

**West Clermont Local School District**  
**Request for Proposal for Pupil Transportation Services**

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## General Conditions

### *Introduction*

The Board of Education (the “Board”) of the West Clermont Local School District, Clermont County, Ohio (the “District”) is requesting Proposals for the provision of pupil transportation services to meet the requirements of the District and in full compliance with all laws and regulations governing the transportation of pupils in the state of Ohio for a period beginning July 1, 2022.

West Clermont Local School District is the largest suburban school district in Clermont County serving Union, Monroe, Pierce, and Batavia Townships as well as the Village of Amelia. For more information about the District please visit our website at <https://www.westcler.k12.oh.us/>

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

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

### *Full Service School Transportation*

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

### *Definitions for purposes of this proposal*

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

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

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

**Board:** The West Clermont Local School District Board of Education.

**Board Buses:** Those buses currently owned by the Board.

**Contractor Buses:** Those buses that are used by the Contractor in providing the pupil transportation services.

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

**District:** The West Clermont Local School District, Clermont County, Ohio.

**Existing Contracted Transportation Employees:** All individuals now employed by the District's current pupil transportation contractor in meeting the District's Pupil Transportation Requirements.

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

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

**RFP:** This request for proposal.

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

**Term:** The period from and including July 1, 2022 to and including July 31, 2025 with annual renewal of contract subject to non-appropriation, renewable for an additional 3 year term from July 1, 2025 and including June 30, 2028 under the same terms of the existing contract at the option of both parties subject to non-appropriation.

## Instructions

### *Proposal*

One (1) original and seven (7) copies of the proposal must be received by the district no later than 12:00 Noon on April 1, 2022. Proposals must be clearly marked "Proposal for Pupil Transportation Services" and delivered in a sealed envelope. Mail or deliver proposals to:

West Clermont Local School District  
Attn: Chuck Lafata, Business Manager  
4350 Aicholtz Road  
Cincinnati, Ohio 45245  
Lafata\_c@my.westcler.org

### *Questions*

Questions regarding the bid process or specific aspects of the RFP should be emailed to Chuck Lafata at [Lafata\\_c@my.westcler.org](mailto:Lafata_c@my.westcler.org). Questions and answers will be consolidated and provided via email to all companies on record as having received the RFP.

Contact with personnel of the District other than Chuck Lafata regarding this request for proposal may be grounds for elimination from the selection process.

### *Project Timetable*

Event	Date
RFP documents released	February 8, 2022
RFP due-date	April 1, 2022
Consideration for Board approval	April 18, 2022
Notification	April 19, 2022
Implementation	July 1, 2022

### *Subsequent years*

Contractors are requested to propose for each year of the initial three year agreement and each year of the three-year renewable option for the total base transportation costs assuming approximate types and amount of pupil transportation as was provided during the current year FY22.

## Contract

### *Term*

The initial term of any contract will be for 3 years, subject to non-appropriation, renewable for an additional 3 year term under the same terms of the existing contract at the option of both parties subject to non-appropriation.

### *Award of Contract*

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

### *Contract Negotiation*

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

Any contract shall include provisions for termination by the Board at the end of the initial 3 year period or at the end of the 3 year extension period. The contract may also be terminated at any time in the event of a material breach by Contractor that remains uncured after notice for a reasonable period of time, or in the event of a determination by a court or administrative agency that any material provision of the agreement is contrary to law or that any material provision of the agreement may not lawfully be carried out, or in the event the Board is unable to appropriate sufficient funds to meet its financial obligations under the contract.

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

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

### *Prohibition against conflicts of interest, gratuities and kickbacks*

Any employee or any official of the Board, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the Board, shall be subject to prosecution to the fullest extent of the law as provided for by the Ohio Revised Code.

## **Proposals**

### *Right to reject*

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

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

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

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

### *Prices*

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

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

### *Corrections*

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

### *Proposal documents*

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

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

### *Preparation costs*

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

### *Supporting information*

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

### *Sealed envelope*

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

### *Delivery*

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



### *Contractor's Representations*

Each Contractor by making a Proposal represents that:

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

### *Non-collusion and Non-conflict of interest*

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

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

### *Pupil Transportation License:*

Contractor shall provide evidence of a valid pupil transportation license issued by the Office of Licensing and Commercial standards, Ohio Department of Public Safety.

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

## *References*

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

Contractor shall provide the following information for the current contracts:

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

## *Terminated contracts*

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

## *Bonding and Proposal Security*

All Proposals shall be accompanied by a Proposal security in the form of a bond or irrevocable letter of credit of not less than 10% of the total amount of the annual proposed cost, pledging that the Contractor will enter into a contract with the Board on the terms stated in its Proposal. The Proposal security shall be based upon the greatest amount proposed for any of the options specified and shall also include the amount proposed to provide kindergarten transportation services. Should the Contractor refuse to enter into a contract or fail to furnish the required performance payment bonds the amount of the security shall be forfeited to the Board as liquidated damages and not as a penalty.

