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WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, DECEMBER 8, 2025, 7:00 P.M.
JAMES R. MCILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Motion for Approval and Signing of Minutes

V. Student/Staff Recognition

A. December Students of the Month

Student	Grade	School
Emily Kitzmiller	04	Franklin Elementary School
Clara Foote	04	Isham Elementary School
Landon Reid	04	Lincoln Elementary School
Claire Shaffer	04	Overlook Elementary School
Della Jones	04	Valley View Elementary School
Matthew Kalamets	05	Wadsworth Intermediate School
Mason Shriver	08	Wadsworth Middle School
Ty Racin	12	WHS Career-Technical
Robert Beatty	12	Wadsworth High School

VI. Administrative Discussion Items, Presentations, and Updates

A. Discussion: Draft Strategic Plan 2026-2030

B. Discussion: Ohio Department of Education & Workforce Designation of Wadsworth City School District in Fiscal Pre-Caution Status, per Ohio Revised Code 5705.39

VII. Public Participation

VIII. Administrative Items

A. Personnel Consent Items

1. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education and Workforce, with a license effective date of July 1, 2025, if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the board.)

a) Administrators

(1) Zachary Ockunzzi, eff. 1/12/2026

b) Non-teaching Employees

(1) Mariagnes Joyce
(2) Justina Kline

c) Certified Substitutes

(1) Jillian Hendershot
(2) Caylie Quarles

d) Classified Substitutes

(1) Shelley Moore, eff. 11/20/2025
(2) Rebecca Roe, eff. 12/1/2026

e) Supplemental Contracts

(1) Kristy Doyle, Competitive Cheer Coach
(2) Matthew Hulme, Asst. Wrestling Coach (Volunteer)
(3) Jon Larabee, 7th Grade Boys Basketball Asst. Coach (Volunteer)
(4) Luke Martin, WMS Boys Basketball Asst. Coach (Volunteer)
(5) Molly Palecek, Asst. Girls Basketball Coach (Volunteer)
(6) Bradley Squire, WMS Asst. Wrestling Coach (Volunteer)
(7) Will Virgin, Boys Freshman Basketball Coach, eff. 12/6/2025

f) Home Instructors

(1) Hope Zakany, eff. 11/19/2025

g) Volunteers

(1) Kevin Crow
(2) Patti Donofrio
(3) Sandra Guarino
(4) Adam Marino
(5) Elizabeth Sandor

2. Recommendation to extend the unpaid leave for Bruce Acker to January 6, 2026 (originally Board-approved to return December 8, 2025)

3. Recommendation to approve unpaid leave for Lora Fox from the end of her allowable sick leave through February 13, 2026

B. Action Consent Items

1. Recommendation to approve a second reading and adoption of the following Wadsworth City School District Board of Education policies:

a) 4162, Drug and Alcohol Testing of CDL License Holders Who Perform Safety-Sensitive Functions and are Subject to DOT Testing (revised)

b) 4162.01, Drug and Alcohol Testing of Employees Without CDL Licenses Who Transport Students in Alternative Vehicles (Non-DOT Testing) (new)

c) 8600, Transportation (revised)

d) 8600.04, Bus and Alternative Vehicle Driver Certification (revised)

e) 8640, Transportation for Non-Routine Trips (revised)

f) 8650, Transportation by Alternative Vehicles (revised)

2. Recommendation to accept the following donations:

a) $500 from Adam Byers
b) $500 from Anita Heyden-Waung
c) Buehler's gift cards, valued at $4,000, from MinuteMen OhioComp
d) $500 from the Blue Tip Festival, Inc.
e) (8) soccer goals from the Wadsworth Amateur Soccer Association, valued at $1,800 each
f) $3,000 from Mark Sandridge

3. Recommendation to approve an overnight trip to Marion, Ohio for Engineering Design and Technology students attending the National Robotics competition, departing April16 and returning April 18, 2026

4. Recommendation to authorize the Superintendent to sign the Akron Area YMCA Code of Conduct for YMCA Members, Participants, Guests and Third Parties

5. Recommendation to approve the Clinical Affiliation Agreement Counselor Education & Family Studies between Liberty University, Inc. and the Wadsworth City School District Board of Education

6. Recommendation to approve the Parker Foundation Terms and Conditions

7. Recommendation to approve the MatBoss, LLC Terms and Conditions

8. Recommendation to approve the Agreement for Admission for Non-Handicapped Tuition Pupils Pursuant to Sections 3327.04, 3327.06, 3323.14, and 3317.08 O.R.C. between the Barberton City School Board of Education and the Wadsworth City School District Board of Education for the 2025-2026 school year

9. Recommendation to approve the Contract for Non-Handicapped Open Enrollment Pupils/Agreement for Admission of Open Enrollment Pupils Non-Handicapped Pupils Pursuant to Sections 3301.48, 3313.97, and 3313.98 O.R.C. between the Barberton City School Board of Education and the Wadsworth City School District Board of Education for the 2025-2026 school year

10. Recommendation to approve the Contract for Children with Disabilities Open Enrollment/Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3313.98 OR.C., 3323.14 O.R.C., and Rule 3301-48-02(F) between the Barberton City School Board of Education and the Wadsworth City School District Board of Education for the 2025-2026 school year

IX. Items of the Treasurer

A. Action Items

1. Recommendation for the Wadsworth Board of Education to renew its membership in the Ohio School Boards Association for calendar year 2026

2. Call for the 2025 organizational meeting of the Wadsworth City School District Board of Education to be held January ??, 2026 at 7:00 p.m. in the Wadsworth High School Performing Arts Center and to appoint Amanda Gordon as president pro tem to open the meeting

3. Recommendation to accept the November 2025 financial reports as presented and subject to audit

X. Legislative Update

XI. Board Member Items

A. Ratification of Resignations

1. Barbara Crookes, Certified Teacher, retirement eff. 6/1/2026
2. Anne Dougherty, Certified Teacher, retirement eff. 6/1/2026
3. Zachary Ockunzzi, WIS Social Studies Dept. Head (50% supplemental contract), eff. 1/12/2026 (served 90 days)
4. Molly Palecek, 9th Grade Girls Basketball Coach
5. Laurie Ryder, Certified Teacher, retirement eff. 6/1/2026

XII. Executive Session

WHEREAS, a public board of education may hold an executive session only after a majority quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the purpose of the consideration of any of the following matters:

A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:

1. Appointment
2. Employment ✔
3. Dismissal
4. Discipline
5. Promotion
6. Demotion
7. Compensation
8. Investigation of charges/complaints (unless public hearing requested)

B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding

C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action

D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment

E. Matters required to be kept confidential by federal law or rules or state statutes

F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law

NOW, THEREFORE BE IT RESOLVED, that the Wadsworth City Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A2, D, and E as listed above.

XIII. Adjournment

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. Public participation is governed by Board Bylaw 0169.1 - Public Participation at Board Meetings.

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

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Stated Meeting
December 8, 2025

Agenda Detail Sheet

VIII. Administrative Items

A. Personnel Consent Items

1. Employments

a) Administrators

(1) Zachary Ockunzzi: Mr. Ockunzzi is being recommended to fill the interim assistant principal position at Wadsworth Intermediate School for the period of January 12 through May 29, 2026. The position will be available due to the maternity leave of Ms. Christa Goddard-Halicki.

b) Non-teaching Employees

(1) Mariagnes Joyce: Ms. Joyce is being recommended to fill the cafeteria helper position at Wadsworth Intermediate School that was left open when Ms. Jamee Porchowsky moved to another position within the district.

(2) Justina Kline: Ms. Kline is being recommended to fill the RBT special education aide position at the Grizzly Academy that was left open when Ms. Lynne Erjavec resigned.

B. Action Consent Items

1. **Board of Education Policies:** The second reading and adoption of the Wadsworth City School District Board of Education policies being recommended for approval is necessary to align our policies with recent changes in the Ohio Revised Code and other best practices.

4. **Akron Area YMCA:** The recommendation to authorize the Superintendent to sign the Akron Area YMCA Code of Conduct for YMCA Members, Participants, Guests and Third Parties is necessary for new requirements of the Wadsworth YMCA, a member of the Akron Area YMCA. As the Wadsworth YMCA operates out of our shared Community Center, our school district needs to sign the Code of Conduct as a third party.

5. **Liberty University, Inc.:** The Clinical Affiliation Agreement Counselor Education & Family Studies between Liberty University, Inc. and the Wadsworth City School District Board of Education being recommended for approval outlines the requirements of each entity as it relates to students from Liberty University, Inc. being placed in our school district for clinical and occupational experiences.

