to participate in this activity.

Recordings of the Board of Education meeting are made and kept at the Board of Education Office. Video recordings and Board approved Minutes will be published on the District's website, following approval by the Board of Education.

The next regular meeting of the Twinsburg Board of Education is scheduled for **Wednesday, March 5, 2025 at 6:30 p.m.** at the Twinsburg Government Center.

**Certificated Staff Recommendations
February 19, 2025**

CONTRACTS					
Name	Position	Bldg(s)	Rate	Effective	Notes
Archer, Kyle	Intervention Specialist	THS	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Bonhag, Caitlyn	Occupational Therapist	Wilcox	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Bonitz, Ryan	Teacher	Dodge, THS	\$30.72/hr.	2/26/2025	Attendance at a Career Technical Education (CTE) meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Bradshaw, Adam	Intervention Specialist	THS	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Cirino, Rick	Intervention Specialist	RBC	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Conn, Damon	Teacher	Dodge, RBC, THS	\$30.72/hr.	2/26/2025	Attendance at a Career Technical Education (CTE) meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Conn, Damon	Teacher	Dodge, RBC, THS	Per diem rate	2/06/2025	Facilitation of the THS Orchestra's performance at the OMEA Professional Development Conference on the Calamity Day; one (1) day; General Fund expenditure
Cyrek, Michele	Teacher	Wilcox	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Dianetti, James	Intervention Specialist	THS	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure

Escott, David	Intervention Specialist	RBC	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Ferro, Jenni	Teacher	Wilcox	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Gossett, Samantha	Teacher	Dodge, RBC, THS	\$30.72/hr.	2/26/2025	Attendance at a Career Technical Education (CTE) meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Greene, Brynn	Intervention Specialist	THS	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Hampton, Peter	Teacher	RBC, THS	\$30.72/hr.	2/26/2025	Attendance at a Career Technical Education (CTE) meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Horstman, Ian	Intervention Specialist	RBC	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Jarmusik, Claire	Teacher	Dodge, RBC	\$30.72/hr.	2/26/2025	Attendance at a Career Technical Education (CTE) meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Jarmusik, Claire	Teacher	Dodge, RBC	Per diem rate	2/06/2025	Facilitation of the THS Orchestra's performance at the OMEA Professional Development Conference on the Calamity Day; one (1) day; General Fund expenditure
Kammer, Leia	Speech Language Pathologist	Wilcox	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure

Kelly, Kurt	Intervention Specialist	THS	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Krupinski, Kristen	Speech Language Pathologist	THS, RBC	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Kustich, Kathy	Intervention Specialist	Wilcox	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Loretz, Feleisha	Intervention Specialist	RBC	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Quartieri, Sarah	Speech Language Pathologist	Bissell	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Reiter, Nicole	Teacher	Wilcox	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Resnick, Tom	Teacher	Dodge, RBC, THS	\$30.72/hr.	2/26/2025	Attendance at a Career Technical Education (CTE) meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Sabo, Alexis	Intervention Specialist	RBC	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Sanders, Devon	Intervention Specialist	THS	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Smalheer, Laura	Intervention Specialist	RBC	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure

Sulzer, Marnie	Intervention Specialist	THS	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Tirpak, Karen	Teacher	Wilcox	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Todd, Abby	Intervention Specialist	THS	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Tomko, Jeff	Intervention Specialist	THS	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure
Tvrdik, Holly	Speech Language Pathologist	THS	\$30.72/hr.	2/05/2025	Attendance at a District Special Education meeting; not to exceed one (1) hour; teacher stipend rate; General Fund expenditure

LEAVE OF ABSENCE					
Name	Position	Bldg(s)	Effective	Days	Notes
D'Abate, Madeleine	Intervention Specialist	Wilcox	2025/2026	184 days	Parental Leave per Negotiated Agreement with the TEA
Flanagan-Gadson, Debra	Intervention Specialist	Bissell	2/03/2025 - 5/02/2025	60 days	FMLA concurrent with sick leave; not to exceed 60 days in one year
Krupinski, Kristen	Speech Language Pathologist	THS, RBC	2/01/2025 - 5/30/2025	60 days	Intermittent FMLA concurrent with sick leave; not to exceed 60 days in one year

**Classified Staff Recommendations
February 19, 2025**

LEAVE OF ABSENCE					
Name	Position	Bldg(s)	Effective	Days	Notes
Drnek, Dawn	Bus Driver	Transportation	1/28/2025 – 1/28/2026	60 days	Intermittent FMLA concurrent with sick leave; not to exceed 60 days in one year
Fruscella, Kathlene	Instructional Assistant	Wilcox	2/25/2025 – 5/29/2025	60 days	FMLA concurrent with sick leave; not to exceed 60 days in one year
Hill, Lisa	Instructional Assistant	Dodge	2/10/2025 – 5/25/2025	60 days	FMLA concurrent with sick leave; not to exceed 60 days in one year

**Extracurricular Contracts
February 19, 2025**

EXTRACURRICULAR					
Name	Contract	Bldg(s)	Effective	% of Base	Notes
Black, Maria	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Fosnight, Jennifer	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Glover, Chuck	Assistant Girls Track Coach	THS	2024/2025	0.77%	
Grant, Trisha	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Haas, Carla	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Jackson, Sarah	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Karalic, Margaret	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Laley, Justin	JV Baseball Coach	THS	2024/2025	0.77%	
Lurette, Dawn	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Lyndon, Cheryl	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Madden, Kim	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Markulis, Jamee	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Parke, John	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Pelka, Deborah	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Platek, Lindsey	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Polasky, Michael	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Quartieri, John	Assistant Baseball Coach	THS	2024/2025	0.77%	
Schmauch, Lisa	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Wheelock, Ben	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Widener, Rebecca	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Willis, Mark	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025
Yakubowski, Anna	Camp Chaperone	Dodge	5/15/2025	\$300/night	Depart 5/15/2025; Return 5/16/2025

Exhibit J-3

COLLEGE CREDIT PLUS

Memorandum of Understanding By and between

The University of Akron
AND
Twinsburg City School District
2025-2026 Academic Year

1. STATEMENT OF WORK

The University of Akron, hereinafter called **The University**, will collaborate with **Twinsburg City School District**, hereinafter called **The District**, to provide instructional services to qualifying students for University Credit.

2. THE PROGRAM

This College Credit Plus program is available to qualified students enrolled in The District. It is not intended to be a substitute for the academic programs, social growth opportunities, or other educational experiences provided by Ohio's schools. Rather, it is designed to provide enhanced access to university curricula for qualified students. This program hopes to increase the university attendance rate in The University's region by making university courses more readily available.

3. PARTICULARS

A. Instructional Services: Unless otherwise agreed by the parties, College Credit Plus courses will be taught in one of five formats:

A1. High School Teacher as Adjunct - Members of the high school faculty who are determined by The University and the discipline specific departments to qualify as adjunct faculty may teach a University course (using a University syllabus and University textbooks and examinations) for students through College Credit Plus as determined by The University. The class will simultaneously carry University and high school credit.

A2. On-Line Course Delivery - A member of the University faculty (as determined by The University) may teach a course on-line for qualified students through College Credit Plus. The class will simultaneously carry University and high school credit.

A3. Distance Learning Delivery - A member of the University faculty (as determined by The University) may teach a course via Distance Learning for qualified students through College Credit Plus. The class will simultaneously carry University and high school credit.

A4. UA Faculty to High School Site - A member of the University faculty (as determined by The University) may teach a course at the high school site for qualified students through College Credit Plus. The University and The District will agree upon a minimum enrollment to offer the class and The University reserves the right to cancel a class due to low enrollment. The class will simultaneously carry University and high school credit.

A5. High School Student to UA Campus (Any Site) – Qualified students may take a course on the campus of The University through College Credit Plus. This format includes hybrid courses with both an on-campus and online component. The class will simultaneously carry University and high school credit.

- B. All required textbooks, including access codes for e-books, will be the responsibility of the school district.
- C. Student Participation: Students interested in participating in this program must apply to The University for College Credit Plus. Determination of qualification will be made according to the standards of The University. Qualifying students will be eligible to enroll in these College Credit Plus classes for the fall, spring and summer semesters. Students must work with the Guidance Office at The District to ensure their high school requirements and District policies for graduation are satisfied.

Students will also be required to work closely with their University academic adviser to assure that all deadlines and requirements are met.

Students seeking accommodations for ADA will be required to be assessed through The University of Akron Office of Accessibility. Resources will be determined by the Office of Accessibility based on submitted documentation and assessment.

Students must remain eligible to continue to participate in the College Credit Plus program based on the State of Ohio guidelines.

4. CURRICULUM

- A. Course Schedule: Courses offered at The District will be determined by The District AND The University and will fall within the State of Ohio guidelines. Initial discussions regarding the course schedule for the upcoming school year will take place at meetings with the appropriate personnel from The University and The District. Changes to the course schedule will be made only upon agreement of both parties.
- B. Credit Hour Requirements: Courses offered at The District must meet the minimum number of “seat time” hours as determined by the credit hours for the course. A three-credit hour course must meet the equivalent of 150 minutes per week for fifteen weeks, for a total of 2,250 minutes for the semester. A four-credit hour course must meet the equivalent of 200 minutes per week for fifteen weeks, for a total of 3,000 minutes for the semester. Class time missed for holidays or teacher in-service days not observed by The University must be made up.
- C. Class Composition: All students in a class offered through College Credit Plus at The District must qualify for and be enrolled through College Credit Plus.

D. Courses will explicitly follow University course syllabi and include all required exams, assignments and student learning assessments, and final grades must be submitted by the specified deadline set by the University. Course instructors will maintain all privileges, responsibilities, and expectations as a University adjunct faculty member, including in-class evaluations by University personnel and student course evaluations.

5. TERM

The services described in this Agreement will be provided for the 2025 - 2026 academic year (summer, fall and spring.)

6. CANCELLATION

This MOU may be terminated only as follows:

Upon written notice given no less than sixty (60) day prior to the expiration of the then-current term if sufficient funding is no longer available from the State of Ohio.

7. COST SHARING

The District will be assessed for College Credit Plus as described below:

Format 1: The District will be assessed for students taking College Credit Plus courses at the high school, through Particular **A1**, based on the following formula:

Ohio Department of Higher Education Floor per credit hour x number of credit hours x number of students = assessed amount

Format 2: The District will be assessed for students taking College Credit Plus courses at the high school, through Particulars **A3** or **A4**, based on the following formula:

Ohio Department of Higher Education Mid-Rate per credit hour x number of credit hours x number of students = assessed amount

Format 3: The District will be assessed for students taking College Credit Plus courses on the campus (any site) of The University, through Particular **A2**, **A5**, based on the following formula:

Ohio Department of Higher Education Ceiling per credit hour x number of credit hours x number of students = assessed amount

8. ENTIRETY OF AGREEMENT

This Agreement, including Exhibit A constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and executed by authorized representatives of both parties.

9. NONDISCRIMINATION

Each party agrees that there shall be no unlawful discrimination because of race, color, religion, sex/gender, sexual orientation, gender identity or expression, age, national origin, ethnicity, disability, status as a parent during pregnancy and immediately after the birth of a child, status as a parent of a young child, status as a nursing mother, status as a foster parent, military status, genetic information, or status as a veteran.