## *Performance Bond*

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

### *Time of delivery of bonds*

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

### *Corporate registration*

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

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

## **Pricing**

### *Attachment 1 – Pricing proposal*

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

Pricing shall include at a minimum the following:

- costs for route service between home and school including regular education students attending all grades and students attending nonpublic, community, STEM or vocational schools
- costs for daily or routine point-to-point shuttles between buildings
- extracurricular educational field trips
- sports and club field trips

### *Attachment 2 - Fuel cost*

All buses provided by the Contractor for service under this contract must be powered by diesel engines. The Contractor may include an option for CNG or propane powered buses. The District maintains the sole discretionary authority regarding the purchase of the fuel commodity.

The Contractor shall provide at its own expense a computerized fueling gauge for existing fuel pumps to allow for direct billing and accurate monitoring of the fuel usage on a per bus per district basis.

The contractor shall provide a separate attachment marked as "Attachment 2" detailing the Proposal for fuel for the operation of buses under this contract. This shall include fuel purchasing procedures and related pricing.

### *Attachment 3 - Bus Purchase*

In the event that the agreement is terminated, the Board shall have the right to purchase or lease for the remainder of the vehicles' useful life the buses that are owned by the company and were in use for providing service at the time of termination.

The contractor shall submit in "Attachment 3" its Proposal for determining the value of buses and the right of the District to purchase the vehicles.

## **Operational Requirements**

### *General*

- 1) All work will be performed under the statutes and regulations of the state of Ohio, Ohio Department of Education, Ohio State Highway Patrol and the Board that relate to school transportation and school bus drivers. Where applicable, the Contractor will also operate under federal regulations applicable to school transportation and commercial operators.

### *Inclement weather*

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

### *Routing and efficiency*

- 3) The District will provide to the Contractor a complete listing of eligible passengers along with their home addresses, grade, and school assignment as of the last day of school in the previous school year. The District will provide updates to this data as they become available.

- 4) The Contractor will provide routing and transportation schedules that comply with Board-approved guidelines for pupil transportation.
- 5) The Contractor will utilize a SIF compliant computerized on-site routing program during the term of the contract. District will be provided with data uploads including routing information for use in district calling services.
- 6) The Contractor will provide mobile access to routing information via tablet or ipad for school building principals and superintendent or designee.
- 7) Routing and Bus stop requirements: The Contractor will fulfill the following:
  - i) Bus stop list will be provided by August 15 for the school Board's approval
  - ii) All student routing shall be completed no later than 14 days prior to the first day of school
  - iii) Parents shall be provided with bus stop location, time, and bus number vial mail no later than 7 days prior to the first day of school
  - iv) In the event of a major route change, Contractor shall be responsible for notifying parents via mail
  - v) All routing notifications to parents shall be via mail at Contractor's expense
  - vi) Current copies of all route sheets shall be maintained in the Board office
  - vii) The superintendent or designee will decide conflicts regarding eligibility of riders and stop locations
  - viii) Once routes have been approved, Contractor shall not make substantive changes to the routes without prior notice to and written approval of the superintendent or designee. The superintendent or designee retains the right to determine whether changes to the routes are considered substantive or not.
- 8) Efficiency Rating: The District intends that transportation shall be provided such that the ridership efficiency ratio is no less than 1.0 as calculated by the Ohio School Boards Association (formerly calculated by ODE). The Contractor shall work with the District to achieve this ratio within the first 6 months of the contract, and shall maintain that ratio thereafter. In the event the District's ridership falls below target ridership for two consecutive months, the Contractor shall submit a plan to the District to correct ridership to increase the ridership ratio to 1.0 or greater.

*Reports to be provided to district*

- 9) Ridership reports: Contractor shall provide monthly AM and PM ridership reports for each bus during the term of the contract.
- 10) Service reports: Contractor shall provide written and oral reports to the District on or before November 1, January 1, March 1, and May 1. Reports shall include the following:
  - i) Monthly ridership reports by bus
  - ii) On-time percentage report
  - iii) Driver absenteeism rate

- iv) Report of any accidents
- v) Driver certification audit report
- vi) Vehicle performance report, including average miles travelled per day, miles per gallon, and monthly maintenance costs
- vii) Student discipline report

## *Vehicles*

11) Equipment requirements. The Contractor will provide the following:

- i) 72 passenger school buses powered by diesel, CNG or propane for route service. All buses shall meet or exceed all state and federal school bus construction standards and shall be inspected and passed by the Ohio State Highway Patrol MVI teams.
- ii) Special education school buses equipped with lift and wheelchair securement systems for route service.
- iii) A minimum of two (2) spare buses for each five (5) route buses or fraction thereof.
- iv) A spare special education school bus, which may be one of the spare buses supplied in accordance with the above requirement.
- v) All vehicles are to be two-way radio equipped. Handheld radios on the bus frequency to be provided for the Board office and each district school building office.
- vi) All vehicles to be equipped with GPS location monitoring devices
- vii) All vehicles to be equipped with four (4) channel video equipment
- viii) Buses assigned to District routes shall be marked West Clermont Local School District on the beltline
- ix) The average age of the bus fleet will not exceed six (6) years, and the maximum allowable age for any single bus is twelve (12) years or 150,000 miles.