6. **Parker Foundation:** The Parker Foundation Terms and Conditions being recommended for approval will allow our school district to accept a donation of $2,500.00 from the Parker Foundation for use as a scholarship for a graduating senior in the class of 2026.

7. **MatBoss, LLC:** The MatBoss, LLC Terms and Conditions being recommended for approval will allow our school district to purchase the MatBoss program for use by our wrestling team.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting Date: November 17, 2025

The Wadsworth City Board of Education met in Regular Session on Monday, November 17, 2025, at **7:00** P.M. at James R. McIlvaine Performing Arts Center, 625 Broad Street.

ROLL CALL

Present	Batey, Gordon, Stevens, Beck, McComas
Absent	
Administrators	**13**
Staff	**6**
Visitors	**57**
Student Liaison	Ava Canada

PLEDGE OF ALLEGIANCE

25-11-158 APPROVAL OF BOARD MINUTES

The motion was made by **McComas**, seconded by **Stevens**, to approve the following Board of Education Meeting Minutes:

Special Meeting October 30, 2025

VOTE: Yea - Gordon, Stevens, Beck, McComas, Batey
Nay - None Motion Carried,

STUDENT/STAFF RECOGNITION

STUDENT	GRADE	SCHOOL
Connor Munyon	04	Franklin
Vivien Allen	04	Isham
Irish Price	04	Lincoln
Grace Grimley	04	Overlook
Harper Burger	04	Valley View
JT Heller	12	Grizzly Academy
Lauren Evans	06	WIS
Nura Hunt	08	WMS
Jillian Derr	12	WHS Career-Technical
Emily Hanson	12	WHS

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

A. Presentation by Sara Kopacko, Student Well-Being/Mental Health Coordinator, representing the Whole Child Team: Summary of Themes in the WCS Employee Survey.

B. Presentation by Eric Jackson, Director of Instruction and Prof. Development: State of Ohio Report Card.

C. Discussion: Draft Strategic Plan 2026-2030.

D. Discussion: Ohio Department of Education & Workforce Designation of Wadsworth City School District in Fiscal Pre-Caution Status, per Ohio Revised Code 5705.391.

E. Schedule Special BOE meeting for December 18, 2025, at 4:00 p.m.

PUBLIC PARTICIPATION

ADMINISTRATIVE ITEMS

25-11-159 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens**, seconded by **Batey**, to adopt the Personnel Consent Items A from the November 17, 2025, Regular Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Employment

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education and Workforce, with a license effective date of July 1, 2025, if he/she does not already have the said license and successfully meet all other pre-employment requirements of the Board.)

a) Classified Substitute

Dawn Allis
William Nelson

b) Supplemental Contracts

Amy Alexander	Varsity Asst. Gymnastics Coach
Anastasia Alvelo	Girls' Reserve Lacrosse Coach
Chris Beery	Indoor Track Coach (Vol.)
Heather Bemiller	Gymnastics Coach (Vol.)

John Burton	Indoor Track Coach (Vol.)	
Megan Dean	Indoor Track Coach (Vol.)	
Sophia Fortner	Girls' Asst. Basketball Coach (Vol.)	(eff. 11/12/25)
Amanda Gailey	Indoor Track Coach (Vol.)	
Zach Humrichouser	Indoor Track Coach (Vol.)	
Robby Kellner	Indoor Track Coach (Vol.)	
Sarah Masuoka	Varsity Gymnastics Coach (50%)	
Matt McConnell	Indoor Track Coach (Vol.)	
Tianna McCormick	Indoor Track Coach (Vol.)	
Sean Neely	Indoor Track Coach (Vol.)	
Matt Pavlak	Indoor Track Coach (Vol.)	
Kyle Snyder	Indoor Track Coach (Vol.)	
Kristen Stallman	Gymnastics Coach (Vol.)	
Maggie Tittle	Varsity Gymnastics Coach (50%)	

c) Volunteers

Claudia Dansby
Kelly Glover
Mary Linn
Jason Sulzener
Sam Turner

2. Recommendation to approve unpaid leave for Bruce Acker until December 8, 2025.

3. Recommendation to approve unpaid leave for Mallory Adams on November 4, 2025.

VOTE: Yea – Stevens, Beck, McComas, Batey, Gordon
Nay – None Motion Carried,

Nay – None Motion Carried,

25-11-160 Upon the recommendation of Superintendent Hill, the motion was made by **McComas**, seconded by **Batey**, to adopt the Action Consent Items from the November 17, 2025, Regular Meeting, as presented:

B. **ACTION CONSENT ITEMS**

1. Recommendation to accept the following donations:

a)	Wadsworth Band Boosters	$1,000
b)	Anonymous	$ 500

2. Recommendation to approve the Agreement for Admission for Tuition Pupils Pursuant to Sections 3327.04, 3327.06, 3323.14, and 3317.08 O.R.C. between the Toledo Public Schools Board of Education and the Wadsworth City Schools Board of Education for the 2025-2026 School Year. **(ATTACHED)**

3. Recommendation to approve the revised 2025-2026 school year/work year calendar. **(ATTACHED)**

4. Recommendation to approve the OHSAA Tournament Site Agreement between the Ohio High School Athletic Association and the Wadsworth City School District Board of Education. **(ATTACHED)**

5. Recommendation to approve the Work Authorization between Holabird & Root LLC and the Wadsworth City School District Board of Education. **(ATTACHED)**

6. Recommendation to approve the Proposal between Koorsen Fire & Security and the Wadsworth City School District Board of Education, for the period of June 16, 2025, through June 15, 2026, with the hourly rates listed in the proposal not starting until November 18, 2025. **(ATTACHED)**

7. Recommendation to offer to students the option of the following new course at Wadsworth High School, starting in the 2026-2027 school year:

   a) Money Mastery: Beyond the Basics

8. Recommendation to approve the Proposed Scope of Work between the Shared Services Alliance and the Wadsworth City School District Board of Education for the period of November 1, 2025, through June 30, 2026. **(ATTACHED)**

9. Recommendation to approve the following Memorandums of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education: **(ATTACHED)**

   a) Mentor
   b) Work Outside of the Workday and Outside of Regular Job Responsibilities

10. Recommendation to approve the revised Mentor job description. **(ATTACHED)**

11. Recommendation to approve the Memorandum of Understanding between Dental Outreach PLLC and the Wadsworth City School District Board of Education. **(ATTACHED)**

12. Recommendation to approve the Memorandum of Understanding between Lake Erie College and the Wadsworth City School District Board of Education. **(ATTACHED)**

13. Recommendation to approve the Contract between the Magical Theatre Company and the Wadsworth City School District Board of Education. **(ATTACHED)**

14. Recommendation to approve Rice's Landscapes Redefined Playground Mulch Installation Proposal. **(ATTACHED)**

15. Recommendation to allow the following students to continue to attend the Wadsworth City School District, per Ohio Revised Code 3313.64(F)(10):

    a) John Artwell
    b) William Snyder
    c) Sarrina McIntire

16. Recommendation to approve a first reading of the following Wadsworth City School District Board of Education policies:

a)	4162	Drug and Alcohol Testing of CDL License Holders Who Perform Safety-Sensitive Functions and are Subject to DOT Testing (revised)
b)	4162.01	Drug and Alcohol Testing of Employees Without CDL Licenses Who Transport Students in Alternative Vehicles (Non-DOT Testing) (new)
c)	8600	Transportation (revised)
d)	8600.04	Bus and Alternative Vehicle Driver Certification (revised)
e)	8640	Transportation for Non-Routine Trips (revised)
f)	8650	Transportation by Alternative Vehicles (revised)

VOTE: Yea – Beck, McComas, Batey, Gordon, Stevens
Nay – None Motion Carried,

ITEMS OF THE TREASURER

25-11-161 Upon the recommendation of Treasurer Beeman, the motion was made by **Stevens**, seconded by **Batey**, to adopt the Action Items from the November 17, 2025, Regular Meeting, as presented:

A. **ACTION ITEMS**

1. Recommendation to accept the financial reports as presented and subject to audit.

VOTE: Yea – McComas, Batey, Gordon, Stevens, Beck
Nay – None Motion Carried,

LEGISLATIVE UPDATE

TIM BECK:

H.B. 10 Policy prohibiting the purchase of lab produced meat.
S.B. 19 6th Hearing: Math improvement monitoring plan for qualified students.