10. PUBLICITY

No publicity containing any reference to The University, other than the fact that the Agreement exist between the parties, shall be used by either party, except upon prior approval by the other party.

11. GOVERNING LAW

The terms of the Agreement shall be governed and construed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Agreement the day and year above written.

THE UNIVERSITY OF AKRON

DISTRICT

BY:

BY:

Dr. John Wiencek
Executive VP & Provost

Kathi Powers, Superintendent
Twinsburg City School District

Date

Date

Reviewed and approved for
legal form and sufficiency:

Scott M. Campbell
Assistant General Counsel

Date

Exhibit A

Participation in the College Credit Plus program is intended to serve qualified 7th through 12th grade students. The determination of a student's qualifications will be made solely by The University.

Preferred College Credit Plus Eligibility Requirements for 7th through 12th grade participants:

All applicants must meet the following Eligibility standards as outlined by the Ohio Department of Higher Education

- 3.0 Cumulative Unweighted High School GPA
Or
- Obtain at least one remediation-free score on the ACT or SAT as determined by the Ohio Department of Higher Education:
 - ACT English of 18, ACT Reading of 22 or ACT Math of 22
 - SAT Evidence-based Reading & Writing of 480 or SAT Math of 530
- Students with at least a 2.75 cumulative unweighted high school GPA will be evaluated by the Office of Admissions to determine if ACT or SAT scores are required.
- 7th and 8th grade applicants without an established high school GPA must take the ACT or SAT.
- All eligibility will be evaluated on a case by case basis
- Admission does not guarantee course placement. Students admitted without ACT/SAT scores, or students with test scores who do not automatically place into college-level courses will be required to complete necessary placement testing through the University.

Memorandum of Understanding 2025-2026
For College Credit Plus (CCP)
Between Stark State College and
Ohio Public and Private School Districts

The purpose of this Memorandum of Understanding between an Ohio public and private school district (District) and Stark State College (College, Institution of Higher Education, IHE) is to outline the responsibilities and funding arrangements pertaining to College Credit Plus (CCP) courses taught by college faculty and district faculty serving as adjuncts. College Credit Plus for this agreement is defined as providing middle and high school students, grades 7-12, the opportunity to be enrolled in a college-level course or series of courses taught by the college and the IHE faculty (including courses taught by high school teachers who are credentialed IHE adjuncts). Upon successful completion of the course, the student will receive both high school graduation credit and college credit from the cooperating IHE. Stark State College and the District will comply with all the laws, rules and timelines associated with College Credit Plus.

The District and Stark State College agree to the following:

Student Requirements:

1. Student must meet HB49 Eligibility Requirements for participation in the College Credit Plus program, unless requirements are waived or modified by the Chancellor. Stark State College will pursue waivers for all students and programs.
2. For acceptance into the program, the College will review the following application materials provided by the student:
 - Completed college application
 - High school transcripts
 - All Stark State College entrance requirements, including appropriate scores on ACCUPLACER, ACT and SAT tests
 - Permission Slip for Mature Content and Student Questionnaire
3. Completion of the “Succeeding Online” orientation course at least one week prior to the start of the online college course, in accordance with Stark State’s calendar.
4. For online courses, student must have basic computer skills, such as sending email, attaching files to email, accessing the Internet, and word-processing skills.
5. The student is responsible for gaining access to a computer and Internet that meet the IHE requirements for students to complete assignments outside the normal school day.
6. Students must set up Multi-Factor Authentication (MFA) to access College systems and resources.

Program Requirements:

7. All College Credit Plus courses must be non-remedial.
8. All College Credit Plus courses should be transferable with a grade of C or better.
9. The District will use the IHE text, materials, equipment, course syllabus and assessments.
10. The District needs to be aware of the Multi-Factor Authentication (MFA) requirement for College Credit Plus students and help accommodate this requirement to ensure students can access their College course materials in the classroom.
11. Adjuncts must complete annual cyber security email training and annual Title IX training.
12. College Credit Plus blended classrooms (containing both CCP students and non-CCP students) must have different learning expectations, as outlined on the syllabi provided by the CCP high school adjunct. Stark State College faculty will assist CCP high school adjuncts, as needed, with syllabi.
13. Parents should be made aware: "The subject matter of a course enrolled in under the College Credit Plus program may include mature subject matter or materials, including those of a graphic, explicit, violent, or sexual nature, that will not be modified based upon College Credit Plus enrollee participation, regardless of where course instruction occurs."
14. When classes are held at the District or online, Stark State College will provide the textbook. Stark State College also will manage the textbooks for the District, with assistance from the high schools. Please designate the person in your District who will work with Stark State's CCP Book Store. Note: Textbooks provided to individual students must be returned to the College at the conclusion of the semester.

_____ (Name)

_____ (Email)

District IRN#: _____ ACT Code: _____

15. As in the past, the District will provide the books for students who take courses on Stark State College's campus.
16. When a publisher's access code (called inclusive or instant access) is required for a course taken at the high school, online, or on Stark State's campus, the District will be responsible for the cost of the code or access.
17. The District and the IHE will jointly provide student support such as counseling and tutoring. Using the IHE's Learning Management System, the IHE will assign each student an academic advisor and inform the student of the academic no-fault course drop date.
18. Districts (High School CCP Adjuncts) will provide Never Attends, Mid-Term Grades and Final Grades based on the IHE timelines.

Stark State College MOU 2025-2026

19. Once students have completed the course(s), the IHE will submit official grades to the District in a timely manner.
20. The District and the IHE will implement the policies and procedures of the administrative rule for underperforming College Credit Plus students.
21. IHE and District agree that they will provide any necessary information needed for required College Credit Plus data collection.
22. The IHE and the District will collaborate annually on College Credit Plus informational meetings for parents and students. Teachers must meet Ohio Department of Higher Education and College guidelines for adjunct status.
23. The IHE will provide faculty to serve as mentors to adjunct faculty members to ensure that College-level work is maintained. College mentors will supply adjunct faculty members with all the required instructional materials and will schedule classroom observations, as required by College Credit Plus guidelines.
24. College Credit Plus adjunct faculty members will participate in at least three hours of Stark State faculty orientation and professional development activities, as required by College Credit Plus guidelines.
25. The IHE will provide adjunct faculty with course evaluations to be administered to students upon completion of the college course.
26. For online courses, the District will provide qualified high school teachers who will meet with students on a regular basis and provide face-to-face student support. Online instruction will be provided by the IHE faculty member.
27. At least one week prior to the start of the online course, supporting high school teachers must complete the online training course, "Succeeding Online".
28. Online courses will follow the IHE semester calendar.

Financial Structure:

29. The IHE will not charge tuition or fees to students unless the student is self-pay (Option A) or has exceeded the maximum allowable credit hours under College Credit Plus rules.
30. The host institution of each laboratory course will provide all equipment and supplies that are normally kept in the laboratory. This includes weights, measures and glassware. The host institution will provide lab kits containing all required tools and safety equipment. There will be no reimbursement of the initial costs for providing such items between the Parties. However, the District will pay for lab kits when the student takes an on-line lab course.
31. When Stark State is the host institution, the District will be responsible for the cost of replacing items from the lab kits that are not returned to the IHE in good condition, normal wear and tear expected. They are considered no different than a damaged or missing textbook.

32. The District will pay the IHE for course fees, service fees, and charges that are required for the student to participate in their course or field of study. These include individual course charges and fees to cover the cost of consumables in courses, such as welding kits, culinary supplies, digital photography supplies and equipment, medical assisting health screenings, health records management, background checks, uniforms, items specified for EMS and Fire programs, charges for assessments tied to credentials, supplies or equipment required for a course, and other charges and fees.
33. Self-Pay (Option A) students will pay the current IHE tuition rate in accordance with state rules, regardless of a signed MOU.
34. Tuition for students who withdraw from College Credit Plus courses will be in accordance with applicable rules. District will have College Credit Plus tuition deducted from their foundation funds, as applicable, based on this agreement and College Credit Plus rules and timeline.
35. The IHE will retain all State Share of Instruction (SSI) funds for students completing all CCP courses.
36. In accordance with HB 33, the district will be charged tuition rates as follow:
 - A. \$41.64/semester credit hour (State of Ohio floor amount) for classes taken at a location operated by the District and taught by an IHE faculty member who is also a faculty member of the District.
 - B. \$76.64/semester credit hour for classes taken online taught fully by IHE faculty member.
 - C. \$82.00/semester credit hour for classes taken at a location operated by the District and taught by an IHE faculty member who is not also a faculty member of the District, or classes that are delivered partially online and partially at a physical location where the class is taught by an IHE faculty member.
 - D. \$133.00/semester credit hour for classes taken at a location operated by the IHE
37. For courses taught by an IHE faculty member who is not a faculty member of the District, the College reserves the right to cancel the class if a minimum number of students are not enrolled. This will vary depending on the number of credit hours in the course and contact load hours for the faculty member.

This agreement supersedes all previous agreements.

Term of Agreement

The term of this agreement shall be for the 2025-2026 academic year, including the Summer session in 2025-2026. This agreement cannot be used by either party to limit participation of a student enrolling in courses that are not part of this agreement.

The parties listed below are in agreement with the above-stated conditions.

IHE: Stark State College

Stark State College MOU 2025-2026

IHE President Para M. Jones, Ph.D. Date 2/4/2025

School District _____

Superintendent _____ Date _____

College Credit Plus Partnership

Memorandum of Understanding

Between

Cuyahoga Community College District and Twinsburg City School
District

This Memorandum of Understanding (“MOU”) is entered into as of February 1, 2025 between Cuyahoga Community College District (“College”) with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115 and Twinsburg City School District (“School District”) with an address at 11136 Ravenna Road, Twinsburg, Ohio 44087 (individually a “Party” and collectively, “the Parties”)

RECITALS

WHEREAS, Ohio House Bill 487, which includes the College Credit Plus program (“Program”), was signed into law by Governor John Kasich on June 16, 2014; and,

WHEREAS, the College Credit Plus program governs arrangements in which a secondary grade student enrolls in a college and, upon successful completion of coursework taken under the Program, receives transcribed credit from the College and the high school; and,

WHEREAS, commencing at the start of the 2025-2026 school year, the College and School District desire to provide eligible secondary grade students with the opportunity to take college courses for high school and college credit; and,

WHEREAS, the College and School District agree to adhere to the applicable responsibilities and expectations included in Ohio Revised Code section 3365,

Now, therefore the Parties agree as follows simultaneously:

A. Student Eligibility:

1. All College ready students, grades 7 – 12, who qualify for College admission may participate.
2. Students, or their parents, must inform the School District, via the student’s principal or equivalent, by the first day of April of the student’s intent to participate in the Program the following year.
3. The student must:
 - a. Apply to the College in accordance with the College’s established procedure for admission.
 - b. Meet the College’s established standards for admission and for course placement.