12) Fleet Maintenance

- a) Contractor shall furnish all necessary supervision, equipment, tools, diagnostic equipment, parts (including tires, batteries and radiators, and supplies required to maintain the fleet in first class condition. The Board reserves the right to inspect any and all buses at any time for the purposes of assuring the Contractor's compliance.
- b) Contractor will provide the Board with a list of the qualifications of its mechanics and technicians.
- c) Contractor will provide a description of its mechanic certification program, continuing education program, and other professional development programs and requirements if any.
- d) Contractor will use a preventive maintenance system and provide regular reports to the Board of the results of the preventive maintenance system checks.

- e) Contractor shall use an automated operation/maintenance recording system for each vehicle and will provide regular reports for the Board detailing operating and maintenance expenses for each vehicle.
  - f) The cost of all tools and equipment to service the existing bus fleet, including future purchases of maintenance equipment will be at the discretion and cost of the Contractor.
- 13) Contractor will provide the District with copies of all motor vehicle inspections performed by the Ohio State Highway Patrol.

### *Staff*

**Existing Contracted Transportation Employees:** Contractor shall agree in any contract that it will first offer employment to the Existing Contracted Transportation Employees. Contractor's duty to employ and use Existing Contracted Transportation Employees is conditional on the employee(s) maintaining all requirements of their position(s) including but not limited to such matters as insurability, driving record, background check findings, licensure, physical condition and training qualifications. With its proposal, Contractor shall detail plans for hiring and using Existing Contracted Transportation Employees and should also provide relevant information relative to its past experience(s) in this area.

### 14) Employees

- a) Buses may only be operated by fully certified drivers in accordance with federal and state driver licensing requirements and who are acknowledged as active school bus drivers by the Ohio Department of Education.
- b) Contractor must maintain documentation to support all training and requirements reported to ODE and make same available to the District upon request.
- c) Contractor must provide to the District information as required in accordance with ORC 3327.10 and OAC 3301-83-06 and as requested by the District to satisfy the District that a school bus driver certificate can be appropriately issued in accordance with ORC 3327.10.
- d) Contractor shall document a monthly motor vehicle records check on each driver through the ODE BMV records system.
- e) All drivers involved in an accident or incident, regardless of fault, severity, or damage amount shall submit to post accident drug and alcohol testing.
- f) The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. The Contractor shall underwrite all costs incurred to provide qualified drivers. Such costs shall include, but are not limited to, all training, physical examinations, license and permit fees, recruitment and any other related fees.

- g) The District reserves the right to recommend disciplinary actions for specified bus drivers, and to receive a follow-up report of the Contractor's investigation and subsequent action.
  - h) The District reserves the right to revoke the District issued school bus driver certificate for any driver who in its opinion is not suitable to operate a bus. Drivers without current valid certificates shall not operate school buses under this contract.
  - i) District will not accept any driver with an OMVI conviction in the past 10 years.
  - j) Contractor shall not provide or assign any drivers with more than four( 4) current points on his/her driving record.
  - k) Contractor shall not provide or assign any drivers who are driving under suspension or court driving privileges.
  - l) The Contractor will be required to provide bus monitors as required. Bus monitors shall meet all the same requirements as bus drivers except they shall not be required to hold a CDL license or preservice certificate.
- 15) Driver training and professional development
- a) Drivers shall receive a minimum of eight (8) hours of in-service training per year from the Contractor, including a safety meeting in each month that school is open except for June.
  - b) Special education drivers shall receive additional training in accordance with the Ohio Administrative Code specific to the care and transportation of special education students.
- 16) Driver and Monitor conduct
- a) Contractor will promptly investigate all complaints of improper conduct on the part of any driver or monitor and will report the complaint and the results of the investigation to the Superintendent. The Superintendent and Contractor must mutually agree on the corrective action necessary to resolve the complaint.
  - b) No person will be permitted to operate a school bus if there is reason to believe that such person has engaged in any improper conduct with any passenger.
  - c) Contractor shall take reasonable steps to prevent its employees from exposing any passenger to impropriety of word or conduct.
  - d) Contractor shall not permit its drivers or monitors to smoke in the vehicles or to drink any intoxicating beverage or to be under the influence of drugs or alcohol while operating any vehicle or responsible for children.
  - e) Contractor shall not permit drivers under the influence of prescription or non-prescription drugs that will impair their ability to safely operate a vehicle.
  - f) Contractors will not permit any driver to operate a vehicle or be in a role where they are responsible for supervising students while they are using a cellphone or other communications device with the exception of the school bus two-way radio. The only exception to this rule is in the event of an



emergency that pertains to the school bus or children in the immediate vicinity of the school bus.

17) Duty to notify district

- a) The Contractor shall immediately notify the District of any change in qualification of any driver; including but not limited to violation of federal, state, or District guideline, and including any change in license status including convictions, arrests, charges, or suspension, revocation or probation.

18) No persons other than students, supervisors, company employees, Board employees or drivers in training are to ride the buses without the written approval of the superintendent or designee.

### *Student Safety*

19) Ridership documentation

- a) Contractor will provide sufficient personnel or technology to secure periodic rider counts by bus at individual schools. These counts are to be shared with the District. Contractor should maintain such counts along with schedule adherence data and shall utilize this information to cooperate with the District in developing and implementing cost management strategies.
- b) All routes shall be designed using this data and with the intent of maximizing the number of riders per bus.