BOARD MEMBER ITEMS

25-11-162 The motion was made by **Stevens**, seconded by **McComas**, to adopt the Board Member Item Ratification of Resignations from the November 17, 2025, Regular Meeting, as presented:

A. **RATIFICATION OF RESIGNATIONS**

1.	Robert Earle	Certified Teacher	(retire 06/01/26)
2.	David Szabo	Non-Teaching Employee	(eff. 11/06/26)

VOTE: Yea – Batey, Gordon, Stevens, Beck, McComas
Nay – None Motion Carried,

AVA CANADA: Arts

- Last week, Rhythm in Red and Royal Sensation performed a song, "*The Three Patriotic Treasures*", for our Veterans' Day assembly.
- The play "*Lost Girl*" was performed this past weekend. Congratulated the cast for an amazing performance.

- Speech and Debate hosted a tournament, which was an amazing turnout with many Wadsworth students receiving top placements and many honorable mentions.

Academics

- A few weeks ago, the WIS, Middle School, and High School Grizzly leaders got together with Spark Medina and made cards for our local elders to bring them a little spark of joy when many of them can experience loneliness over the holidays.
- The Veterans' Day assembly was last week. Before the assembly, the Student Council hosted a breakfast for the veterans being honored. We were able to sit and talk with the veterans, hearing some of their stories and spending time reminiscing about many of their favorite memories from their service.
- Senior leaf raking was this past Thursday. We were blessed with some amazing weather, and the Senior class not only finished all of their assigned houses, but many of us were also able to return to help other houses rake leaves.
- CCP applications are now open for Sophomores and Juniors for the 2026-27 school year. Visit the guidance office for assistance and join Google Classroom. You can also find the code in the Guidance office.

Athletics

- All of the fall sports have officially ended. We had many amazing seasons. Expressed missing those Friday night lights, but is looking forward to our winter sports starting.

JULIE BATEY: Announced school newsletters are promoting the Salvation Army Fund Drive to assist families in need. Additionally, numerous resources are available to ensure that our families in need receive the support they require. Wished a Happy Thanksgiving to everyone.

TIM BECK: Shared that he attended the Four Cities Compact Showcase held at WHS, which highlighted each of the compact programs from all four schools. All 10th-grade students from each of the four schools had the opportunity to learn about the various career and technical programs. Special recognition to the compact staff for putting it together. The past weekend, Lost Girl was presented by the Off-Broad Street Players at WHS. He highlighted the improved communication coming from WCS via social media.

GARY McCOMAS: Congratulated all the fall sports teams, with many making deep tournament runs. Best of luck to the winter sports teams. Happy Thanksgiving.

JILL STEVENS: Congratulated Julie and Amanda on their re-election and welcomed Tom Fisher. Mentioned the Veterans' Day assemblies that took place at each of the buildings. Highlighted the Board's recent meeting with PTO presidents.

AMANDA GORDON: Recognized the Speech and Debate team for hosting the recent tournament and asked if results could be shared with the Board so they can recognize these students. Recognized Girls' CC and Volleyball teams for their successful fall season. Acknowledged the football team for their effort Friday night and noted the outstanding community support at Art Wright Stadium and throughout the community. Happy Thanksgiving.

EXECUTIVE SESSION

WHEREAS, a public board of education may hold an executive session only after a majority of a quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

A. To consider one or more, as applicable, of the check-marked items with respect to a public employee or official:

1. Appointment
2. Employment
3. Dismissal
4. Discipline
5. Promotion
6. Demotion
7. Compensation
8. Investigation of charges/complaints (unless public hearing requested).

B. To consider the purchase of property for public purposes or for the sale of property at competitive bidding.

C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.

D. ***Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.***

E. ***Matters required to be kept confidential by Federal law, rules, or State statutes.***

F. Regularized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law.

NOW, THEREFORE, BE IT RESOLVED, that the Wadsworth City Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A2, D, and E as listed above.

EXECUTIVE SESSION

25-11-163 The motion was made by **Stevens,** seconded by **McComas**, to enter Executive Session at **8:53** p.m.

VOTE: Yea – Gordon, Stevens, Beck, McComas, Batey
Nay – None Motion Carried,

EXECUTIVE SESSION recessed at **11:15** p.m.

ADJOURNMENT

25-11-164 The motion was made by **Stevens**, seconded by **McComas**, to adjourn at **11:16** p.m.

VOTE: Yea – Stevens, Beck, McComas, Batey, Gordon
Nay – None Motion Carried,

(Signed)_____
Amanda Gordon, President

(Attested)_____
Douglas D. Beeman, Treasurer

Book	Policy Manual
Section	Special Update - Transportation Supplement - October 2025 OH
Title	Special Update - Transportation Supplement - October 2025 OVERVIEW
Code	01 - OVERVIEW
Status	From Neola

OHIO LOCAL SPECIAL UPDATE OVERVIEW AND COMMENTS

TRANSPORTATION SUPPLEMENT

OCTOBER 2025

All production-related materials and questions should be directed to the Coshocton Office at 632 Main Street, Coshocton, Ohio 43812 (phone: 800-407-5815, email: production@neola.com). Billing questions should be directed to the Stow Office at 3914 Clock Pointe Trail, Suite 103, Stow, Ohio 44224 (phone: 330-926-0514, fax: 330-926-0525, email: accounts@neola.com).

Please do not retype Neola materials before returning them for processing. We prefer to have the original materials returned after you have marked them, indicating which changes and additions you choose to have/not have for your District. If a District decides not to adopt a policy or an administrative guideline, the District is still obligated to follow applicable Federal and State laws relating to that section.

The proposed new, revised, and replacement policies, administrative guidelines, and forms included in this update have been thoughtfully prepared and reviewed by Neola's legal counsel for statutory compliance. If you make changes or substitute, in their entirety, policies or other materials of your own drafting, those materials should be reviewed by your legal counsel to verify compliance. Neola does not review district-specific edits to update materials or District-specific policies for statutory compliance.

If a policy or guideline is marked as a revision, the changes have been marked in bold (to add material) and crossed out (to delete material). As you review a revised policy or guideline, you may choose to accept one, many, or all of the changes provided. If a policy or guideline is marked as a replacement, that means there have been enough changes made that justify a complete, clean replacement copy. As you review a replacement policy or guideline, you should also check the materials you have in your current policy or guideline to see if there is some specific wording you want to include in the replacement policy. If so, any text from the current policy should be added using "Track Changes" or the editing tools in the BoardDocs platform in the replacement policy or guideline before returning it electronically to the Coshocton office for processing.

If the District authors language and adds that language to a policy template, or deletes content that is not marked as a choice in the policy template, then these actions will constitute District-specific edits.

If you are not an administrative guidelines client, you did not receive those materials in this packet. Contact your Associate for more information about becoming an administrative guidelines client.

Processing Update Materials

If you will be making changes to these Update documents electronically, use "Track Changes" or the editing tool in the BoardDocs platform to mark the Neola materials, indicating which of the proposed revisions and additions you choose to include or not include for your District, or to make additional edits, before returning them electronically for processing. Be sure to leave the "track changes" and marked-up version as the one you submit to the production office in Coshocton, Ohio.

District-Specific Material

If the District chooses, during any step of the Update process, to incorporate District-specific material into a new policy or guideline that has been proposed or to insert District-specific material into a current policy or guideline for which revisions have been proposed in an update issued by Neola, then the District agrees to hold Neola harmless for those District-specific edits and acknowledges that Neola's warranty for legal challenges to that District-specific language in that policy or guideline will not be in effect. In addition, Neola retains ownership of the text from the original policy template that remains in a policy to which District-specific material has been added. District-specific materials include the following:

A. Materials from the District's existing materials that the District requests be incorporated during the drafting process;

B. New materials that the District develops, in their entirety, and exclusive of Neola; and

C. Revisions or deletions that substantively depart from Neola's templates.

Further, Neola does not recommend the use or incorporation of District-specific materials. Neola will, at the request of the District, incorporate District-specific materials into the licensed materials, with the implicit understanding that the District bears all risks associated with the District's decision to request that such District-specific materials be incorporated. Neola reserves the right, but is not obligated, to advise the District to seek its own legal review of District-specific materials.

Notice Regarding Legal Accuracy

Neola is vigilant in providing policy language to clients that has been vetted for legal accuracy by outside legal counsel. Should questions arise as to the legal compliance or accuracy of Neola materials, it is our expectation that Neola's counsel would have the opportunity to assist in the resolution of such a claim. Please notify the Neola corporate office if an issue arises in which such a review or assistance is necessary.

Policies in this update have been reviewed by either Ennis Britton Co., L.P.A. or Peters Kalail & Markakis Co., L.P.A. for consistency with Federal and State law.