B. The School District will:

1. Provide students enrolled in grades six through eleven with information about the Program prior to the first day of March each year.
2. Provide Counseling to students and their parents before the student participates in the

Program to ensure the students and parents are aware of possible consequences and benefits of the Program. Counseling shall include, but not be limited to:

- a. Program eligibility;
 - b. Academic credits;
 - c. Any necessary financial arrangements;
 - d. Transportation;
 - e. Support services;
 - f. Scheduling;
 - g. Student and parental responsibilities under the Program; and
 - h. Counseling services of the College.
3. Promote the Program on its website.
 4. Schedule an informational session each school year to allow College personnel to meet with interested students and parents.
 5. Implement a policy for awarding grades and calculating class standing for courses taken in the Program.
 6. Develop and publish model course pathways and include those pathways among the School District's official list of courses offered through the Program.
 7. Verify participants²³ are not taking more than thirty (30) college credit hours per academic year and not more than one hundred and twenty (120) college credits at the College during high school.
 8. Develop a process to identify students who are economically disadvantaged.
 9. Annually collect, report and track data related to the Program pursuant to Ohio Revised Code section 3365.15.

C. The College will:

1. Follow established standards and procedures for the admission of participants. Specifically, the College will:
 - a. Consider all available student data (e.g., grade point average, end of course examinations, etc.) to determine college readiness.
 - b. Give priority to its current enrolled individuals regarding enrollment in courses.

²³ Ohio Revised Code 3365.01(M) defines participant as, "any student enrolled in a college under the program established by this chapter." Therefore, any time the word participant is used in this MOU, it refers to a student who is enrolled at Cuyahoga Community College through the College Credit Plus program. The use of the word student refers to an individual who is not yet enrolled at Cuyahoga Community College.

However, once a participant has been accepted into a course at the College, the College shall not displace the participant for another currently enrolled individual.

- c. Adhere to all capacity limitations that the College has established for specific courses.
2. Notify participant, participant's parent, participant's secondary school and superintendent of School District, not later than fourteen calendar days prior to the first day of classes of the term of participant's admission to the College and to specific course(s) in the Program.
3. Provide, not later than twenty-one calendar days after the first day of classes for the new term, to each participant's secondary school, and superintendent of School District:
 - a. The courses and hours of enrollment of the participant;
 - b. The option of reimbursement elected by the participant pursuant to Ohio Revised Code 3365.07.
 - c. A roster of participants from the School District enrolled in the College and a list of courses for each participant.
4. Provide to each participant the courses and hours of enrollment of the participant.
5. Promote the Program on the College's website.
6. Coordinate with the School District to present at least one informational session on the Program per school year for interested students and parents.
7. Assign a counselor as an academic advisor who is employed by the College to each participant enrolled in the College. The College shall ensure that the participant and counselor meet at least once to discuss the Program prior to the date on which withdrawal from a course would negatively affect a participant's transcribed grade.
8. If the teachers who are teaching Program courses at the School District are employees of the School District, the College will:
 - a. Provide at least one, three-hour professional development session per school year;
 - b. Conduct at least one full-period classroom observation of each college credit plus course taught by each secondary teacher to ensure the course meets the quality of a College level course.
9. Annually collect, report and track data related to the Program pursuant to Ohio Revised Code section 3365.15.
10. Commit to making higher education accessible to all eligible students with disabilities. The Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA) mandate that colleges and post-secondary institutions ensure that qualified students with disabilities not be denied participation in, or the benefits of, post-secondary education. However, the Individuals with Disabilities Education Act (IDEA) as observed in a secondary school setting, is not applicable to institutions of higher education such as the College. The College recommends College Credit Plus students that may have a documented disability work directly with the Student Accessibility Services office directly to create a plan for accommodation.

11. Not change course content and/or expectations for students participating in the College Credit Plus program. Courses may require College Credit Plus program participants to work with individuals in a class as part of a team or project. Course work may also require meeting with classmates outside of the classroom or off campus. Course subject matter may include adult themes and content. Course content will not be modified to accommodate the age of College Credit Plus participants.

D. Financial Expectations.

1. The College will use a tiered model for Program costs modeled after Ohio Revised Code section 3365 prescribed minimums. The College will work with faculty to keep textbooks affordable and, when appropriate, open-source texts and recent editions will be suggested.
2. For courses offered at the College the Ohio department of education shall reimburse the College eighty dollars (\$80) per credit hour. The School District is responsible for the first fifty dollars (\$50) for each textbook. For purposes of this MOU, "textbook" is defined as any literature, reading material and/or publication that a professor, teacher, faculty member or instructor requires for a course. A "textbook" can be any media including but not limited to print, e-book, electronic book, rental book, hard copy printouts and electronic printouts, regardless of if the "textbooks" are purchased outright, financed, leased, rented or any other means of payment required by the College, publisher and/or book dealer.
 - a. Unused textbooks must be returned to the College Barnes & Noble Bookstore no longer than 7 weeks after the start of the full term and 5 weeks after the start of "O" session. If unused books are not received, the district will be charged for all books that were shipped.
3. For courses offered at the School District and taught by a College instructor, the Ohio department of education shall reimburse the College forty-one dollars and sixty-four cents (\$41.64) per credit hour. The School District is responsible for the first fifty dollars (\$50) for each textbook.
4. For courses offered at the School District and taught by appropriately qualified School District teachers, the Ohio Department of Education shall reimburse the College forty-one dollars and sixty-four cents (\$41.64) per credit hour. The School District is responsible for the first fifty dollars (\$50) for each textbook.
5. Participant shall not be charged for any tuition, textbooks, or other fees to participate in the Program unless the participant, pursuant to Ohio Revised Code section 3365.06(A), elects at the time of enrollment to be responsible for payment of all tuition and the cost of all textbooks, materials, and fees associated with the course.
6. Public, private, and homeschool participants that opt to self-pay are not eligible to receive the College's discounted textbook rate.

7. If the participant does not complete the College course or does not attain a passing final grade in the College course which the participant is enrolled under the College Credit Plus program, the superintendent or equivalent of the School District may seek reimbursement from the participant or the participant's parent(s) for the amount of state funds paid to the College on behalf of the participant for that College course. The School District may not seek reimbursement from participants it has identified as economically disadvantaged.
- E. Courses.** All courses offered by the College under the Program shall be the same courses that are included in the College's course catalogue for college-level, non-remedial courses and shall apply to at least one degree or professional certification at the College.
- F. Instructor Credentials.** Each instructor teaching a course under the Program shall meet the credential requirements set forth in guidelines and procedures established by the Higher Learning Commission. If the guidelines require School District teachers to take any additional graduate-level coursework in order to meet the credential requirements, that coursework shall be applicable to continuing education and professional development requirements for the renewal of the School District teacher's educator license.
- G. Miscellaneous.**
1. Severability. The provisions of this MOU are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
 2. Governing Law. This MOU and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio.
 3. Notices. All notices or other written communications required or permitted under this agreement will be effective when received in accordance with this sentence and must be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested to either party at its address set forth below (or to such other address as the Parties may substitute, by proving a written notice in the manner specified in this Section):

Notice to School District:

Twinsburg City School District
11136 Ravenna Road, Twinsburg, Ohio 44087
Attention: School Superintendent/Principal/Head of School

Notice to College:

Cuyahoga Community College
700 Carnegie Ave
Cleveland, Ohio 44115
Attention: Janice Taylor Heard,
PhD; Associate Vice President
College Credit Plus

With a copy to:

Cuyahoga Community College
Office of General Counsel
2500 East 22nd Street
Cleveland, Ohio 44115
Fax: (216) 987-4895

4. Liability. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officer, or directors, to the extent allowed by law.
5. Amendments. This MOU may be modified or amended only by writing signed by both Parties.
6. Force Majeure. Neither Party is responsible to the other for nonperformance or delay in performance of the terms and conditions of this MOU due to the acts of Government, nature, war, riots, and other causes beyond the reasonable control of the performing party.
7. Assignment. Neither party may assign its rights or delegate its duties under the MOU. Any attempted assignment or delegation in violation of this Section will be null and void.
8. No Third-Party Beneficiaries. This MOU is not a third-party beneficiary contract and confers no rights on any third party, including but not limited to students and/or employees of both Parties.
9. Independent Contractors. The Parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this MOU and neither party may make any commitment on behalf of the other or inference that such a relationship exist.

10. **Complete Agreement-Integration.** This MOU contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications, and promises of any kind, whether oral or written between the Parties with respect to the subject matter hereof and to any indication that such exists.
11. **Compliance with the Laws.** In performing their obligations under this MOU, the Parties will comply will all applicable state and federal laws and regulations including but not limited to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C.A. 1232g, and shall not be unlawfully discriminate against any employee or student of the District or the College on the basis of race, sex, religion, disability, age, national origin, color, ancestry, genetic information, military status, sexual orientation, gender identity and expression, pregnancy, and veteran status.
12. **Counterparts. Facsimile Signatures.** This MOU may be executed in multiple counterparts, all of which shall be originals, and which together shall constitute a single MOU between the Parties. For the purpose of interpretation, facsimile signatures shall be equivalent to original signatures.

The Parties listed below, have the full legal right and authority and approval required by law to execute, deliver, and perform this MOU and by their signatures are in agreement with the above stated conditions.

School District

Cuyahoga Community College District

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: Provost/ EVP, Access, Learning & Success

Date: _____

Date: _____



Book	Policy Manual	
Section	Vol. 43, No. 2	
Title	Vol. 43, No. 2	Revised SPECIAL EDUCATION
Code	po2460	
Status	From Neola	
Adopted	August 9, 1995	
Last Revised	February 15, 2017	

Revised Policy - Vol. 43, No. 2

2460 - SPECIAL EDUCATION

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

[DRAFTING NOTE: SELECT EITHER OPTION #1 OR OPTION #2]

[OPTION #1 (DRAFTING NOTE: Choose this Option if the Board District is adopting the Special Education Model Policies and Procedures.)]

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

[END OF OPTION #1]

[OPTION #2 (DRAFTING NOTE: Choose this Option if the Board District is writing its own Special Education Policies and Procedures.)]

In order to satisfy the requirements of the *Operating Standards for Ohio Educational Agencies Serving Children with Disabilities*, the Board developed the following policies and procedures regarding the education of children with disabilities:
 _____ **[reference all policies and procedures].**

The Board further adopts the following method as the one it will use to determine the existence of a specific learning disability: _____. The Superintendent is directed to develop written procedures for the implementation of this method.

[NOTE: END OF OPTION #2]

Copies of the Model Policies and Procedures () relevant policies and procedures **[END OF OPTIONS]** are available at the office of the Board of Education *Pupil Services Office.*

R.C. 3314.19, 3323.02, 3323.05, 3323.07, 3323.051, 3323.08

A.C. 3301-51-01 et seq., 3301-51-02(F)

A.C. Chapter 3301-51-02(AF), 3301-51-06

IDEA, 20 U.S.C. 1400 et seq., IDEIA, 20 U.S.C. 1400 et seq.

34 C.F.R. 300.201 ~~34 C.F.R. Part 300~~

© Neola ~~2025~~16

Legal

R.C. 3314.19, 3323.02, 3323.05, 3323.07, 3323.051, 3323.08

A.C. 3301-51-01 et seq., 3301-51-02(F)

A.C. Chapter 3301-51-02(AF), 3301-51-06

IDEA, 20 U.S.C. 1400 et seq.