20) Student safety training

- a) Contractor shall provide and implement, with the superintendent's approval, a program for the training of pupils in accordance with the provisions of Ohio Administrative Code and law.

21) Pre-trip and Post-trip inspections

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

### *Management*

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

### *Data needs of the district*

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

### *Limited use of vehicles*

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

## **Fringe benefits**

### *Taxes and retirement*

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

### *Worker's compensation insurance*

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

### *Accumulated sick leave*

The Contractor must honor all accumulated but unused sick leave balances accrued by ex-district transportation employees.

## **Equal employment and non-discrimination**

### *General policy*

The Board is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, genetic information, or political opinion or affiliation. The Contractor shall take affirmative action to ensure that applicants are employed, and that that employees are treated during employment without regard to their age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, genetic information, or political opinion or affiliation. Such action shall include, although not limited to, the following: employment, upgrading,

demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

#### *Contractor representations*

The Contractor shall in all solicitations and/or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, genetic information, or political opinion or affiliation. The Contractor shall cause any subcontractor engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

## **Insurance**

Contractor must furnish evidence that it carries vehicle and public liability insurance with responsible companies licensed to do business in Ohio with a minimum combined single limit of liability of \$10,000,000 per bus for each accident and \$10,000,000 bodily injury and property damage per accident. The policy shall set forth the Board as an additional insured party. A certificate of insurance evidencing the required coverage will be provided to the Board at the inception of the service and shall be renewed annually by the Contractor thereafter.

## **Indemnity**

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

## **Other provisions**

#### *Invoices*

Invoices are to be submitted to the District by the 15<sup>th</sup> day of the succeeding month in which the services were provided and will be paid within thirty (30) days of their submittal. Costs shall be itemized with regard to work performed, including routes, and extracurricular trips.

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

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

#### *Annual report*

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

#### *Sample transportation contract and invoice*

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

#### *Changes in scope of contract*

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

#### *Performance measures*

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

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

#### *Warranties of the contractor*

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

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

## West Clermont Local School District Bylaws & Policies

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### 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. The Board reserves the right to provide or not provide transportation services beyond those mandated by State law.

School buses shall be purchased, housed, maintained, or contracted 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 that is located within the thirty (30) minute travel limitation established by State law on the same basis as established for resident students as set forth above. Chartered nonpublic school students who are transported by the Board may be assigned to ride on buses upon which resident students are also assigned.

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 an approved community school. However, if that community school is located outside the District, transportation will only be provided consistent with the thirty (30) minute travel limitation established by State law. 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. However, if the Board determines that said transportation is impracticable, then the parent(s) shall be provided payment in-lieu of transportation at the amount established by State law, unless otherwise directed by action of the State Board of Education.

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 State Board 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 State Board 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 will not be responsible for providing 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 State Board 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 State Board 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 State Board 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.

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. Pupils in grades kindergarten through eighth grade may be required to walk up to one-half mile to a designated bus stop (R.C. 3301-83-13). The Board shall approve the bus routes annually. The Superintendent is authorized to make any necessary changes in the approved route and shall inform the Board at the next regular meeting.

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.

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.

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## 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 administrator in charge of transportation 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.

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 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 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.

## **8640 - TRANSPORTATION FOR FIELD AND OTHER DISTRICT-SPONSORED TRIPS**

It shall be the policy of the Board of Education to use regular or special-purpose school vehicles for transportation on field and other District-sponsored trips.

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 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.

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

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

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

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

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

The Superintendent shall prepare administrative guidelines consistent with this policy.

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## **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 transportation must be approved in advance and in writing by the Principal in accordance with the Superintendent's administrative guidelines.

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

No person shall be approved for the incidental transportation of students in a private vehicle who is not an employee of this Board; an approved volunteer; the parent of a student enrolled in this District; and the holder of a currently-valid license to operate a motor vehicle in the State of Ohio.

No person shall be permitted to transport students if s/he does not possess and maintain automobile liability and personal injury insurance in the amount required by District administrative guidelines.

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 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.

## *Transportation Administrative Regulations*

### **8600 - TRANSPORTATION**

The following guidelines are established to implement Board of Education policy on transportation.

#### **A. Administrative Responsibilities**

The contracted bus service is responsible for planning and operating the transportation program, and for the maintenance of all District vehicles. Included within this scope of responsibility are:

1. establishing bus routes and time schedules;
2. coordinating the dispatching operations;
3. supervising and analyzing vehicle maintenance programs;
4. preparing and submitting all State/Federal reports;
5. selecting, training, and supervising bus drivers;
6. preparing transportation budgets;
7. developing specifications for bids on buses, equipment, and/or contracted services;
8. verifying the qualifications of bus drivers;
9. determining whether or not transportation shall be provided for a resident student;
10. determining which resident students qualify for transportation to and from a State-chartered nonpublic school or an approved community school;
11. determining the reasonableness and practicability of transporting a qualified resident student to and from their school of attendance;
12. coordinate with the Liaison for Homeless Children to arrange for joint transportation of homeless students when necessary.

Quality transportation services require cooperation and effective communication with the principal who shall be responsible for:

1. supervision at bus loading and unloading zones;
2. communication to parents and students concerning student behavior, safety, schedules, and the like;
3. addressing all behavior problems;
4. enforcement of traffic regulations on the school site.