BYLAWS AND POLICIES

Policy 4162 - Drug and Alcohol Testing of CDL License Holders Who Perform Safety-Sensitive Functions (Revised)

This policy has been revised to reflect the statutory and regulatory changes to the Return-to-Duty ("RTD") process as required by the Federal Motor Carrier Safety Administration ("FMCSA"), including evaluation by a qualified Substance Abuse Professional, education and/or treatment, and follow-up evaluation.

This revision should be adopted to maintain compliance with current requirements.

Policy 4162.01 - Drug and Alcohol Testing of Employees Without CDL Licenses Who Transport Students in Alternative Vehicles (Non-DOT Testing) (NEW)

This policy has been added to reflect regulatory changes to the qualifications of drivers of alternative vehicles, including the need for drug and alcohol testing for non-DOT drivers.

Policy 8600 - Transportation (Revised)

This policy has been revised to reflect new regulations affecting alternative vehicles.

Policy 8600.04 - Bus and Alternative Vehicle Driver Certification (Revised)

Language in this policy has been revised to reflect new terminology in state regulations for alternative vehicles, as well as corrections to references for background check disqualifying offenses.

Policy 8640 - Transportation for Non-Routine Trips (Revised)

These revisions add language reflecting Ohio Revised Code authorizing school districts to provide transportation services for other entities. Revisions also address the use of multifunction school activity buses and the use of alternative vehicles as authorized by House Bill 54.

Policy 8650 - Transportation by Alternative Vehicles (Revised)

House Bill 54 and House Bill 96 were enacted in 2025, along with Pupil Transportation rule changes promulgated by the Ohio Department of Education and Workforce ("DEW"). Revisions to these policies and related administrative guidelines reflect those changes.

ADMINISTRATIVE GUIDELINES

AG 4162A - Memorandum to CDL License Holders Regarding the District's Drug and Alcohol Testing Program (Revised)

See note on Policy 4162.

AG 8600 - Transportation (Revised)

Updates reflect current procedures in managing non-compliance violation notifications, student conduct management on buses, impractical procedures, and use of alternative vehicles. These update recent regulatory updates in both Ohio Revised Code and Ohio Administrative Code.

AG 8605 - Bus Safety Procedures (Revised)

Updates reflect current regulations regarding the use of cell phones on school buses, student emergency medical information, and address regulatory changes in administrative code, particularly requiring transportation safety procedures.

AG 8670 - Transportation Cost Analysis (Revised)

This guideline has been updated to provide more direction in the preparation and use of regular transportation cost analysis procedures.

COMMENTS

Reviewing Board Minutes

A feature of your subscription to the Update Service is the review of your District’s Board minutes to identify action that results in new policy or revision to existing policy. If such action has been taken and copies of the related materials have not been submitted to the Coshocton Office, the District will be contacted and additional information regarding the action will be requested. Please take advantage of this valuable service by sending copies of your Board minutes to the Coshocton Office for review.

Book	Policy Manual
Section	Ready for Production December 2025
Title	Special Update - Transportation Supplement - October 2025 Revised DRUG AND ALCOHOL TESTING OF CDL LICENSE HOLDERS WHO PERFORM SAFETY-SENSITIVE FUNCTIONS AND ARE SUBJECT TO DOT TESTING
Code	po4162
Status	
Adopted	November 19, 2007
Last Revised	May 11, 2020

Revised Policy - Special Update

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

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

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

A. The term *alcohol* means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

B. The term *illegal drug* means drugs and controlled substances, the possession or use of which is unlawful, pursuant to Federal, State, and local laws and regulations.

C. The term *controlled substance* includes any illegal drug and any drug that is being used illegally, such as a prescription drug that was not legally obtained or not used for its intended purposes or in its prescribed quantity. The term does not include any legally-obtained prescription drug used for its intended purpose in its prescribed quantity unless such use would impair the individual's ability to safely perform safety-sensitive functions.

D. The term *controlled substance abuse* includes excessive use of alcohol as well as prescribed drugs not being used for prescribed purposes, in a prescribed manner, or in the prescribed quantity.

E. The term *safety-sensitive functions* includes all tasks associated with the operation and maintenance of Board-owned vehicles. This term further includes any period in which an individual is actually performing, ready to perform, or immediately available to perform any safety-sensitive function.

F. The term *CDL license holder* means all regular and substitute bus drivers, other CDL-licensed staff members who may drive students in Board-owned vehicles or inspect, repair, and maintain Board-owned vehicles.

G. The term *while on duty* means all time from the time the CDL license holder begins to work or is required to be in readiness for work until the time the CDL license holder~~s/he~~ is relieved from work and all responsibility for performing work.

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

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

A. Marijuana

B. Cocaine

C. Opioids

D. Amphetamines

E. Phencyclidine (PCP)

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

[DRAFTING NOTE: CHOOSE OPTION #1 OR OPTION #2]

[X] OPTION #1

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

~~**[ ] OPTION #2**~~

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

~~**[ ]** Candidates shall also be tested for the presence of alcohol in their system prior to employment.~~

~~**[END OF OPTIONS]**~~

Post accident testing applies to the following situations:

A. **Test for both alcohol and controlled substances:** The accident involved the loss of human life.

B. **Test for alcohol:** The employee receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

   a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

   b. One (1) or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

C. **Test for controlled substances:** The employee receives a citation within thirty-two hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

   1. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

   2. One (1) or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
   3.

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

Furthermore, if during any test the lab determines that an adulterant has been added to the specimen, then:

A. **(X)** the test will be considered positive, and the employee shall be prohibited from driving any school vehicle and be referred to the District's Employee Assistance Program; and/or~~.~~

B. **(X)** the employee will be re-tested with an observed collection to prevent the addition of an adulterant to the specimen.

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

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

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

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

A. reports for duty or performs work while having an alcohol concentration of any detectable amount~~0.04 or greater~~ or performs safety-sensitive functions within four (4) hours after using alcohol

B. reports for duty or performs work while testing positive for using a controlled substance, or while being under the influence of a controlled substance

C. refuses to disclose any therapeutic drug use or submit to drug and/or alcohol testing

D. alters or attempts to alter or unduly influence alcohol and/or drug testing results

E. fails to remain readily available for post-accident testing (including refraining from the use of alcohol for eight (8) hours following the accident or until undergoing a post-accident alcohol test, whichever occurs first, and notifying the staff member's~~his/her~~ supervisor of the staff member's~~his/her~~ location, if the staff member leaves the scene of the accident prior to the submission of a post-accident test, unless the staff member's departure is to obtain necessary emergency medical care)

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

A. the dangers of illegal drug use and controlled substances and alcohol abuse;

B. Board Policy 4122.01 - Drug-Free Workplace, Policy 4161 - Unrequested Leaves of Absence/Fitness for Duty, Policy 4170 - Substance Abuse, and Policy 4170.01 - Employee Assistance Program;

C. the topics identified in AG 4162A;

D. the sanctions that may be imposed for violations of Policy 4122.01.

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

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

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

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

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

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

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

A. testing of all first and second test urine samples

B. clear and consistent communication with the District's Medical Review Officer ("MRO") (may be provided through the contract with a certified testing facility)

C. methodology and procedures for conducting random tests for controlled substances and alcohol

D. preparation and submission of all required reports to the District, the MRO, and to Federal and State governments

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

Notification

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

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

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

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

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

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

Reporting Test Results

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

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

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

A. the contact information for the ~~( )~~ _Transportation Supervisor_____, who is the individual designated by the Board to answer questions about the educational materials

B. a statement that all CDL License Holders and other employees who perform safety-sensitive functions are subject to Federal law addressing the misuse of alcohol and other controlled substances

C. information sufficient to make clear to employees the period of the work day during which they are required to comply with the regulations

D. information concerning prohibited conduct

E. the circumstances under which employees are subject to testing for alcohol and/or controlled substances

F. the procedures for testing for the presence of alcohol and controlled substances in order to protect the employee and the integrity of the testing process, to safeguard the validity of the test results, and to confirm the results are attributed to the correct employee, including post-accident information, procedures, and instructions required under Federal regulations

G. the requirement that staff members must submit to alcohol and controlled substance testing as required by the regulations

H. an explanation of what constitutes a refusal to be tested for alcohol or controlled substances and the attendant consequences

I. the consequences of testing positive, including the requirements of immediate removal from safety-sensitive functions, and the procedures regarding referral, evaluation, and treatment

J. the consequences for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04

K. information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol problem (the employee's or a co-worker's); and available methods of intervening when a drug or alcohol and/or controlled substances problem is suspected (including confrontation and how to refer someone to an Employee Assistance Program or to management), and

L. information regarding the requirement that certain personal information collected and maintained under Federal law be reported to the Commercial Driver's License Drug and Alcohol Clearinghouse

M. indicating that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, is prohibited on all School Board~~school board~~ property and at school-sponsored activities

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

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

Return-to-Duty (Safety-Sensitive Positions)

Employees who are removed from performing safety-sensitive functions as a result of this policy must complete the Return-to-Duty ("RTD") process as required by the U.S. Department of Transportation ("DOT") regulations and their Federal Motor Carrier Safety Act ("FMCSA") Drug and Alcohol Clearinghouse status must be changed from "prohibited" to "not prohibited" before resuming safety-sensitive duties. The RTD process requires an evaluation by a qualified Substance Abuse

Professional ("SAP"), successful compliance with the SAP's prescribed education and/or treatment program, and a follow-up evaluation by the SAP determining that the employee has complied with the program. The employee must then complete a DOT return-to-duty test and obtain a verified negative drug test result and/or an alcohol test result of less than 0.02 before being permitted to return to the performance of safety-sensitive functions.