34 C.F.R. 300.201



Book	Policy Manual
Section	2000 Program
Title	SPECIAL EDUCATION
Code	po2460
Status	Active
Adopted	August 9, 1995
Last Revised	February 15, 2017

CURRENT POLICY

2460 - SPECIAL EDUCATION

The Board of Education is committed to providing a free appropriate public education (FAPE) to children with disabilities identified in accordance with applicable State and Federal laws, rules, and regulations. This includes students who are confined to community corrections facilities or juvenile detention centers. The District shall provide students with disabilities the services to which they are entitled pursuant to their individualized education programs (IEPs) and in accordance with the Operating Standards for Ohio Educational Agencies Serving Children with Disabilities, including Child Find and Evaluation requirements. Students with disabilities who are in adult county jails shall continue to receive FAPE during incarceration subject to their continued eligibility for services and subject to exceptions related to security and safety.

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

Copies of Model Policies and Procedures are available at the Pupil Services office.

Revised 5/8/96
 Revised 8/16/00
 Revised 2/20/02
 Revised 2/17/10

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Legal R.C. 3323.05, 3323.051, 3323.08
 A.C. 3301-51-01 et seq., 3301-51-02(F)
 IDEIA, 20 U.S.C. 1400 et seq.
 34 C.F.R. Part 300



Book	Policy Manual
Section	Vol. 42, No. 2
Title	Vol. 42, No. 2, Revised STUDENT ASSESSMENT AND ACADEMIC INTERVENTION SERVICES
Code	po2623
Status	From Neola
Adopted	August 9, 1995
Last Revised	February 21, 2024

Revised Policy - Vol. 42, No. 2

2623 - STUDENT ASSESSMENT AND ACADEMIC INTERVENTION SERVICES

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

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

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

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

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

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

The Superintendent shall develop a program of testing that includes:

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

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

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

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

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

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

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

The Superintendent shall develop:

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

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

The Board shall require that:

- A. ~~by June 30 each year, parents are provided with the score of any State-mandated assessment or test administered to their student;~~
~~Results will be sent via mail or email or, alternatively, will be posted to a secure portal that families can access on the District's or school's website. R.C. 3313.6029~~
- B. (X) parents be informed of the testing program of the schools and of the special tests that are to be administered to their children;

- C. ~~(C)~~ data regarding individual test scores be entered on the student's cumulative record, where it will be subject to the Board's student records policy;
- D. ~~(D)~~ the aggregate results of each school-wide, program-wide, and District-wide test be made part of the public record.

Summer remediation services shall meet the following conditions:

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

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

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

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

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

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

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

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

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

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

- A. the required assessments in the same manner as other students;

B. the required assessments with accommodations appropriate for the student's his/her disability; or

C. an alternate assessment that has been approved by the State Department of Education.

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

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

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

[DRAFTING NOTE: SELECT FROM FOLLOWING OPTIONS]{SELECT}:

[OPTION #1]

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

[END OF OPTION #1]

[OPTION #2]

The Board has held a hearing and adopted a resolution authorizing the District to exceed state diagnostic and practice testing time limits, and state assessment and District-wide subject and grade level testing time limits on the percentage of the school year that may be spent during the school year to prepare for and take those assessments.

[END OF OPTION #2]

This policy shall be reviewed and updated annually.

See Policy 2623.02 — Third Grade Reading Guarantee

**[Cross References
po2623.02]**

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

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Legal	A.C. 3301-13, 3301-35 R.C. 3301.079, .0710, .0711, .0712, .0714, .0715, .0729 R.C. 3313.608, 3313.608(D), 3313.6012, 3313.6029
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Cross References	po2623.02 - THIRD GRADE READING GUARANTEE
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CURRENT POLICY

Book	Policy Manual
Section	2000 Program
Title	STUDENT ASSESSMENT AND ACADEMIC INTERVENTION SERVICES
Code	po2623
Status	Active
Adopted	August 9, 1995
Last Revised	February 21, 2024
Prior Revised Dates	5/8/1996, 7/9/1997, 5/20/1998, 12/5/2007, 1/7/2009, 2/6/2013, 9/6/2017

2623 - STUDENT ASSESSMENT AND ACADEMIC INTERVENTION SERVICES

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

The Board shall administer the State-mandated tests (e.g., diagnostic assessments and achievement tests) to students at the times designated by the State Board of Education. The Board may, for medical reasons or other good cause, excuse a student from taking a State-mandated test on the date scheduled. The District will follow the State test windows and EMIS reporting periods.

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

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

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

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

The Superintendent shall develop a program of testing that includes:

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

E. norm-referenced achievement tests.

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

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

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

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

"Statewide tests" means "any assessment that is provided by the Ohio Department of Education (ODE) for use in all participating schools in the State."

The Superintendent shall develop:

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

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

The Board shall require that:

- A. parents be informed of the testing program of the schools and of the special tests that are to be administered to their children;
- B. data regarding individual test scores be entered on the student's cumulative record, where it will be subject to the Board's student records policy;
- C. the aggregate results of each school-wide, program-wide, and District-wide test be made part of the public record.

Summer remediation services shall meet the following conditions:

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

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

- A. a unique State student identification code or a student data verification code as required in accordance with R.C. 3301.0714(D)(2)
- B. a list or designation of which tests are required and which tests are not required
- C. a list or designation of which tests, required or not required, are taken and which are not taken at each test administration period
- D. score for each test taken, required or not

F. what if any tests must still be taken

G. whether or not intervention must be provided

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

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

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

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

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

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

A. the required assessments in the same manner as other students;

B. the required assessments with accommodations appropriate for his/her disability; or

C. an alternate assessment that has been approved by the State Department of Education.

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

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

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

This policy shall be reviewed and updated annually.

See Policy 2623.02 - Third Grade Reading Guarantee

Revised 5/8/96

Revised 7/9/97

Revised 5/20/98

Revised 12/5/07

Revised 1/7/09

Revised 2/6/13

Revised 9/6/17

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Legal R.C. 3301.079, 0710, .0711, .0714, .0715, .0729, 3313.608, 3313.608(D), 3313.6012

A.C. 3301-13, 3301-35



Book	Policy Manual	
Section	Vol. 42, No. 2	
Title	Vol. 42, No. 2	Revised THIRD GRADE READING GUARANTEE
Code	po2623.02	
Status	From Neola	
Adopted	February 6, 2013	
Last Revised	January 22, 2014	

Revised Policy - Vol. 42, No. 2

2623.02 - THIRD GRADE READING GUARANTEE

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

In accordance with State law, the Superintendent shall develop a program for the annual assessment of the reading skills of each student at the end of first, second, and third grade and identify those students who are reading below their grade level. Each student's classroom teacher shall be involved in the assessment and identification of those students who are reading below grade level. ~~The assessment may be administered electronically using live, two-way video and audio connections whereby the teacher administering the assessment may be in a separate location from the student.~~

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

Definitions

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

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

Assessment of Reading Skills Program

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

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

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

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

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

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

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

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

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

Reading Improvement and Monitoring Plan (RIMP)

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

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

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

Reporting Requirements

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

Promotion/Retention

No student shall be promoted to the fourth grade who does not attain at least the equivalent level of achievement designated by R.C. 3301.0710(A)(3) on the assessment prescribed to measure skill in English language arts (ELA) expected at the end of third grade unless the student is excused from taking the assessment pursuant to R.C. 3301.0711(C), or one (1) of the following applies:

- A. the student is an English Learner who has been enrolled in United States schools for less than three (3) full school years and has had less than three (3) years of instruction in English as a second language program; or
- B. the student is a child with a disability entitled to special education and related services under R.C. Chapter 3323 and the student's individualized education program (IEP) exempts the student from retention under State law; or

C. the student demonstrates an acceptable level of performance on an alternative standardized reading assessment as determined by the Ohio Department of Education and Workforce (DEW); or

D. all of the following apply:

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

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

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

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

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

Intensive Remediation Services

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

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

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

Interventions for students who have been retained may include:

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

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

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

This policy shall be reviewed and updated periodically as necessary.

A.C. 3301-13, 3301-35

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

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

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A.C. 3301-13, 3301-35

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

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



Book	Policy Manual
Section	2000 Program
Title	THIRD GRADE READING GUARANTEE
Code	po2623.02
Status	Active
Adopted	February 6, 2013
Last Revised	June 5, 2024
Prior Revised Dates	1/22/2014

2623.02 - **THIRD GRADE READING GUARANTEE**

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

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

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

Definitions

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

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

Assessment of Reading Skills Program

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

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

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

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

B. Diagnostic assessment results shall be translated to DEW's definitions of "on track" and "not on track". The District shall make the final determination regarding whether a student is "on track" or "not on track".

C. If the diagnostic assessment shows that a student is "not on track" to be reading at grade level by the end of the year, the parent will be notified, in writing, of the following:

1. that the school has identified the student as having a substantial deficiency in reading
2. a description of current services provided to the student
3. a description of proposed supplemental instructional services and supports that will be provided to the student that are designed to remediate the identified areas of reading deficiency
4. that the statutorily prescribed assessment is not the sole determinant of promotion and that additional evaluations and assessments are available to the student to assist parents and the District in knowing when a student is reading at or above grade level and ready for promotion
5. that the student will be retained in the third grade if the student does not attain a score in the statutorily prescribed level on the third grade English Language Arts assessment unless the student is exempt as delineated below, and
6. a statement that connects the child's proficiency level in reading to long-term outcomes of success related to proficiency in reading

D. For each student identified to be "not on track", the District shall:

1. provide intensive reading instruction services and regular diagnostic assessments immediately following the identification of a reading deficiency until the development of a reading improvement and monitoring plan;

The intervention services shall be aligned with the science of reading as defined under State law and include research-based reading strategies that have been shown to be successful in improving reading among low-performing readers and instruction targeted to the student's identified reading deficiencies.

2. develop a reading improvement and monitoring plan (RIMP) within sixty (60) days of learning of the reading deficiency, which will be provided until the student achieves the required level of skill in reading for the child's current grade level;

The District shall involve the student's parent/guardian and classroom teacher in developing the plan.

3. for third grade only, assign a teacher who has at least one (1) year of teaching experience and satisfies one (1) or more of the following criteria:

- a. holds a reading endorsement and has attained a passing score on the corresponding assessment, as applicable
- b. has obtained a master's degree with a major in reading
- c. was rated "most effective" for reading instruction consecutively for the most recent two (2) years based on assessments of student growth measures developed by a vendor and that is on the list of DEW-approved student assessments
- d. was rated "above expected value added" in reading instruction, as determined by criteria established by the DEW, for the most recent consecutive two (2) years
- e. has earned a passing score on a DEW-approved rigorous test of principles of scientifically research-based reading instruction
- f. holds an educator license for teaching grades pre-kindergarten through three (3) or four (4) through nine (9) issued on or after July 1, 2017

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

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

Reading Improvement and Monitoring Plan (RIMP)

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

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

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

Reporting Requirements

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

Promotion/Retention

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

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

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

E. the student received intensive remediation for reading for two (2) school years but still demonstrates a deficiency in reading and was previously retained in any of grades kindergarten to three (3). Any such student shall continue to receive intensive reading instruction in grade four (4). The instruction shall include an altered instructional day that includes specialized diagnostic information and specific research-based reading strategies that have been successful in improving reading among low-performing readers; or

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

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

Intensive Remediation Services

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

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

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

Interventions for students who have been retained may include:

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

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

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

This policy shall be reviewed and updated periodically as necessary.