**B. Bus Conduct**

1. Parents are to be informed that school bus transportation is a privilege and not a right and that the bus driver is the sole authority on the bus while students are being transported.
2. Parents are also to be informed that they are responsible for:
  - a. the safety of their child while going to or from the bus stop and while waiting for the school bus, including waiting for a school bus in a location clear of traffic and away from the bus stop;
  - b. their child being at the bus stop at least ten (10) minutes prior to scheduled pick-up time;
  - c. damage by their child to school buses, personal property, or public property.
3. Students are expected to conduct themselves in a proper manner at bus stops. The Board will not enter into disputes involving parents and/or students concerning matters that take place prior to the student boarding the school bus, or after the student has disembarked from the bus on his/her way home.
4. Students will ride only assigned school buses and will board and depart from the bus at assigned bus stops. Students will not be permitted to ride unassigned buses for any reason other than an emergency, except as approved by the principal.
5. A change in a student's regular assigned bus stop may be granted for a special need, if a note from a parent is submitted to the building principal stating the reason for the request and the duration of the change and the principal approves.
6. A permanent transfer to another route or bus stop for morning pick-up and/or afternoon drop-off will only be made upon the approval of the principal.

7. Students shall cross all streets at least ten (10) feet in front of the school bus and after the driver has signaled the student that it is all right to do so.
8. For the safe operation of the school bus, noise on buses shall be kept at a minimum with students speaking in reasonable conversation voices. Students must be quiet at railroad crossings and other danger zones as designated by the bus driver.

While on the school bus, students are not allowed to play their own personal radios, CD players, or tape recorders.

9. The following cargo is forbidden to be transported on a school bus: pets, alcoholic beverages, drugs, ammunition, explosives, firearms, knives, or any other dangerous materials or objects. If there is a question on the transportation of a particular item, the transportation contractor should be consulted.

**C. Student Surveillance**

In accord with Board policy, the transportation contractor may install the appropriate equipment for video recording the interior of the buses while transporting students. S/He should follow the District's purchasing practices (AG 6320) in obtaining such equipment and abide by the guidelines for the use of such video surveillance/electronic monitoring equipment:

**D. Eligibility of Nonpublic or Community School Students for Transportation**

In accordance with State law, the transportation contractor shall determine the length of time necessary to transport a resident student attending a chartered nonpublic school or attending an approved community school located outside the School District from the school bus collection point designated by the transportation supervisor for that student's attendance area to the student's nonpublic or community school of attendance. If it is determined that the student can be transported in thirty (30) minutes or less, then s/he is eligible for District transportation; however, if it is determined that the length of time required to transport the student to his/her chartered nonpublic school or approved community school located outside the School District is more than thirty (30) minutes, then s/he is not eligible for District transportation.

To determine the length of time required, if necessary, the distance between the designated collection point and the chartered nonpublic school or approved community school located outside the School District shall be clocked while driving in a school bus at the time of day that the student would normally be transported on the most direct route possible.

The Board, however, 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 State Board of Education as having met certain requirements established by State law. Also, the Board will not be responsible for providing

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 State Board 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.

**E. Providing Payment-in-Lieu of Transportation**

In accordance with State law, the Superintendent may determine, and advise the Board, that the transportation of a resident student, who is otherwise eligible for transportation under State law, Board policy, and these guidelines, is impracticable. In such instances, the Board may, in lieu of providing transportation, pay the parent an amount per student as determined by the Board and shall not exceed the average cost of transportation of children by all boards of education in the State during the next preceding year.

Parents who are eligible for payment-in-lieu of transportation shall be notified by the Treasurer. Parents who are eligible for payment-in-lieu of transportation must accept, in writing, the Board's determination that they are eligible for such payment.

Parents who do not agree with the decision regarding the impracticality of transporting their child(ren) must inform the Board, in writing, of their disagreement. Upon receipt of such notice, the Board shall seek confirmation from the State Board of Education that such transportation is impracticable. The Board shall provide transportation until the State Board of Education renders its decision.

**F. Special Services**

In compliance with Board policy, the transportation services may be provided for field trips, co-curricular trips, and extra-curricular trips, including athletics.

Transportation may be provided on weekends and holidays to District students who are participating in approved School District programs which are under the supervision of professional staff members.

**G. 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 Board Policy 8600. 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.



## **8606 - TRANSPORTATION FOR SPECIAL EDUCATION STUDENTS**

Transportation and bus behavior are normally an integral part of the student's program. Because of the significance of this service for maintaining effective programs for the variety of disabling conditions, the transportation supervisor should be involved with the I.E.P. team to assist in providing answers to such questions as:

- A. Can the child be transported safely, given the transportation environment and the nature of the disabling condition?
- B. What medical, health, physical, or behavioral factors could expose the student to unreasonable risk, given the anticipated transportation environment?
- C. What assistive or adaptive equipment is necessary to accommodate the student during the transportation process, can it be safely transported and secured, and are there adequate instructions to ensure its proper use?

S/He can also be helpful in incorporating behavioral transportation goals into the IEP's and determining appropriate means of discipline, including the possible removal from a vehicle.