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

Subject to any collective bargaining agreement or other legal requirements, employees who are otherwise eligible to resume safety-sensitive functions may not do so without the Superintendent's approval.
~~Employees who are removed from performing safety-sensitive functions as a result of this policy must take and pass a return-to-duty test before returning to performing safety-sensitive functions. The return-to-duty test will not occur until after a Substance Abuse Professional (SAP) has determined that the employee has successfully complied with prescribed education and/or treatment. The employee must have a negative drug test result and/or an alcohol test with an alcohol concentration of less than 0.02 before resuming performance of safety-sensitive duties. The employee will not be permitted to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the return-to-duty test.~~

~~Subject to any collective bargaining agreement or other legal requirements, employees who are eligible to return to performing safety-sensitive functions may not do so without the approval of the Superintendent.~~

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

Book	Policy Manual
Section	Ready for Production December 2025
Title	Special Update - Transportation Supplement - October 2025 New DRUG AND ALCOHOL TESTING OF EMPLOYEES WITHOUT CDL LICENSES WHO TRANSPORT STUDENTS IN ALTERNATIVE VEHICLES (Non-DOT Testing)
Code	po4162.01
Status	

New Policy - Special Update

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

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

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

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

A. The term *alcohol* means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

B. The term *illegal drug* means drugs and controlled substances, the possession or use of which is unlawful, pursuant to Federal, State, and local laws and regulations.

C. The term *controlled substance* includes any illegal drug and any drug that is being used illegally, such as a prescription drug that was not legally obtained or not used for its intended purposes or in its prescribed quantity. The term does not include any legally-obtained prescription drug used for its intended purpose in its prescribed quantity unless such use would impair the individual's ability to safely perform safety-sensitive functions.

D. The term *controlled substance abuse* includes excessive use of alcohol as well as prescribed drugs not being used for prescribed purposes, in a prescribed manner, or in the prescribed quantity.

E. The term *transporting students* includes all tasks associated with the operation and maintenance of Board-owned alternative vehicles. This further includes any period in which an individual is actually performing, ready to perform, or immediately available to perform any safety-sensitive function.

F. The term *alternative vehicles* includes all vehicles that are designed for nine (9) passengers or less that do not meet school bus construction standards. These vehicles do not meet the Federal definition of commercial motor vehicles, and do not require a CDL license to operate.

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

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

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

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

A. Marijuana

B. Cocaine

C. Opioids

D. Amphetamines

E. Phencyclidine (PCP)

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

~~**[DRAFTING NOTE: SELECT OPTION #1 OR OPTION #2]**~~

[XX] [OPTION #1]

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

~~**[END OF OPTION #1]**~~

~~**[ ] [OPTION #2]**~~

~~The drug tests are to be conducted similar to Federal DOT regulations a.) prior to employment, b.) for reasonable suspicion, c.) upon return to duty after any alcohol or drug rehabilitation, d.) post-accident, e.) on a random basis, and f.) on a follow-up basis.~~

~~**[ ]** Candidates shall also be tested for the presence of alcohol in their system prior to employment.~~

~~**[END OF OPTION #2]**~~

~~**[END OF OPTIONS]**~~

Post accident testing applies to the following situations:

A. **Test for both alcohol and controlled substances:** The accident involved the loss of human life.

B. **Test for alcohol:** The employee receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

   a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

   b. One (1) or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

C. **Test for controlled substances:** The employee receives a citation within thirty-two hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

   1. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

   2. One (1) or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

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

Furthermore, if during any test the lab determines that an adulterant has been added to the specimen, then:

A. **(X)** the test will be considered positive and the employee shall be prohibited from driving any school vehicle ~~and be referred to the District's Employee Assistance Program~~; and/or

B. **(X)** the employee will be re-tested with an observed collection to prevent the addition of an adulterant to the specimen.

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

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

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

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

A. reports for duty or performs work while having an alcohol concentration of ~~**( )** 0.04~~ **(X)** any detectable amount ~~or greater **[END OF OPTION]**~~ or provides student transportation within four (4) hours after using alcohol

B. reports for duty or performs work while testing positive for using a controlled substance, or while being under the influence of a controlled substance

C. refuses to disclose any therapeutic drug use or submit to drug and/or alcohol testing

D. alters or attempts to alter or unduly influence alcohol and/or drug testing results

E. fails to remain readily available for post-accident testing (including refraining from the use of alcohol for eight (8) hours following the accident or until undergoing a post-accident alcohol test, whichever occurs first, and notifying the staff member's supervisor of their location, if the staff member leaves the scene of the accident prior to the submission of a post accident test, unless the staff member's departure is to obtain necessary emergency medical care).

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

A. the dangers of illegal drug use, and controlled substance and alcohol abuse;

B. Board Policy 4122.01 - Drug-Free Workplace, Policy 4161 - Unrequested Leaves of Absence/Fitness for Duty, Policy 4170 - Substance Abuse, and Policy 4170.01 - Employee Assistance Program;

C. the topics identified in AG 4162A;

D. the sanctions that may be imposed for violations of Policy 4122.01.

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

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

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

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

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

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

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

A. testing of all first and second test urine samples;

B. clear and consistent communication with the District's Medical Review Officer ("MRO") (may be provided through the contract with a certified testing facility);

C. methodology and procedures for conducting random tests for controlled substances and alcohol;

D. preparation and submission of all required reports to the District and the MRO.

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

Notification

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

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

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

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

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

Reporting Test Results

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

Educational Materials Related to Certain Board Policies and Procedures

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

License Holders and other employees transport students in alternative vehicles. The educational materials will include, at a minimum, the following:

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

B. a statement that all CDL License Holders and other employees who transport students in alternative vehicles are subject to Board policies addressing the misuse of alcohol and other controlled substances

C. information sufficient to make clear to employees the period of the work day during which they are required to comply with the regulations

D. information concerning prohibited conduct

E. the circumstances under which employees are subject to testing for alcohol and/or controlled substances

F. the procedures for testing for the presence of alcohol and controlled substances in order to protect the employee and the integrity of the testing process, to safeguard the validity of the test results, and to confirm the results are attributed to the correct employee, including post-accident information, procedures, and instructions required under Federal regulations

G. the requirement that staff members must submit to alcohol and controlled substance testing as required by the District policy

H. an explanation of what constitutes a refusal to be tested for alcohol or controlled substances and the attendant consequences

I. the consequences of testing positive, including the requirements of immediate removal from student transportation functions, and the procedures regarding referral, evaluation, and treatment

J. the consequences for employees found to have an alcohol concentration of ~~**( )** 0.02 or greater but less than 0.04~~ **(X)** any detectable amount **[END OF OPTION]**

K. information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol problem (the employee's or a co-worker's); and available methods of intervening when a drug or alcohol and/or controlled substances problem is suspected (including confrontation and how to refer someone to an Employee Assistance Program or to management), and

L. indicating that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, is prohibited on all school board property and at school-sponsored activities

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

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

Return-to-Duty (Safety-Sensitive Positions)

~~**[DRAFTING NOTE: PLEASE CHOOSE ONE OF THE FOLLOWING OPTIONS]**~~

~~**[ ]** Employees who are removed from student transportation functions as a result of this policy will not be returned to duty and will be terminated.~~

~~**[OR]**~~

[X] Employees who are removed from student transportation functions as a result of this policy may be subject to discipline, up to and including termination. If an employee is not terminated, the employee must complete, a minimum, the following Return-to-Duty process:

A. Must be evaluated by a qualified Substance Abuse Professional ("SAP")

B. Must successfully comply with and complete the SAP's prescribed education and/or treatment program

C. Must have a follow-up evaluation by the SAP determining that the employee has complied with the program

D. Must complete a return-to-duty drug and alcohol test and obtain a verified negative drug test result and/or an alcohol test result of **(X)** no detectable amount ~~**( )** less than 0.02 **[END OF OPTION]**~~ before being permitted to return to the performance of student transportation functions

E. Employees must comply with the SAP's written follow-up testing plan which will be administered by the District

An employee that fails to comply with any of the above shall not be returned to duty.