Revised 1/22/14

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A.C. 3301-13, 3301-35

R.C. 3301.079, 0710, .0711, .0714, .0715, 3313.608, 3313.608(D), 3313.6012,
3313.6028



Book	Policy Manual
Section	Vol. 42, No. 2
Title	Vol. 42, No. 2 Revised EMPLOYMENT OF SUBSTITUTES
Code	po3120.04
Status	From Neola
Adopted	August 9, 1995
Last Revised	September 2, 2020

Revised Policy - Vol. 42, No. 2

3120.04 - EMPLOYMENT OF SUBSTITUTES

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

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

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

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

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

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

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

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

R.C. ~~3307.381(A)~~, 3317.13, 3319.10, 3319.36, 3319.39, 3319.101, ~~3319.0812~~

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



Book	Policy Manual
Section	3000 Professional Staff
Title	EMPLOYMENT OF SUBSTITUTES
Code	po3120.04
Status	Active
Adopted	August 9, 1995
Last Revised	September 2, 2020
Prior Revised Dates	7/9/1997, 2/21/2007, 1/7/2009

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

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Revised 7/9/97
Revised 2/21/07
Revised 1/7/09

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



Book	Policy Manual	
Section	Vol. 42, No. 2	
Title	Vol. 42, No. 2	Revised TERMINATION AND RESIGNATION
Code	po3140	
Status	From Neola	
Adopted	August 9, 1995	
Last Revised	February 5, 2020	

Revised Policy - Vol. 42, No. 2

3140 - TERMINATION AND RESIGNATION

Termination

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

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

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

Resignation

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

A resignation, once accepted by the Board, may not then be rescinded. **[END OF OPTION]**

Reporting Professional Misconduct

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

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

A.C. 3301-73-21

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

~~R.C. 3319.39~~

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A.C. 3301-73-21

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



CURRENT POLICY

Book	Policy Manual
Section	3000 Professional Staff
Title	TERMINATION AND RESIGNATION
Code	po3140
Status	Active
Adopted	August 9, 1995
Last Revised	February 5, 2020

3140 - **TERMINATION AND RESIGNATION**

Termination

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

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Revised 12/5/07

Revised 1/7/09

Revised 2/17/10

Legal

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

R.C. 3319.39

A.C. 3301-73-21



Book	Policy Manual	
Section	Vol. 42, No. 2	
Title	Vol. 42, No. 2	Revised EMPLOYMENT CONTRACT
Code	po4124	
Status	From Neola	
Adopted	August 9, 1995	
Last Revised	September 2, 2020	

Revised Policy - Vol. 42, No. 2

4124 - EMPLOYMENT CONTRACT

[] [CITY OPTION] (City)

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

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

Unclassified civil servants are "at will" employees.

DRAFTING NOTE Drafting Note: If not already clearly established, to determine the number of days between sixty (60) and one (1) year for your District's probationary period, you will need to contact your municipal civil service commission. If you have opted out of civil service and/or there is no active civil service in your jurisdiction, the Board may choose to set that number within those parameters. Nothing precludes a board from setting the number of days for these employees in concert with the terms set forth in a collective bargaining agreement with a union; however, the parameters remain between sixty (60) days and one (1) year.]

[END OF CITY OPTION]

[] [LOCAL OPTION] (Local)

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

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

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

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

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

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

[DRAFTING NOTE Drafting Note: Most collective bargaining agreements with non-teaching unions are silent on the issue of contract sequence and renewal/nonrenewal. If so, this policy provides local districts with concise language that parallels the law. However, if your agreement spells out a different sequence (for example, a probationary period followed by continuing contract status) then an additional sentence should be added:]

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

[END OF LOCAL OPTION]

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R.C. 3319.081, 3319.082, 3319.083



CURRENT POLICY

Book	Policy Manual
Section	4000 Classified Staff
Title	EMPLOYMENT CONTRACT
Code	po4124
Status	Active
Adopted	August 9, 1995
Last Revised	September 2, 2020

4124 - **EMPLOYMENT CONTRACT**

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

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

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

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

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Legal R.C. 3319.081, 3319.082, 3319.083



Book	Policy Manual
Section	Vol. 42, No. 2
Title	Vol. 42, No. 2 Revised TERMINATION AND RESIGNATION
Code	po4140
Status	From Neola
Adopted	August 9, 1995
Last Revised	February 5, 2020

Revised Policy - Vol. 42, No. 2

4140 - **TERMINATION AND RESIGNATION**

The employment of a classified staff member may, upon a majority vote of the Board of Education, be suspended and/or terminated for violation of Board policies and in accordance with the criteria and procedures set forth in the () Civil Service rules, (X) Ohio Revised Code, (X) applicable terms of any collectively-bargained agreement, **[END OF OPTIONS]** as appropriate.

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

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

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

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

~~[X]~~ A resignation, once accepted by the Board, may not then be rescinded.

Reporting Professional Misconduct

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

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A.C. 3301-73-21

R.C. 3319.31, 3319.39, 3319.081, 3319.313



CURRENT POLICY

Book	Policy Manual
Section	4000 Classified Staff
Title	TERMINATION AND RESIGNATION
Code	po4140
Status	Active
Adopted	August 9, 1995
Last Revised	February 5, 2020

4140 - **TERMINATION AND RESIGNATION**

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

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

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

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

Reporting Professional Misconduct

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

Revised 12/5/07
Revised 1/7/09

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



Book Policy Manual
 Section Vol. 42, No. 2
 Title Vol. 42, No. 2 Revised HEALTH SERVICES
 Code po5310
 Status From Neola
 Adopted August 9, 1995
 Last Revised February 21, 2024

Revised Policy - Vol. 42, No. 2

5310 - HEALTH SERVICES

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

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

The District may provide or request parents to provide:

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

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

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

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

Concussion

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

- A. The student's condition is assessed by (1) a physician; (2) a licensed healthcare professional authorized by the Board, in accordance with requirements set forth in R.C. 3313.539(E)(2), to assess such a student; or (3) a licensed health care professional, each of whom must meet the minimum education requirements established by rules adopted under R.C. 3707.521 by the professional's licensing agency.
- B. The student receives written clearance that it is safe to return to physical education class, athletic practice, or competition from the physician or the licensed healthcare professional who assessed the student's condition.

Provision of Feminine Hygiene Products

[OPTION #1]

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

[END OF OPTION #1]

[OPTION #2]

[DRAFTING NOTE: The District is required to provide free feminine hygiene products to students in grades six (6) through twelve (12). The District may choose to provide free feminine hygiene products to students below grade six (6).]

The District shall provide access to free feminine hygiene products in all school buildings.

[END OF OPTION #2]

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

Each school The District [END OF OPTION] shall determine where feminine hygiene products are to be kept.

A.C. 3301-35-03(D)
R.C. 2305.231, 3707.521, 3313.50, 3313.68 et seq., 3313.539, 3313.6413
20 U.S.C. 1232(h)

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Legal	A.C. 3301-35-03(D)
	R.C. 2305.231, 3707.521, 3313.50, 3313.68 et seq., 3313.539, 3313.6413
	20 U.S.C. 1232(h)



CURRENT POLICY

Book	Policy Manual
Section	5000 Students
Title	HEALTH SERVICES
Code	po5310
Status	Active
Adopted	August 9, 1995
Last Revised	February 21, 2024
Prior Revised Dates	7/20/2014

5310 - **HEALTH SERVICES**

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

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

The District may provide or request parents to provide:

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

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

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

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

Revised 7/20/14

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

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

20 U.S.C. 1232(h)



Book	Policy Manual
Section	5000 Students
Title	TOBACCO USE PREVENTION
Code	po5512
Status	Active
Adopted	March 20, 2002
Last Revised	February 21, 2024
Prior Revised Dates	9/28/2005, 4/21/2011, 9/6/2017

Current

5512 - TOBACCO USE PREVENTION

The Board of Education is committed to providing students, staff, and visitors with an indoor tobacco, nicotine, vapor/aerosol, and smoke-free environment. The negative health effects of tobacco use for both the users and nonusers, including the effects of secondhand smoke and vapor/aerosol exposure, are well established. Further, providing a non-smoking and tobacco-free environment is consistent with the responsibilities of teachers and staff to be positive role models for our students.

For purposes of this policy, "use of tobacco" means to chew or maintain any substance containing tobacco, including smokeless tobacco, in the mouth to derive the effects of tobacco, as well as all uses of tobacco or tobacco substitutes, including cigarettes, cigars, pipe tobacco, chewing tobacco, snuff, or any other matter or substances that contain tobacco or nicotine (including synthetic nicotine), in addition to papers used to roll cigarettes, and/or the smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes, or other smoking devices for burning tobacco or any other substance.

The term "tobacco" includes any product containing, made of, or derived from tobacco or nicotine (including synthetic nicotine) that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus; any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; an e-cigarette (including, but not limited to, "JUUL", "NJOY," "BREEZE," "Puff Bar," etc.), e-cigar, e-pipe, vape pen, or e-hookah; but does not include any cessation product approved by the United States Food and Drug Administration for use as a medical treatment to reduce or eliminate nicotine or tobacco dependence.

The Board prohibits the possession, consumption, purchase or attempt to purchase, and/or use of tobacco or tobacco substitute products by students at all times (twenty-four (24) hours a day, seven (7) days a week) on Board premises, in Board-owned vehicles, within any indoor facility owned, leased, or contracted for by the Board and/or used to provide education or library services to children, and at all Board-sponsored events.

This prohibition extends to any Board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles. Such prohibition also applies to school grounds, athletic facilities, and any school-related event, on or off Board premises.

Advertising/Promotion

In accordance with Policy 9700.01, tobacco advertising is prohibited on school grounds, in all school-sponsored publications, and at all school-sponsored events.

Notification

Signage will be posted throughout the District as required by R.C. 3794.06 and as specified by the Ohio Department of Health. Students will be provided notice of this policy through student handbooks.

Educational Programming

Tobacco-use prevention education shall be coordinated with the other components of the school health program and shall be evidence-based, age-appropriate, and culturally responsive. Staff responsible for teaching tobacco-use prevention education shall have adequate pre-service training and participate in ongoing professional development activities to effectively deliver education programming. Preparation and professional development activities shall provide basic knowledge about the effects of tobacco use and effects of peer pressure on tobacco use combined with effective instructional techniques and strategies and program-specific activities. Education will include instruction on the

harmful effects of and legal restrictions against tobacco, nicotine, and electronic smoking devices, as part of the health education curriculum, including My Life My Quit Youth Cessation Program. Implementation may be aligned with Positive Behavioral Intervention Supports (PBIS) and incorporated with ongoing educational reinforcement as part of Tier 1 (and of subsequent tiers) PBIS strategies, as appropriate.