As participants in and recipients of special education planning, transportation staff need to be advised that the information they deal with is confidential and protected by Federal law.

### **BEHAVIORAL MANAGEMENT**

Managing student behavior on the bus should be done primarily through teaching appropriate bus-riding skills. Learning the skills necessary to ride the school bus is part of the skills needed for the student to participate in his/her program.

To teach bus-riding skills, a limited number of simple rules defining what the student is to do, feedback on how well it is done, and positive, backup consequences are necessary. In teaching bus-riding skills, it is necessary to work on a small number of behaviors at a time (one or two). As a student learns a behavior, another behavior can be taught.

Behaviors that present a potentially dangerous risk of harm to the student or others on the bus require special attention. An attack on another person or running from the bus are two examples of behaviors that present high risk of harm and require documentation and follow-up with appropriate school staff.

### **Communication Between School/Transportation Staffs**

- A. The transportation staff will keep the school staff advised of the behavior of students on the bus--both positive and negative type activity. For students who are experiencing behavior difficulties which are significant incidents, each bus driver is to use the Bus Conduct Chart [Form 8606 F1](#) as well as the Report Card Form 8606 F2. The Chart should be kept on a daily basis to provide valid data for behavioral modification and/or disciplinary action. The cumulated daily charts can also form the basis for the Report Card which teachers can incorporate into student progress reports and IEPC evaluations.
- B. The school staff will advise the transportation staff by memorandum or through the school secretary if a student has had a particularly difficult day and may require special attention on the bus.

- C. The primary daily contact between the transportation staff and the school staff will be the bus driver (with the transportation aide as an alternate) and the building staff.
- D. Both the school staff and the transportation staff are expected to maintain confidentiality and protect the students' rights. Except for positive statements, information given by the drivers to the building staff should not be relayed to the student; nor should drivers relay information received from the building staff. Bus behavior should never be a subject of general conversation.
- E. Communication with parents is encouraged, particularly positive comments that are honest and sincere. It is important to develop means to maximize this effort.

## **Stopping Unacceptable Behavior**

It is the District's intent to stop unacceptable behavior by using the minimum physical intervention necessary.

When necessary, a staff member may use reasonable physical intervention to stop an action that presents the risk of harm to the student, to others, or to property. This may include use of physical intervention to stop the action but would not extend to gross abuse and disregard for the health and safety of the student. Use of physical intervention should at all times be temperate and not excessive.

## **Significant Incidents**

### **A. First Occurrence**

If a "significant incident" - one that creates a potentially dangerous risk of harm - occurs, the driver shall describe it on the Conduct Chart and submit it to the special education coordinator for appropriate action.

Within five (5) days, a meeting should be held with the driver, dispatcher, transportation aide(s), and special education coordinator, at the discretion of the principal to discuss the specific incident and whether an intervention program is needed.

### **B. Subsequent Incidents**

If the same type of behavior is recurring, the special education coordinator is to consider the advisability of calling for a meeting of the I.E.P. team to discuss alternatives.

## **Alternate Transportation**

In the event a student has demonstrated severe behavior problems at school and cannot be adequately brought under control for the ride home, the student is not to be placed on the bus. The student is to remain at school and the parents called to transport the student home. If the parent cannot provide transportation, alternate means are to be provided. (It is important to keep in mind that alterations in transportation may be considered a change in placement.)

## **Suspension from Transportation**

- A. The building administrator may suspend a student from transportation, in

accordance with District policies and guidelines related to suspension of disabled students. Incidents that may result in suspension include:

1. fighting on the bus;
  2. hitting, kicking, or biting others on the bus;
  3. smoking, drugs, alcohol;
  4. destruction of school property;
  5. throwing dangerous objects on the bus.
- B. When a student's behavior is unmanageable in spite of behavior management techniques, the suspension procedure may be initiated. This procedure may be initiated as a natural consequence of inappropriate behavior: to protect the student, other students, the driver or District equipment, or to provide time to help the student make the adjustment to transportation services.

### **Restoration of Riding Privileges**

If a student is suspended from transportation, a meeting will be held prior to the student's resuming transportation. The meeting should include the building principal, social worker, special education coordinator, bus driver, aide, and the parent. The meeting should address:

- A. the behavior that caused the suspension;
- B. development of a written plan to address the behavior.

This will require a well-defined follow-up schedule, beginning within ten (10) days, to determine if the plan is working.

### **SPECIAL EQUIPMENT USE AND OPERATION**

There is a wide variety of equipment that may need to be used to accommodate the District's special education students. The special education coordinator is responsible for ensuring that appropriate members of the transportation staff understand the design and operating procedures for special equipment assigned to their use. They should also be able to conduct a proper inspection of the equipment and make simple adjustments in the field in case of breakdowns.

### **MEDICAL/HEALTH CONCERNS**

It may be necessary for members of the transportation staff to be able to provide emergency and routine health care to students during the transportation process. They may also become exposed to communicable diseases which could be debilitating, and in extreme circumstances, fatal.

It is the responsibility of the school nurse to ensure that training is provided in two (2) major areas -- precautionary procedures; and care, intervention, and management.