~~**[END OF OPTIONS]**~~

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

Legal References:

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

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Legal

34 C.F.R. Part 84

49 C.F.R. Part 382

49 C.F.R. Part 40

R.C. 3796.28

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8600 - **TRANSPORTATION**

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

School buses and vehicles other than school buses shall be purchased, housed, and maintained by the Board for the transportation of resident students who meet at least one (1) of the following criteria:

A. The student lives one (1) mile or more from his/her assigned school within the district or to his/her nonpublic or community school;

B. The student's daycare provider he/she is transported to/from is located one (1) mile or more from his/her assigned school within the district or to his/her nonpublic or community school; and/or,

C. The student attends the Wadsworth City School District Bear Cub Academy.

A student who lives less than one (1) mile or whose daycare provider lives less than one (1) mile from the student's assigned school within the district or to the student's nonpublic or community school is within allotted walking limits and will not be transported unless the parent/guardian of the student has requested transportation and there is available room on an existing bus route. If there is available room on an existing bus route, the Transportation Supervisor will determine if the student will be picked up from an existing bus stop or if a new bus stop will be added to the route. The default will be to use an existing bus stop on the route but the Transportation Supervisor can determine whether to add a new stop after considering the factors involved in the request (e.g. safety, cost). Determination of "available space" is made by the Transportation Supervisor, in accordance with transportation laws and guidelines on capacity. If it is determined that space is available and the student can be transported, this decision can change throughout the school year based upon the continued availability of space, with students who live one (1) mile or more (as described above), receiving priority for transportation over those who live less than one (1) mile (as described above). The Superintendent may substitute smaller buses for reasons of economy or efficiency of operation.

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

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

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

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

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

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

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

The Board authorizes t~~T~~he Superintendent to ~~may~~ determine that it is impractical to transport a student to a community or nonpublic school after considering the factors enumerated under State law. The determination for payment-in-lieu of transportation will be made at least thirty (30) calendar days prior to the District's first day of student instruction, or no later than fourteen (14) calendar days if a student is enrolled less than thirty (30) days prior to the first day of instruction or after the start of the school year, and such determination must be formalized through a resolution passed by the Board at its next scheduled meeting. If transportation is determined to be impractical, the Board will issue a letter to the student's parent/guardian, the community or nonpublic school, and the Department of Education & Workforce (DEW) detailing the reason(s) why the determination was made. Parent(s)/guardians shall be provided payment-in-lieu of transportation at an ~~the~~ amount established by State law unless otherwise directed by action of the DEW. Parents/guardians may authorize the community or nonpublic school where their student is enrolled to act on their behalf at any time after requesting transportation.

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

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

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

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

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

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

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

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

A. the number of students in the vehicle does not exceed nine (9);

B. the District regularly transports students to that chartered nonpublic or community school;

C. the driver has a valid driver's license, is accustomed to driving the vehicle, and meets all statutory and administrative requirements to drive that vehicle including, but not limited to, pre-service and in-service training, pre-employment drug testing, criminal background checks, and participation in random drug testing ;

D. the driver may not stop on the roadway to load or unload passengers;

E. the driver and all passengers are expected to comply with State laws regarding child and occupant restraint devices and safety while in the motor vehicle.

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

Transporting Homeless Students

Students meeting the Federal definition of homeless will be transported via an approved method, as appropriate, from their temporary place of residence to their school ~~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 a ~~the~~ homeless student's temporary residence is located outside the boundaries of the District, the Liaison for Homeless Children will coordinate with the Director of Transportation to contact the district in which the student temporarily resides to arrange for joint transportation of the student and to seek inter-district agreement on a method for apportioning the cost of such joint transportation. In no event will a homeless student be denied enrollment based on issues related to student transportation.

Travel Times for the Transportation of Children with Disabilities

Each school district shall establish its own reasonable travel time. Travel time is defined as beginning at the initial pickup of the child and ending with the final arrival at the school destination.

The school district shall develop its travel time standard, approved by the district's board of education, and shall consider the following factors: age of the child, condition of disability, geographic size of the school district, location of the special education class, traffic patterns, and roadway conditions.

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

A.C. 3301-51-10, 3301-83-01 et seq., 3301-83-08
R.C. 3313.66, 3314.09, 3314.091, 3319.41, 3327.01 et seq.

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

Revised 5/11/09
Revised 4/14/14
Revised 6/13/16
Revised 9/9/19
Revised 11/15/21
Revised 10/10/22
Revised 9/26/23
Revised 1/3/24

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

R.C. 3313.66, 3314.09, 3314.091, 3319.41, 3327.01 et seq., 4511.01 (F)

R.C. 4511.75 et seq.

42 U.S.C. 11431 et seq.

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Revised Policy - Special Update

8600.04 - **BUS AND ALTERNATIVE VEHICLE DRIVER CERTIFICATION**

It is the policy of the Board of Education that all bus and alternative vehicle drivers obtain and hold proper certification under standards for school bus and alternative vehicle drivers established within the Ohio Revised Code. It is also the purpose of this Board to protect its students from drivers whose certification is invalidated by the Ohio Point Law or point standards of this District or other disqualifying offense or condition. ~~The minimum age to operate a school bus is twenty-one (21) years of age, and the minimum age to operate a van is **( )** eighteen (18) **( )** twenty-one (21) **[END OF OPTION]** years of age.~~

A copy of each new school bus driver's complete driving record must be obtained from the Ohio Department of Education and Workforce ("DEW") prior to allowing the school bus driver to operate a school bus or school vehicle for the first time. In accordance with State pupil transportation regulations, the Superintendent shall request the administrator in charge of transportation to conduct at least a semi-annual review of each school bus driver's (i.e., current bus drivers and those newly hired bus drivers who remain employed with the Board) driving record through the DEW to determine that such drivers meet the following qualifications at a minimum:~~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. **(X)** not received any violations that render the bus driver uninsurable by the District's Fleet Insurance Carrier; **[END OF OPTION]**

F. ~~**( )** _____ **[other] [END OF OPTION]**.~~

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

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

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

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

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

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

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

Satisfactory shall be defined by the standards in Ohio Administrative Code 3301-83-23.~~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 **(X)** unless the person meets the rehabilitation standards prescribed for non-licensed school employees **[END OF OPTION]**.

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

A. information pertaining to the ~~bus~~ driver has been submitted to the DEW, including the name of the Board, name of the ~~bus~~ driver, driver's license number, date of birth, date of hire, status of physical evaluation, and status of training; and

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

[X] The Superintendent

~~**[OR]**~~

~~**[ ]** The Educational Service Center Superintendent (if transportation is contracted through the ESC)~~

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

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

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

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Revised Policy - Special Update

8640 - **TRANSPORTATION FOR NON-ROUTINE TRIPS**

The Board of Education may~~shall~~ use school buses and/or alternative vehicles other than school buses (e.g., vans) for transportation of passengers for purposes other than regularly scheduled routes to and from school (e.g., on field trips and other District-sponsored trips). Pre-trip inspections will be conducted and trip permits will be issued according to State regulations.

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

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

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

~~**[ ]** The Board shall also assume the transportation costs for all other approved trips, including co-curricular, athletic, and other extracurricular trips. **[END OF OPTION]**~~

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

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

~~**[ ]** Transportation may be limited by the availability of vehicles, drivers, and scheduling, and will not be available when needed for general school purposes. **[END OF OPTION]**~~

[X] 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, as approved by the Superintendent. 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. A person holding a current bus driver or motor van certificate may serve as a chaperone and driver concurrently. **[END OF OPTION]**

~~**[ ]** Students may be permitted to eat and/or drink on the bus for non-routine trips during which the students on the bus are supervised by a chaperone(s). **[END OF OPTION]**~~

[X] 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. **[END OF OPTION]**

~~**[ ]** 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 **( )** without prior approval of the Principal **[END OF OPTION]**. **[END OF OPTION]**~~

~~**[ ]** 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. **[OR] ( )** and does not transport any other student without the parent(s) of the student to be transported in such vehicle providing written authorization and release from liability using Form 5515 F2 - Parental Authorization and Release From Liability Form. In addition, the parent(s) of the approved student driver must provide written authorization for the student to transport others and release from liability using Form 5515 F2 - Parental Authorization and Release From Liability Form **[END OF OPTIONS]**. **[END OF OPTION]**~~

The Superintendent may enter into a contract with a public or private not-for-profit agency, group, or organization, with a municipal corporation or other political subdivision or agency of the state, or with an agency of the Federal government to operate its buses to assist the agency, group, organization, or political subdivision in the fulfillment of its legitimate activities and in times of emergency. The District may recover expenses from contracting entities, not to exceed the cost of operation and insurance coverage.