Enforcement

Students who violate this policy shall be subject to disciplinary action in accordance with the Student Code of Conduct/Student Discipline Code and in accordance with policies of the Board.

Revised 9/28/05
Revised 4/21/11
Revised 9/6/17

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Legal

R.C. 2151.87, 3313.20, 3313.47, 3313.60(A)(5), 3313.66, 3313.751
20 U.S.C. 6081 et seq., 20 U.S.C. 7182

The Superintendent shall establish guidelines for dealing with students suspected of illegal use of tobacco or suspected of possessing or distributing tobacco or tobacco products in school and ensure that the District's policy and administrative guidelines on Search and Seizure Policy 5771 and AG 5771, Suspension and Expulsion Policy 5610 and AG 5610, and Permanent Exclusion Policy 5610.01 and AG 5610.01 are complied fully.



Book Policy Manual
 Section 5000 Students
 Title SEARCH AND SEIZURE
 Code po5771
 Status Active
 Adopted August 9, 1995
 Last Revised May 20, 1998

current

5771 - SEARCH AND SEIZURE

The Board of Education recognizes that the privacy of students or their belongings may not be violated by unreasonable search and seizure and directs that no student be searched without reasonable suspicion or in an unreasonable manner.

The Board acknowledges the need for in-school storage of student possessions and shall provide storage places, including desks and lockers, for that purpose. Such spaces remain the property of the Board. Where locks are provided for such places, students may lock them against incursion by other students, but in no such places shall students have such an expectation of privacy as to prevent examination by a school official. The Board directs the school principals to conduct a routine inspection at least annually of all such storage places.

School authorities are charged with the responsibility of safeguarding the safety and well-being of the students in their care. In the discharge of that responsibility, school authorities may search the person or property, including vehicles, of a student, with or without the student's consent, whenever they reasonably suspect that the search is required to discover evidence of a violation of law or of school rules. The extent of the search will be governed by the seriousness of the alleged infraction and the student's age.

This authorization to search shall also apply to all situations in which the student is under the jurisdiction of the Board.

Administrators are authorized to arrange for the use of a breath-test instrument for the purpose of determining if a student has consumed an alcoholic beverage. It is not necessary for the test to determine blood-alcohol level, since the Board has established a zero tolerance for alcohol use.

* Insert Baseline Neurological Assessment (BNA) info. here →
 Search of a student's person or intimate personal belongings shall be conducted by a person of the student's gender, in the presence of another staff member of the same gender, and only in exceptional circumstances when the health or safety of the student or of others is immediately threatened.

The Board also authorizes the use of canines, trained in detecting the presence of drugs, when the Superintendent has reasonable suspicion that illegal drugs may be present in a school. This means of detection shall be used only to determine the presence of drugs in locker areas and other places on school property where such substances could be concealed. Canine detection must be conducted in collaboration with law enforcement authorities or with organizations certified in canine detection and is not to be used to search individual students unless a warrant has been obtained prior to the search.

Except as provided below, a request for the search of a student or a student's possessions will be directed to the principal who shall seek the freely offered consent of the student to the inspection. Whenever possible, a search will be conducted by the principal in the presence of the student and a staff member other than the principal. A search prompted by the reasonable belief that health and safety are immediately threatened will be conducted with as much speed and dispatch as may be required to protect persons and property.

The principal shall be responsible for the prompt recording in writing of each student search, including the reasons for the search; information received that established the need for the search and the name of informant, if any; the persons present when the search was conducted; any substances or objects found; and the disposition made of them. The principal shall be responsible for the custody, control, and disposition of any illegal or dangerous substance or object taken from a student.

The Superintendent shall prepare administrative guidelines to implement this policy.

Revised 5/8/96

Legal

(R.N.
or
L.P.N.)

Baseline Neurological Assessment

1. A school nurse may conduct a (BNA) on a student under the following circumstances:
 - a. When a student is suspected of impairment due to substance use, including but not limited to alcohol, narcotics, or other controlled substances.
 - b. When a school-installed vape detector is triggered, indicating potential inhalation of a prohibited substance.
 - c. Upon request by school administration, ~~security personnel, or a staff member trained in student health and wellness.~~
2. The BNA shall be conducted in a confidential setting, ensuring the student's privacy and dignity.
3. The BNA shall include, but not be limited to:
 - a. Pupil response and reactivity
 - b. Balance and coordination assessment
 - c. Speech and cognitive function evaluation
 - d. Any other necessary neurological assessments deemed appropriate by the school nurse

Parental Notification

1. The student's parent/guardian shall be notified as soon as possible following the administration of the BNA.
2. If the BNA results indicate a potential medical emergency, emergency medical services (EMS) shall be contacted immediately.
3. Parents/guardians shall receive written documentation of the assessment findings and any recommended follow-up actions.



Book	Policy Manual	
Section	Vol. 42, No. 2	
Title	Vol. 42, No. 2	Revised TRANSPORTATION
Code	po8600	
Status	From Neola	
Adopted	August 9, 1995	
Last Revised	March 15, 2023	

Revised Policy - Vol. 42, No. 2

8600 - TRANSPORTATION

~~The~~It is the policy of the Board of Education ~~will~~to 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 ~~(s)~~ and vehicles other than school buses **[END OF OPTION]** shall be purchased, housed, and maintained by the Board for the transportation of resident students between their home areas and the schools of the District to which they are assigned or to their nonpublic or community schools. The Superintendent may substitute smaller buses for reasons of economy or efficiency of operation.

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

- ~~A. Kindergarten at Noon = _____ mile(s)~~
- ~~B. Kindergarten in Morning, or afternoon = _____ mile(s)~~
- ~~C. Grades one (1) through six (6) = _____ mile(s)~~
- ~~D. Grades seven (7) through ~~eight (8)~~twelve (12) = _____ mile(s)~~
- ~~E. Grades nine (9) through twelve (12) = _____ mile(s)~~

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

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

Transportation to and from school shall be provided for each student residing in the District and attending a State-chartered nonpublic school on the same basis as established for resident students as set forth above, subject to the following limitation. Transportation will only be provided if it requires thirty (30) minutes or less of direct travel by a school bus during normal travel times as measured from the school building to which the student would be assigned in the District.

Transportation shall be provided each day in which the nonpublic school is open with students in attendance (excluding Saturdays and Sundays except by agreement between the entities entered into by July 1st in any year). Chartered nonpublic school students who are transported by the Board may be assigned to ride on buses upon which resident students are also assigned. Notwithstanding the above, the District will provide transportation as a related service to students with disabilities who live in the District and attend a nonpublic school if the School District is provided with supporting documentation from the child's individualized education program ("IEP") or an individual service plan ("ISP") developed by the county board of developmental disabilities pursuant to R.C. 5126.41 for county residents who receive supported living services.

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

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

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

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

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

Likewise, the Board is not required to provide transportation for any native student enrolled in an approved community school if the governing authority of the community school submits a written notification to the Board, by a date prescribed by the DEW Department of Education, stating that the governing authority will accept responsibility for providing or arranging for the transportation of the District's native students to and from the community school. The governing

authority's unilateral acceptance of the responsibility to provide transportation must cover the entire school year and shall remain in effect for subsequent school years unless the governing authority submits written notification to the Board relinquishing the transportation responsibility. However, the governing authority cannot relinquish the transportation responsibility before the end of the school year and shall submit such notice by a date prescribed by the ~~DEW Department of Education~~ in order to allow the District a reasonable period of time to prepare for the transportation of its native students enrolled in the community school. If the governing authority unilaterally accepts the transportation responsibility, the ~~DEW Department of Education~~ shall make payments to the community school for each student actually transported calculated in accordance with existing State law governing the calculation of transportation payments to the District from the State and any rules implemented by the ~~DEW Department of Education~~ and that otherwise would be paid to the District.

~~D~~ 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.

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

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

The Board authorizes the installation and use of video recording devices in ~~the school buses~~ ~~and vehicles other than school buses~~ **[END OF OPTION]** to assist the drivers in providing for the safety and well-being of the students while on ~~the vehicle~~ ~~a bus~~.

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

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

[DRAFTING NOTE: School bus drivers meet the qualifications to drive vehicles other than school buses. Districts may require that the driver complete other training modules, such as school van driver training. An individual does not need a CDL to drive vehicles other than school buses.]

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

Transporting Homeless Students

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

Travel Times for the Transportation of Children with Disabilities

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

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

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., ~~4511.01 (F)~~

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

42 U.S.C. 11431 et seq.

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

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

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

42 U.S.C. 11431 et seq.



CURRENT POLICY

Book	Policy Manual
Section	8000 Operations
Title	TRANSPORTATION
Code	po8600
Status	Active
Adopted	August 9, 1995
Last Revised	June 5, 2024
Prior Revised Dates	5/15/2002, 12/5/2007, 3/15/2023

8600 - **TRANSPORTATION**

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

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

Transportation to and from school shall be provided for each student residing in the District and attending a State-chartered nonpublic school on the same basis as established for resident students as set forth above, subject to the following limitation. Transportation will only be provided if it requires thirty (30) minutes or less of direct travel by a school bus during normal travel times as measured from the school building to which the student would be assigned in the District. Transportation shall be provided each day in which the nonpublic school is open with students in attendance (excluding Saturdays and Sundays except by agreement between the entities entered into by July 1st in any year). Chartered nonpublic school students who are transported by the Board may be assigned to ride on buses upon which resident students are also assigned. Notwithstanding the above, the District will provide transportation as a related service to students with disabilities who live in the District and attend a nonpublic school if the School District is provided with supporting documentation from the child's individualized education program ("IEP") or an individual service plan ("ISP") developed by the county board of developmental disabilities pursuant to RC 5126.41 for county residents who receive supported living services.

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

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

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

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

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

Likewise, the Board is not required to provide transportation for any native student enrolled in an approved community school if the governing authority of the community school submits a written notification to the Board, by a date prescribed by the Department of Education, stating that the governing authority will accept responsibility for providing or arranging for the transportation of the District's native students to and from the community school. The governing authority's unilateral acceptance of the responsibility to provide transportation must cover the entire school year and shall remain in effect for subsequent school years unless the governing authority submits written notification to the Board relinquishing the transportation responsibility. However, the governing authority cannot relinquish the transportation responsibility before the end of the school year and shall submit such notice by a date prescribed by the Department of Education in order to allow the District a reasonable period of time to prepare for the transportation of its native students enrolled in the community school. If the governing authority unilaterally accepts the transportation responsibility, the Department of Education shall make payments to the community school for each student actually transported calculated in accordance with existing State law governing the calculation of transportation payments to the District from the State and any rules implemented by the State Board of Education and that otherwise would be paid to the District.

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

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

Bus routes shall be established so that an authorized bus stop is available within reasonable walking distance of the home of every transported resident student, but not more than one-half (1/2) mile for students in grades PK through eight (8). The Board shall approve the bus routes and time schedule annually no more than ten (10) days after the start of the school

year. The Superintendent is authorized to make any necessary changes in the approved route and shall inform the Board at the next regular meeting. Students receiving transportation will be delivered to school no sooner than thirty (30) minutes before the start of school and will be picked up no later than thirty (30) minutes after dismissal.