### **Precautionary Procedures**

All members of the transportation staff should be able to use standard precautions relative to handling of and exposure to communicable disease. Such precautions would include but not be limited to

- A. characteristics of common communicable diseases
- B. techniques for managing such common diseases
- C. use of protective equipment and devices

### **Care, Intervention, and Management**

Staff members need to be able to implement any care plans developed during the IEP process to deal with special health risks, such as medically fragile, technology-dependent, and/or highly-disruptive students.

## **8610 - TRANSPORTATION ROUTE PLANNING CRITERIA**

### **Routing**

The routing of buses in the most efficient manner is a major factor in the conservation of fuel. In the establishment of routes, bus stops are to be placed primarily at intersections. In cases where a street is exceptionally long, a bus stop may be placed at the center of the block or at certain intervals.

Every effort shall be made to route in a way which allows kindergarten students to be picked up near their home. Students living on hazardous roads or main highways shall also receive special transportation consideration.

### **General Criteria**

Plans which take into account the following factors should create an effective routing system:

- A. Minimize the number of road hazards; e.g., steep hills, dangerous approaches to intersections, railroad crossings, narrow bridges, sharp curves, crowns of hills, and obstructions to visibility.
- B. Ensure that necessary "turnarounds" are safe and suitable in all weather conditions.
- C. Load and discharge students at points from which they need not cross main thoroughfares, crowns of hills, and obstructions to visibility in order to reach their homes.
- D. Plan routes so that most children do not have to ride in excess of one (1) hour on the way to or from school.
- E. Consider the number of stops to be made on each route; e.g., a short route with many stops may take as much time as a long route with few stops.
- F. Minimize stops on hills of appreciable grade. When necessary, the stop should be made as the bus is traveling downhill. Such stops should be made at a pull-off area or an area posted with a School Bus Safety sign.
- G. Avoid duplication and unnecessary mileage.
- H. Minimize the number of buses in use at any one (1) time, thereby decreasing the number of contract buses required.
- I. Apply the policy governing minimum and maximum distances over which children will be transported equitably and consistently.
- J. Maintain a degree of flexibility for unforeseen circumstances.

## **8615 - ANTI-IDLING AND SMART DRIVING PROCEDURES**

In accordance with the Environmental Protection Agency's (EPA) initiative to reduce air pollution from diesel school buses, all bus drivers shall adhere to the following procedures:

1. Limit idling time during early morning and/or afternoon warm-up to no more than the maximum time recommended by the manufacturer.
2. Turn off buses upon arrival at the unloading/loading area at any school and do not start them until it is time to depart from the unloading/loading area.
3. Adhere to the preceding procedures not only at the school when transporting students on field trips, but also at the site of the field trip.
4. During inclement periods, wait in the designated, heated area inside the school until it is time to load instead of on the bus if you arrive early for a scheduled run.

In accordance with the Environmental Protection Agency's initiative to reduce air pollution from diesel school buses, the Transportation Coordinator shall adhere to the following procedure: Remind drivers regularly that following other diesel vehicles too closely, either on regular runs or field trips, can contribute to higher concentrations of diesel exhaust inside and outside the bus.

## **8620 - BUS DRIVER PROCEDURES**

### **A. Specific Responsibilities**

1. Conduct pretrip inspection of school bus prior to every trip.
2. Use established routes and designated bus stops.
3. Operate bus on approved time schedule.
4. Report bus accidents and student injuries to authorities.
5. Conduct emergency evacuation drills in keeping with school policies.
6. Instruct riders regarding being responsible passengers.
7. Drive defensively under varying traffic conditions and inclement weather.
8. Drive with safety of riders as first priority.
9. Report personal absences in time for supervisor to secure substitute driver.
10. Report on and off the job at the proper time.
11. Maintain personal fitness--emotional stability and physical capacity.
12. Perform bus housekeeping duties.
13. Never leave the bus when students are present.
14. Never leave the keys on the bus.
15. Fill fuel tank as required.
16. Report bus defects to supervisor.
17. Establish favorable working relationships with other drivers, maintenance personnel, teachers, students, principals, and total school staff.
18. Exhibit positive image as loyal representative of school district.
19. Participate in taking extra trips according to the established procedure.
20. Observe all procedures contained in State guidelines and the bus driver's manual.

### **B. Specific Performance Abilities**

1. Operate all vehicle types used in transporting students in the School District.
2. Know the transportation policy as it pertains to the riding area of school district.
3. Demonstrate knowledge of administrative guidelines as made by local, State, and Federal authorities.
4. Deal with behavioral characteristics of riders.
5. Administer disciplinary procedures in keeping with school policies.
6. Be alert and exercise good judgement concerning emergencies, disabled vehicles, and irregular special requests by parents of riders.
7. Know location of and be able to use and/or operate the emergency and first-aid equipment.

**C. Specific Legal Requirements To Be Met**

1. Meet school bus driver certification requirements.
2. Meet State requirements for appropriate licensing.
3. Meet State physical examination requirements.