~~The Superintendent shall prepare administrative guidelines consistent with this policy.~~

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Legal	A.C. 3301-83-16
	R.C. 3327.08, 3327.13, 3327.14, 3327.013
Cross References	po8600 - TRANSPORTATION
	po8600.04 - BUS AND ALTERNATIVE VEHICLE DRIVER CERTIFICATION
	po8650 - TRANSPORTATION BY ALTERNATIVE VEHICLES
	po8660 - INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE

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Code	po8650
Status	
Adopted	November 19, 2007
Last Revised	April 8, 2024

Revised Policy - Special Update

8650 - **TRANSPORTATION BY ALTERNATIVE VEHICLES ~~OTHER THAN SCHOOL BUSES~~**

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

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

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

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

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

A. the number of students in the vehicle does not exceed nine (9);

B. the District regularly transports students to a chartered nonpublic or community school;

C. the driver has a valid driver's license, is accustomed to driving the vehicle, and meets statutory and administrative requirements for a motor van driver (with the exception of having a commercial driver's license);

D. the driver may not stop on the roadway to load or unload passengers;

E. the driver and all passengers are expected to comply with State laws regarding child and occupant restraint devices and safety while in the motor vehicle.

Individuals who meet statutory requirements to drive a school bus are qualified to drive alternative~~school~~ vehicles. Vehicles shall be inspected prior to each use for student transportation by the driver, and not less than two (2) times each year by a qualified mechanic who will determine whether the vehicle is safe to transport students.

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

All alternative~~school~~ vehicle drivers employed by the Board shall complete the required Ohio School Van Driver training program prior to transporting students by van, meet all other qualification requirements, and comply with the Ohio Pupil Transportation and Safety Rules and applicable Board policies and guidelines relative to student transportation. No individual shall be employed as a school van~~vehicle~~ driver if the individual has not received a certificate certifying that the driver has ~~is at least **( )** eighteen (18) **( )** twenty-one (21) **[END OF OPTION]** years of age with~~ a minimum of two (2) years of driving experience, and is qualified physically and otherwise (O.A.C. 3301-83-06(F)) for the position. **[X]** Only authorized Board employees **(X)** or contractors employed by an agency that provides services to the Board ~~**[END OF OPTION]**~~ may operate and transport students via school van~~vehicle~~. **[X]** Van~~Vehicle~~ drivers do not need a commercial driver's license.

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

~~**EDITING NOTE: House Bill 54 and House Bill 96 were enacted in 2025 and redefined the capacity of alternative vehicles in Ohio as up to twelve (12) passengers. Current Ohio law notwithstanding, U.S. Code and federal regulations prohibit the sale and use of vehicles for school transportation that are designed for more than ten (10) occupants, unless that vehicle meets the construction standards for a school bus.]**~~

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Legal	A.C. 3301-83-19, 3301-83-06(F)
	R.C. 3327.01, 3327.10, 4511.01, 4511.76
Cross References	po8600 - TRANSPORTATION
	po8600.04 - BUS AND ALTERNATIVE VEHICLE DRIVER CERTIFICATION
	po8640 - TRANSPORTATION FOR NON-ROUTINE TRIPS
	po8660 - INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE

Updated 6.11.25

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Akron Area YMCA
Code of Conduct for YMCA Members, Participants, Guests and Third Parties

The term "consumer" refers to any person of any age (adult or youth) visiting or involved in Akron Area YMCA facilities, programs, and services.

The Akron Area YMCA (the "YMCA") is committed to providing a safe and welcoming environment for all.

Abuse or Mistreatment

The YMCA's top priority is keeping consumers safe. Any form of abuse or mistreatment of consumers, employees, and/or volunteers is prohibited. Use of abusive, obscene, profane, threatening, harassing or discriminatory language (including but not limited to racial, religious, gender identity, or sexual references) will not be tolerated.

Bullying

Bullying is aggressive behavior that is intentional, is repeated over time, and involves an imbalance of power or strength. Bullying can take on various forms including physical bullying, verbal bullying, nonverbal or relational bullying, cyberbullying, sexualized bullying, and hazing.

Anyone who sees an act of bullying and encourages it is engaging in bullying. This applies to all consumers, employees, and volunteers and will not be tolerated.

Alcohol, Drugs, and Tobacco

Use of alcoholic beverages, drugs, and tobacco/vaping products while at the Y is prohibited. Consumers who appear to be under the influence of alcohol,

drugs, or illicit substances will not be permitted to use the YMCA's facilities or participate in any program and will be asked to leave the premises.

Weapons

Weapons, and items that may be considered weapons, are prohibited. This includes, but is not limited to, guns, knives, explosives and laser pointers. Anyone found to be in possession of such items will be required to leave and the items may be confiscated. The authorities may be notified as appropriate.

Violence

Violence and threats of violence will not be tolerated at the Y, on our grounds, in our facilities, in other facilities being utilized or visited by our association, or during association-sponsored activities and events. Employees are available to assist in the resolution of differences.

Sexually-Explicit Materials

Everyone in the YMCA is prohibited from accessing, displaying, producing, and/or distributing pornography or sexually-explicit materials on YMCA property or while participating in any YMCA program or service.

Disruptive Behavior

The YMCA is committed to providing a safe, caring, healthy and respectful environment for all members, participants, guests and third parties. To promote these values, we ask all individuals to act appropriately at all times when they are using our facilities, participating in our programs, or attending any event as a spectator. The following conduct may be grounds for removal from the YMCA, suspension, or termination of membership as determined by the YMCA in its sole discretion:

1. Inappropriate attire, such as clothing that is overly revealing or containing vulgar or discriminatory language / images, obscene gestures, or other content that is inappropriate for a facility serving children.
2. Physical contact with another person in an angry or threatening manner, or intentional physical contact that injures another person.
3. Threatening, hostile, or vulgar language including swearing, name calling or shouting.
4. Any demonstration of sexual activity or sexual contact with another person.
5. Intimidation or harassment by words, gestures, body language or any other menacing behavior.
6. Theft or attempted theft, or behavior that results in destruction of property.
7. Carrying or concealing a weapon, devices or an object that may be used as a weapon, including guns, knives, and explosive devices.
8. Providing personal instruction / training / coaching to YMCA members as a non-authorized provider.

9. Using, possessing, and/or being under the influence of illegal or harmful chemicals/substances or alcohol on YMCA property, in YMCA vehicles or at off-site YMCA programs locations.

10. Using tobacco or tobacco-like products such as e-cigarettes, vape pens, or other vaping products, on YMCA property, in YMCA vehicles or at offsite YMCA program locations.
11. Any other conduct of an inappropriate, threatening or offensive nature determined by the YMCA to be inconsistent with its mission and values.

If any member, participant, guest or third party feels uncomfortable confronting a person regarding conduct in violation of this policy, they should immediately report the behavior to a staff member. Staff members are ready to help when these situations arise.

Photos and Audio/Video Recording

The use of audio, camera and video recording devices, including the recording and photography functions of cell phones, are prohibited in all YMCA facilities owned or leased unless there is implied authorization.

- The use of these devices is strictly prohibited in the Child Watch area, Wellness Center, free weight room, gymnasium, locker rooms, restrooms, and pool areas.
- Implied authorization is when a person is taking a picture, using an audio device, or taking video of a member of their family, family friends, or others from whom prior permission has been obtained.

PROTECTING OUR YOUTH

Because the YMCA is dedicated to maintaining zero tolerance for child abuse, it is imperative that everyone actively participates in the protection of our youth.

If you observe, suspect, or learn of any suspicious or inappropriate behaviors and/or policy violations on the part of employees, volunteers, or other consumers, it is your personal responsibility to immediately report your observations.