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

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

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

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

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

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

Revised 5/15/02

Revised 12/5/07

Revised 3/15/23

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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., 4511.01 (F)

R.C. 4511.75 et seq.

42 U.S.C. 11431 et seq.



Book	Policy Manual	
Section	Vol. 42, No. 2	
Title	Vol. 42, No. 2	Revised BUS DRIVER CERTIFICATION
Code	po8600.04	
Status	From Neola	
Adopted	August 9, 1995	
Last Revised	January 23, 2019	

Revised Policy - Vol. 42, No. 2

8600.04 - BUS DRIVER CERTIFICATION

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

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

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

5. violation of R.C. 4506.03 (i.e., commercial driver's license or temporary instruction requirements) or a substantially similar municipal ordinance or county or township resolution, or of any similar law of another state or political subdivision of another state, that involves the operation of a commercial motor vehicle without a valid commercial driver's license being in the person's possession;
 6. violation of R.C. 4511.33 (i.e., driving in marked lanes) or R.C. 4511.34 (i.e., space between moving vehicles) or any municipal ordinance or county or township resolution substantially similar to either of those sections, or any substantially similar law of another state or political subdivision of another state;
 7. violation while operating a commercial motor vehicle of a law of the state, any municipal ordinance, any county or township resolution, or any substantially similar law of another state or political subdivision of another state, which prohibits texting while driving or using a handheld mobile device (except when a person is texting or using a mobile device to contact law enforcement or other emergency services);
 8. violation of any other law of this State or ordinance or resolution relating to traffic control, other than a parking violation, that is determined to be a serious traffic violation by the United States Secretary of Transportation and the Director designates such by rule; and
- D. no railroad crossing violations during the last twelve (12) months (as evidenced by a conviction, video, or report by a railroad official);
- E. not received any violations that render the bus driver uninsurable by the District's Fleet Insurance Carrier;
- F. _____ [other].

The records obtained from the annual records check will be maintained for a minimum of ten (10) years. **DRAFTING NOTE** **Drafting note: It is recommended that a District maintain the annual records check for ten (10) years because a conviction of Operating a Vehicle While Under the Influence has a ten (10) ten year look back period.]**

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

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

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

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

- A. a BCII report was obtained at the time of hire; and
- B. the employee presents proof that the employee/he/she has been a resident of this state for the five (5) year five-year period immediately prior to the date the recertification is requested.

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

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

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

The Superintendent

[OR]

The Educational Service Center Superintendent (if transportation is contracted through the ESC)

shall provide for an annual physical examination conforming to ~~DEW Ohio Department of Education~~ standards to determine the driver's physical fitness for employment.

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

[Cross References

po8600

po8640

po8650]

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Legal	A.C. 3301-51-10, 3301-83-01 et seq., 3301-83-05, 3301-83-06, 3301-83-07 R.C. 3327.10, 3327.01 et seq., 4511.01(F), 4511.75 et seq.
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Cross References	po8600 - TRANSPORTATION po8640 - TRANSPORTATION FOR NON-ROUTINE TRIPS po8650 - TRANSPORTATION BY VEHICLES OTHER THAN SCHOOL BUSES
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CURRENT POLICY

Book	Policy Manual
Section	8000 Operations
Title	BUS DRIVER CERTIFICATION
Code	po8600.04
Status	Active
Adopted	August 9, 1995
Last Revised	January 23, 2019

8600.04 - **BUS DRIVER CERTIFICATION**

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

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

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

without a valid commercial driver's license being in the person's possession;

6. violation of R.C. 4511.33 (i.e., driving in marked lanes) or R.C. 4511.34 (i.e., space between moving vehicles) or any municipal ordinance or county or township resolution substantially similar to either of those sections, or any substantially similar law of another state or political subdivision of another state;
7. violation while operating a commercial motor vehicle of a law of the state, any municipal ordinance, any county or township resolution, or any substantially similar law of another state or political subdivision of another state which prohibits texting while driving or using a handheld mobile device (except when a person is texting or using a mobile device to contact law enforcement or other emergency services);
8. violation of any other law of this State or ordinance or resolution relating to traffic control, other than a parking violation, that is determined to be a serious traffic violation by the United States Secretary of Transportation and the Director designates such by rule; and

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

E. not received any violations that render the bus driver uninsurable by the District's Fleet Insurance Carrier. The records obtained from the annual records check will be maintained for a minimum of ten (10) years.

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

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

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

In addition to the required driving record check, the Human Resources administrator shall obtain a satisfactory BCII report prior to hiring an individual as a new school bus or school van driver, along with an FBI background check (i.e., an FBI background check will also be required prior to hiring new employees). An updated, satisfactory criminal background check report shall be obtained for each school bus driver every six (6) years with driver re-certification. Each six (6) year criminal records check request shall be made to the Superintendent of the Bureau of Criminal Identification and investigation 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 he/she has been a resident of this state for the five-year period immediately prior to the date the recertification is requested.

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

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

A. information pertaining to the bus driver has been submitted to the Ohio Department of Education, including the name of the Board, name of the bus driver, driver license number, date of birth, date of hire, status of physical evaluation and status of training; and

B. the most recent criminal records check, including information from the Federal Bureau of Investigation, has been completed and received by the Superintendent.

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

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

Revised 12/5/07

Revised 4/16/08

Revised 7/18/18

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R.C. 3327.10, 3327.01 et seq., 4511.01(F), 4511.75 et seq.

A.C. 3301-51-10, 3301-83-01 et seq., 3301-83-05, 3301-83-06, 3301-83-07



Book	Policy Manual	
Section	Vol. 42, No. 2	
Title	Vol. 42, No. 2	Revised TRANSPORTATION FOR NON-ROUTINE TRIPS
Code	po8640	
Status	From Neola	
Adopted	August 9, 1995	
Last Revised	September 6, 2023	

Revised Policy - Vol. 42, No. 2

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

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

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

The Board shall assume transportation costs for () all field trips a certain number of approved field trips as specified in the Superintendent's administrative guidelines **[END OF OPTIONS]**.

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

The Board ~~shall~~ will assume the vehicle cost for all other trips including co-curricular, athletic, and other extra-curricular trips, but the cost of the driver shall be paid () by the sponsoring organization () from the designated fund **[END OF OPTIONS]**.

The Board ~~shall~~ will provide the vehicles for all other trips including co-curricular, athletic, and other extra-curricular trips, but a mileage charge ~~and personnel charge shall~~ will be assessed to cover the cost of the driver and fuel. This charge is to be paid () by the sponsoring organization () from a designated fund **[END OF OPTIONS]**.

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

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

Except as otherwise authorized in this policy, all students are expected to ride the approved vehicle to and from each activity, including athletic and other extracurricular practices that take place off school premises. A special written request must be made to the staff member sponsoring the trip, by the parent in advance of the event, to allow an exception. In the event of an overnight school-sponsored trip, exceptions must be requested in writing at least two (2) school days in advance of the event. Students shall only be released to their parent/guardian when these exceptions are approved.

District students not affiliated with the trip activity, non-district students, and/or children of preschool age shall not be permitted to ride on the trip vehicle without prior approval of the principal.

Unless otherwise approved by the Superintendent, no student or parent is allowed to drive on any trip at any time - this includes athletic contests, extracurricular competitions, co-curricular trips, and any school-sponsored field trips. Parents, however, may drive their child(ren) and other student(s) to athletic and other extracurricular practices that take place off school premises. Specifically, a parent may agree to transport their child(ren) to and from athletic and other extracurricular practices that take place off school premises. If a parent selects to provide such transportation, the parent must agree to

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[Cross References

po8600

po8600.04

po8650

po8660]

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Legal

A.C. 3301-83-16

R.C. 3327.08, 3327.13, 3327.14, 3327.013

Cross References

po8600 - TRANSPORTATION

po8600.04 - BUS DRIVER CERTIFICATION

po8650 - TRANSPORTATION BY VEHICLES OTHER THAN SCHOOL BUSES

po8660 - INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE

transport the child(ren) for the entire season or applicable period when the athletic or other extracurricular activity is practicing. The parent may also authorize their child to ride to and from the practices in a vehicle driven by another parent. Finally, the parent may agree to transport another child(ren) to and from practices if the parent of the other child(ren) provides written authorization for the child(ren) to ride in that parent's vehicle. Applicable parents must submit Form 8640 F1 or Form 8640 F2 to document their authorization with respect to these options. No other exceptions shall be permitted.

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The Superintendent shall prepare administrative guidelines consistent with this policy.

* insert "guardian" after "parent" above



CURRENT POLICY

Book	Policy Manual
Section	8000 Operations
Title	TRANSPORTATION FOR FIELD AND OTHER DISTRICT-SPONSORED TRIPS
Code	po8640
Status	Active
Adopted	August 9, 1995
Last Revised	September 6, 2023
Prior Revised Dates	9/28/2005, 2/15/2017, 12/20/2019

8640 - TRANSPORTATION FOR FIELD AND OTHER DISTRICT-SPONSORED TRIPS

The Board of Education shall use regular or special-purpose school vehicles for transportation on field and other District-sponsored trips. Other District-sponsored trips shall be defined as any planned, student-travel activity that is approved as part of the District's total educational program. Other District-sponsored trips include co-curricular and extracurricular trips such as athletic contests and other extracurricular competitions. Also, other District-sponsored trips include athletic and other extracurricular practices that take place off school premises (e.g., at a facility and/or on property that is not owned or controlled by the District). With respect to athletic and other extracurricular practices that take place off school premises, it shall be the policy of the Board to transport students to such practices. Parents, however, shall be responsible for ensuring that students are picked up at the end of such practices at a designated location.

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

The Board shall assume transportation costs as determined by the Superintendent.

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

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

Except as otherwise authorized in this policy, all students are expected to ride the approved vehicle to and from each activity, including athletic and other extracurricular practices that take place off school premises. A special written request must be made to the staff member sponsoring the trip, by the parent in advance of the event, to allow an exception. In the event of an overnight school-sponsored trip, exceptions must be requested in writing at least two (2) school days in advance of the event. Students shall only be released to their parent/guardian when these exceptions are approved.

District students not affiliated with the trip activity, non-district students, and/or children of preschool age shall not be permitted to ride on the trip vehicle without prior approval of the principal.

Unless otherwise approved by the Superintendent, no student or parent is allowed to drive on any trip at any time - this includes athletic contests, extracurricular competitions, co-curricular trips, and any school-sponsored field trips. Parents, however, may drive their child(ren) and other student(s) to athletic and other extracurricular practices that take place off school premises. Specifically, a parent may agree to transport their child(ren) to and from athletic and other extracurricular practices that take place off school premises. If a parent selects to provide such transportation, the parent must agree to

transport the child(ren) for the entire season or applicable period when the athletic or other extracurricular activity is practicing. The parent may also authorize their child to ride to and from the practices in a vehicle driven by another parent. Finally, the parent may agree to transport another child(ren) to and from practices if the parent of the other child(ren) provides written authorization for the child(ren) to ride in that parent's vehicle. Applicable parents must submit Form 8640 F1 or Form 8640 F2 to document their authorization with respect to these options. No other exceptions shall be permitted.

The Superintendent shall prepare administrative guidelines consistent with this policy.