**8650 - TRANSPORTATION BY SCHOOL VAN**

The following guidelines are established to implement Board of Education policy on transportation of students by school van. In addition to complying with the general transportation policies and guidelines, including the bus safety procedures and bus driver procedures, individuals are required to adhere to the following procedures:

**A. Driver Qualifications**

Drivers of school vans shall:

1. be eighteen (18) years of age with a minimum of two (2) years driving experiences;
2. maintain a semi-annual driving record check with:
  - a. no more than six (6) points within the last twenty-four (24) months;
  - b. no convictions for driving while under the influence of alcohol and/or a controlled substance during the last six (6) years (i.e., a violation of R.C. 4511.19);
  - c. no more than one (1) of the following serious traffic violations as defined in R.C. 4506.01(DD)(1) through (DD)(7) during the last twenty-four (24) months:
    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 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 year (i.e., last twelve (12) month period);
  - e. not received any violations that render the bus driver uninsurable by the District's Fleet Insurance Carrier;

as verified by a driving record obtained through the Ohio Department of Education (see also, Board Policy 8600.04 for bus driver certification requirements.) A driver having any of the above- referenced violations will be disqualified from operating a school van. The records obtained from the semi-annual records check will be maintained for a minimum of six (6) years.

3. hold a valid driver's license;
4. provide proof of financial responsibility or that s/he is insured by the Board to operate a school van and/or bus;
5. receive a satisfactory BCII report every six (6) years;

A satisfactory BCII report shall be required prior to the hiring of an individual as a new van driver, along with an FBI background check (i.e., an FBI background check will also be required prior to hiring new employees (see Policy 4121 for criminal history record check requirements).

6. be physically qualified to drive a school van (in the same manner as school bus drivers as determined by A.C. 3301-83-07), including:
  - a. operating a school van in normal and adverse driving conditions;
  - b. operating a school van for prolonged periods of time;
  - c. conducting extensive pre-trip inspections of the school van;
  - d. assisting with the loading and unloading of passengers;
  - e. lifting and managing special needs and pre-school children;

- f. managing and securing wheelchairs and other adaptive equipment;
  - g. evacuating passengers in emergency situations;
7. complete the following preservice training requirements:
- a. a four (4) hour minimum Ohio preservice driver curriculum (or other course approved by the Ohio Department of Education);
  - b. a driving performance evaluation and review;
  - c. provide evidence of training to the regional preservice instructor; and
  - d. possess a certificate of acknowledgement of van driver training; or
  - e. possess a current school bus driver certificate (which shall be considered as fulfilling the above requirements);
8. complete two (2) hours of annual inservice training as required by the District. Failure to complete the required annual inservice training may result in the revocation of the school van driver's certificate.

#### **B. Van Requirements**

Each school van shall meet the following requirements:

- 1. The school van shall be equipped with safety equipment as follows: fire extinguisher; first-aid kit; body fluid cleanup kit; fuses and spare fuses; and emergency reflectors.
- 2. The school van shall have a rooftop sign marked "School Transportation."
- 3. The name of the District shall be clearly marked on the side of the school van.
- 4. Each school van shall be inspected by a District mechanic at least twice a year. The inspection shall cover at the minimum all applicable requirements for the inspection of school buses, and periodic maintenance intervals must be established and implemented. Documentation and proof of such inspections and service procedures, in addition to all other required school vehicle records, shall be kept on file with the District's transportation department.
- 5. School van drivers shall complete and document a daily pretrip inspection prior to operating the school van.
- 6. Loading school vans shall be in compliance with the passenger, weight, and other associated restrictions as identified by the original equipment manufacturer.

#### **C. Van Driver Procedures**

- 1. Specific Responsibilities:
  - a. conduct pretrip inspection of school van prior to every trip;
  - b. prepare a trip ticket/travel certificate prior to transporting students that includes the following information:

1. school van number;
2. date and time of trip (i.e., departure and return times);
3. destination;
4. purpose/group being transported;
5. number of students on trip;
6. name of advisor/teacher/chaperone of trip;
7. name of driver;
8. directions/proposed route;
9. total miles;
10. meal stops planned, if applicable;
11. emergency contact/phone number;
12. signature of Superintendent (or designee);
13. use established routes and designated stops;
14. operate van on approved time schedule;
15. report van accidents and student injuries to authorities;
16. conduct emergency evacuation drills in keeping with school policies;
17. instruct riders regarding being responsible passengers;
18. drive defensively under varying traffic conditions and inclement weather;
19. drive with safety of riders as first priority;
20. report personal absences in time for supervisor to secure substitute driver;
21. report on and off the job at the proper time;
22. maintain personal fitness - emotional stability and physical capacity;
23. perform van housekeeping duties;
24. never leave the van when students are present;
25. never leave the keys in the van;
26. fill fuel tank as required;

27. report van defects to supervisor;
28. establish favorable working relationships with other drivers, maintenance personnel, teachers, students, principals, and total school staff;
29. exhibit positive image as loyal representative of school district;
30. participate in taking extra trips according to the established procedure;
31. observe all procedures contained in State guidelines and the bus/van driver's manual.

2. Specific Performance Abilities:

- a. know the transportation policy as it pertains to the riding area of the School District;
- b. demonstrate knowledge of administrative guidelines as made by local, State, and Federal authorities;
- c. deal with behavioral characteristics of riders;
- d. administer disciplinary procedures in keeping with school policies;
- e. be alert and exercise good judgment concerning emergencies, disabled vehicles, and irregular special requests by parents of riders;
- f. know location of and be able to use and/or operate the emergency and first-aid equipment.