Revised 9/28/05
Revised 2/15/17
Revised 12/20/19
T.C. 9/6/23

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R.C. 3327.08, 3327.13, 3327.14, 3327.013

A.C. 3301-83-16



Book	Policy Manual
Section	Vol. 42, No. 2
Title	Vol. 42, No. 2 SCHOOL BUSES
Code	po8650
Status	From Neola
Adopted	February 21, 2007

Revised Policy - Vol. 42, No. 2

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

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

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

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

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

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

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



CURRENT POLICY

Book	Policy Manual
Section	8000 Operations
Title	TRANSPORTATION BY SCHOOL VAN
Code	po8650
Status	Active
Adopted	February 21, 2007
Last Revised	June 5, 2024
Prior Revised Dates	2/21/2007

8650 - **TRANSPORTATION BY SCHOOL VAN**

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

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

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

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

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

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



Book	Policy Manual
Section	Vol. 42, No. 2
Title	Vol. 42, No. 2 Revised INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE
Code	po8660
Status	From Neola
Adopted	August 9, 1995
Last Revised	January 7, 2015

Revised Policy - Vol. 42, No. 2

8660 - INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE

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

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

Any such incidental transportation must be approved, approved in advance and in writing, writing by the Business Manager 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; [END OF OPTIONS] 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 he does not possess and maintain automobile liability and personal injury insurance in the amount required by District administrative guidelines. The Superintendent: [CHOOSE AN OPTION]: may shall [END OF OPTIONS] withdraw the authorization of any private vehicle driver who fails to maintain the required amount of automobile liability insurance. ~~() shall withdraw the authorization of any private vehicle driver who fails to maintain the required amount of automobile liability 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.

A.C. 3301-83-19

**[Cross References
po8600
po8640
po8650]**

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Legal A.C. 3301-83-19

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



CURRENT POLICY

Book	Policy Manual
Section	8000 Operations
Title	INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE
Code	po8660
Status	Active
Adopted	August 9, 1995
Last Revised	January 7, 2015

8660 - INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE

The Board of Education authorizes the incidental transportation by private vehicle of students of the District. This includes occasional transportation for field trips, outings, and the like. Routine transportation, however, shall be subject to all requirements listed in AC 3301-83-19, Board Policy 8650, 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 transp

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; or 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 s/he does not possess and maintain automobile liability and personal injury insurance in the amount required by District administrative guidelines. The Superintendent may withdraw the authorization of any private vehicle driver who fails to maintain the required amount of automobile liability insurance.

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

Revised 4/5/06

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OHIO HIGH SCHOOL ATHLETIC ASSOCIATION

Doug Ute, Executive Director

January 2025

The Ohio High School Athletic Association's Constitution requires the Board of Education or similar governing board (in a non-public school/system) to annually adopt a resolution authorizing their schools that were members during the 2024-25 school year to **continue** membership for the 2025-26 school year. Once your Board of Education or similar governing body has passed this resolution for continued membership, the enclosed "Board of Education Resolution Card" needs to be completed and returned per the enclosed instructions.

Membership Terms:

Membership in the Ohio High School Athletic Association is also an agreement by all schools listed on the back of the card to conduct their athletic programs of OHSAA sponsored sports in accordance with the Constitution, Bylaws, and General/Sport-specific Regulations of the Ohio High School Athletic Association and the interpretations and decisions of the OHSAA staff. Participation in sponsored tournaments is voluntary and membership is also an agreement to abide by all tournament regulations when participating. This also means that member schools agree to their respective tournament assignment and accept that all decisions by contest officials – whether in regular season contests or tournament contests – are final. The Bylaws and Regulations are approved annually by the member schools and are made available to each member school through the annual publication of the OHSAA Handbook. It is also important to note that Member high schools that wish to have the privilege of continued full membership in the OHSAA must meet the requirements within Constitution Article 3-3-4, which currently require:

- **Must sponsor a minimum of two OHSAA Sanctioned interscholastic sports per sport season**
- **Compete in at least 50% of the maximum allowable regular season contests permitted in team sports**
- **Participate in OHSAA post season tournaments in the minimum 2 sports sponsored by the school.**

Membership Dues:

Per a recommendation by the Executive Director's Office, the OHSAA Board of Directors has instituted the following membership dues for high schools for the 2025-26 school year:

High School Membership Dues: \$50/sport **7/8 Grade Schools Membership Dues: No membership dues**

Once the enclosed Board Resolution Card is received by the Executive Director's Office, each high school will be invoiced for its membership dues later on during the 2025-26 school year.

Scheduling Board Meeting:

Continued membership in the OHSAA requires adoption of the resolution for the schools on the enclosed card by your Board of Education or similar governing body. The card must be received no later than **June 30, 2025**, to ensure continued membership. Therefore, please add this item to the agenda for an upcoming board meeting.

Contents of this Mailing:

Please find enclosed in this mailing:

- 2025-26 OHSAA Board Resolution Card (PURPLE CARDSTOCK)
- Instruction sheet (GREY) for completing and returning the resolution card.
- Pre-addressed and stamped return envelope using US Postal Service

Sincerely,

Doug Ute

Doug Ute, OHSAA Executive Director

4080 Roselea Place • Columbus, OH 43214 • (614) 267-2502 • Fax: (614) 267-1677 • www.ohsaa.org

EXHIBIT K-8 - Board of Education Meeting February 19, 2025



INSTRUCTIONS FOR COMPLETING THE 2025-26 OHSAA BOARD OF EDUCATION RESOLUTION CARD



Please read these instructions carefully as incomplete cards cannot be accepted which may delay the continuation of membership and its benefits for your member schools. Attached to these instructions are the card and the pre-addressed, stamped return envelope. Please contact OHSAA Membership Services (membershipservices@ohsaa.org) if you need assistance or have questions.

FRONT OF CARD

The front of the enclosed card contains the text of the resolution that can simply be read at the board meeting to allow your board to act upon the resolution. After the resolution is passed, please:

- Verify the street address and county listed at the top of the card.
- Write the date of the Board meeting in which the resolution was authorized in the space provided.
- Print the names of the Board President and the Superintendent/Head of School in the spaces provided.
- Have the Board President and the Superintendent/Head of School system sign the card in the appropriate spaces provided. Prior to signing, please ensure school administrators and the Board of Education understand and accept the conditions of membership outlined on the cover letter.
- Please write the superintendent's email address in the space provided.

BACK OF CARD

Schools within your school district or system that were members in 2024-25 are printed on the back. **THIS RESOLUTION CARD IS FOR CONTINUED MEMBERSHIP OF THESE SCHOOLS ONLY.** Therefore, please review the list of schools on the back of the card. Because 7th & 8th grade sport programs may have different regulations and requirements, these schools are listed separately from your 9-12 grade school(s) even if they share the same building.

All schools on this card and their students must abide by all OHSAA rules and regulations. Students that do not attend your school(s) are not eligible to participate in your athletic programs unless the student meets one of the eligibility exceptions or is permitted in accordance with state law. Students in 6th grade and below may not participate with 7th and/or 8th grade sports programs. Students in 8th grade and below are not permitted to participate in high school sports programs. Review the list of schools carefully to ensure that the schools listed are abiding by all OHSAA regulations.

REMOVING A SCHOOL - If a listed school needs to discontinue OHSAA membership, for any reason, please mark through the name on the card and attach a letter, on school letterhead, signed by the superintendent or school principal explaining the reason for non-continued membership.

OPENING OF A NEW SCHOOL - If your school district will be opening a new school in 2025-26, please attach a letter, on school letterhead, signed by the superintendent or school principal, requesting membership for the new school.

CHANGE OF SCHOOL NAME - If the name of a listed school has changed, please attach a letter, on school letterhead, signed by the superintendent or school principal explaining the name change of the existing school. Be sure to include any change in the IRN numbers listed.

CHANGE OF IRN NUMBER – Please review the IRN number listed for each school. If a number listed is incorrect, please mark through the number and write the correct number next to it.

RETURN THE CARD VIA US POSTAL SERVICE – DEADLINE JUNE 30, 2025

For your convenience, a pre-addressed return envelope with postage is included with this mailing. Please use the envelope to return the completed and signed card prior to June 30, 2025.

Thank you in advance for your cooperation and your continued membership in the Ohio High School Athletic Association. Please contact OHSAA Membership Services (membershipservices@ohsaa.org) with any questions.

RETURN NO LATER THAN JUNE 30, 2025



SCHOOL(S)

The list below is all schools within your district that will abide by the resolution as printed on the front of this card. To add or remove any school to or from OHSAA Membership, please attach that request, signed by the superintendent/head of school on school letterhead to this card.

TWINSBURG CITY SCHOOL DISTRICT

High Schools (grades 9-12)

School Name	IRN	School Name	IRN
TWINSBURG	136101		

7th and 8th Grade Schools

School Name	IRN	School Name	IRN
RB CHAMBERLIN MIDDLE SCHOOL	005785		



FACT SHEET

MAY 6, 2025, ELECTION

TWINSBURG CITY SCHOOL DISTRICT BOND LEVY

OVERVIEW

The Twinsburg City School District is placing a Bond levy on the ballot to fund educational and facility improvements. This initiative is part of the **Tiger Legacy Project**, a community-guided plan for the future.

WE LISTENED TO THE COMMUNITY

Feedback gathered during the previous Bond issue helped shape this updated plan:

- Modified the project scope while addressing both educational and athletic facility needs
- Addressed concerns including traffic, parking, environmental issues at the Dodge campus, and proximity of athletic fields to surrounding neighborhoods
- Prioritized long-term solutions to reduce ongoing maintenance costs
- Reduced the overall cost of the project for our residents

WHAT DOES THE LEVY INCLUDE?



Construction of a New PK-6 Elementary School

- Replaces Wilcox Primary School, Samuel Bissell Elementary School, and George G. Dodge Intermediate School
- Modern, consolidated facility with state-of-the-art resources, including security enhancements, for young learners
- **City/School District "Win-Win"**: To be built through a property swap with the City of Twinsburg, exchanging the Dodge campus property—a collaborative solution benefiting the District and the community



Athletic Facility Updates and Relocations

- Renovation of **Tiger Stadium** and **Hoon Softball Field** at their current sites
- Relocation of:
 - JV/9th Grade Baseball Field to the RBC Campus
 - Varsity Baseball Field to the Twinsburg High School Campus (current JV/9th Grade location)
 - Girls' Practice Soccer Field to the RBC Campus



CURRENT CHALLENGES

- **Aging Buildings:** Four of five schools require renovations costing 66% or more of the price to build new
- **Rising Costs:** Labor and materials are increasingly expensive
- **Athletic Facilities:**
 - **Track at Tiger Stadium:** Emergency repairs were made in Spring 2024; additional repairs are required in Spring 2025
 - **Turf at Tiger Stadium:** Nearing the end of its lifespan



FINANCIAL DETAILS

- **Maximum Term of the Bond:** 36 years
- **Estimated Interest Rate:** 5.00%
- **Millage Rate:** 3.84 mills, which equates to approximately \$135 annually per \$100,000 of appraised property value



For more information, visit www.twinsburg.k12.oh.us/TigerLegacyProject

ELECTION DATE



MAY 6, 2025