Report any suspicions

- **To the branch Executive Director,** and/or
- **To the Vice President of Membership Branch Operations at 330-745-9622,** and/or
- **To the State of Ohio anonymous line at 855-642-4453 (855-OH-CHILD),** and/or

- **By completing the anonymous form on https://www.akronymca.org/youth-protection-resources**, and/or
- **by contacting the local or state authorities.**

Examples of suspicious or inappropriate behaviors between employees/ volunteers and youth:

- Violation of any abuse prevention policies outlined by the YMCA
- Buying gifts for a minor
- Making suggestive comments to a minor
- Engaging in inappropriate physical contact with a minor
- Singling out a minor for special or preferred treatment

One-on-One Interactions with Youth

Most child abuse occurs when an adult is alone with a youth, or when a youth is alone with another youth. Our association aims to reduce or eliminate these situations, and thus we prohibit private one-on-one interactions unless approved in advance by the association administration and parent. If you observe one-on-one interactions between employees/ volunteers and youth, you should report this. Any romantic or otherwise sexual relationship between a youth or teen and an employee/ volunteer is strictly prohibited.

Electronic Communication with Youth

Individual direct calls, text messaging, direct messaging and/or social media messaging between youth and employees/volunteers is not allowed, unless approved in writing by a program supervisor and parent. Employees/volunteers will only message youth via methods that include parents/guardians (such as the app "Remind"). Employees and volunteers are not permitted to befriend/follow/contact or respond to youth on social networking or social media sites or be involved with youth in any variation of online gaming. Youth will comply with the YMCA's policies governing the use of personal mobile communication devices while in YMCA programming.

Our Youth Protection Policies and Procedures are published in our website – **https://www.akronymca.org/youth-protection-resources**

Name of Individual/Organization	**Representative Title (if applies)**
Signature	**Date**

LIBERTY UNIVERSITY, INC.
CLINICAL AFFILIATION AGREEMENT
COUNSELOR EDUCATION & FAMILY STUDIES

THIS CLINICAL AFFILIATION AGREEMENT ("Agreement") made this 10th day of November 2025 ("Effective Date"), by and between LIBERTY UNIVERSITY, INC. ("Liberty") and ~~Wadsworth City Schools~~ ("Affiliate"), on behalf of itself and its affiliates and subsidiaries, if any; Wadsworth City School District Board of Education 11/13/2025

RECITALS:

WHEREAS, Liberty, as part of its formal, educational course of studies may require Clinical/Occupational Experiences of Students, and desires to assign certain of its Students to one or more of Affiliate's facilities to obtain such Clinical/Occupational Experience; and

WHEREAS, Affiliate, in service to the community and to promote high standards of preparation and training for Students, is willing to provide the necessary facilities for Clinical/Occupational Experiences;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.1 Definitions.

1.2 "Liaison" shall mean the individual appointed by or designated by Affiliate to administer the provisions of this Agreement.

1.3 "Clinical/Occupational Experience" shall mean a structured learning experience at an Affiliate facility in which a Student provides care to patients/clients under the guidance of a Supervisor and/or participates in observational and/or other educational activities appropriate to the Student's level of preparation. To facilitate an efficient Clinical/Occupational Experience, Liberty utilizes certain web based technology, including but not limited to WebEx Teams provided by Cisco, to enable Student to digitally record video and audio content from counseling sessions, share all or portions of video and audio recordings with Faculty and other students participating in the Program, and upload video and audio recordings of sessions to a protected digital platform for viewing by Faculty Member for purposes of instruction and grading Student's performance. Student is responsible for deleting the video and audio recording upon completion of Faculty Member's use for purposes of instruction and grading. Affiliate acknowledges that Liberty utilizes such technology, including the video and audio recording of counseling sessions in which Student participates, and agrees to obtain any necessary authorization or consent from a participating patient of Affiliate for Faculty Member's and Student's use of the digitally recorded video and audio content for purposes of instruction and training.

2.8 Have the Faculty Member periodically consult with the Liaison regarding Student progress and other issues related to administration of this Agreement.

2.9 Ensure Students have completed all necessary background investigations, if required by the Affiliate, and Affiliate timely notifies Liberty of such requirement.

2.10 Require each Student to execute and submit to Affiliate the Student Addendum attached to this Agreement as Exhibit A.

2.11 Require each Student to execute and submit to Affiliate the "Student Counselor Agreement and Acknowledgment Form" attached hereto as Exhibit B.

3.1 Obligations of Affiliate. Affiliate shall:

3.2 Provide facilities suitable for fulfillment of the course objectives for the Clinical/Occupational Experience, as mutually agreed upon by the parties.

3.3 Determine, upon mutual consideration and agreement, the maximum number of Students to be assigned to the Facility for each Clinical/Occupational Experience and the schedule for each Clinical/Occupational Experience.

3.4 Where applicable, select patients for Student assignments required by the Clinical/Occupational Experience. The Facility may, at its discretion and at any time, make changes in the selection of patients for Student assignments.

3.5 Within normal limits imposed by the institutional setting and space constraints of the Facility, provide conference rooms, lockers and storage space for the Clinical/Occupational Experience as appropriate.

3.6 Permit Students to use cafeteria facilities at their own expense, if available to Affiliate employees.

3.7 Where available, permit Students to utilize parking spaces. If parking at an Affiliate Facility charges employees for the use of such parking spaces, Students shall be responsible for the payment of such parking fees.

3.8 Where available, permit Students to use the library and research materials for research and study, if available.

3.9 Orient Students to the Facility and provide information regarding the Facility's rules, regulations, policies and procedures.

3.10 Provide patient(s) selected by Affiliate to participate in the Clinical/Occupational

Experience with and obtain signature from patient(s) on the "HIPAA Privacy and Authorization Release Form" that will be provided to Affiliate by Student. Affiliate will provide Liberty with a copy of the completed form and any revocation subsequently received. Affiliate acknowledges that Students and Faculty Members will utilize the technology generally described in Paragraph 1.2 of this Agreement to create and review audio and video recordings of counseling sessions for purposes of instructions and grading the Student's performance during the Clinical/Occupational Experience. Affiliate will make disclosures to patient and obtain all authorizations and consents from patient as may be required by this Agreement or otherwise by law, regulation, or its policies and procedures.

3.11 To the extent Affiliate receives education records or otherwise becomes aware of information from education records directly related to a Student and protected by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232, as amended (popularly known as "FERPA"), and other laws with respect to its activities under this Agreement, Affiliate acknowledges it has a duty to maintain the privacy of Student education records and agrees that its use and maintenance of these education records, including the use and disclosure of personally identifiable information concerning a Student from education records, will be in accordance with FERPA. Specifically, Affiliate shall comply with Liberty's obligations under FERPA as a "school official" and FERPA's "legitimate educational interests" limitation on its use or disclosure of education records. Additionally, Affiliate shall implement reasonable and typical administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure any protected education records Affiliate might possess. Affiliate agrees to abide by FERPA's limitation on re-disclosure of personally identifiable information in education records; to not use or disclose education records created or received from, by, or on behalf of Liberty or its Students for any purpose other than the purpose for which such disclosure is made; and to not use or disclose such education records except as permitted by this Agreement, as required by law, or as authorized by Liberty in writing.

3.12 Comply with all applicable laws, regulations, policies and procedures required of Affiliate in furtherance of the Clinical/Occupational Experience and objectives of this Agreement.

3.13 Supervise on-site, by an approved licensed Supervisor or other qualified individual designated by the Affiliate, all students who will be on-site performing activities at the Facility pursuant to the terms of this Agreement. This Agreement is contingent upon Affiliate providing Liberty, upon request, with proof of Supervisor's credentials and appropriate licensure from the state where they practice.

4.0 Care to Patients. Affiliate shall retain responsibility for the overall care provided to patients in the Facility. Affiliate reserves the right to establish limits on the numbers and types of Students permitted in each patient care unit of the Facility and to restrict specific Student activities in each patient care unit.

5.0 Nondiscrimination. Affiliate agrees that it will not discriminate against any Student on the basis of color, race, religion, sex, age or national origin, except where religion, sex, age, or national origin is a bona fide qualification reasonably necessary to the normal operation of the Facility or of

Affiliate. Furthermore, the parties shall not discriminate against any Student because of a disability, except where accommodation would result in undue hardship on the Facility or on Affiliate or that would fundamentally alter the nature of the services provided.

6.0 Right to Refuse or Terminate Students. Affiliate may refuse acceptance of any Student designated by Liberty for participation in a Clinical/Occupational Experience and to terminate participation by any Student in a Clinical/Occupational Experience if: (i) the Student is deemed to be a risk to the Facility's patients, employees, or to himself or herself; (ii) the Student fails to meet or abide by the rules, regulations, policies and procedures of the Facility; (iii) the Student's conduct is detrimental to the business or reputation of the Facility or of Affiliate; (iv) the Student fails to accept or comply with the direction of Facility staff; or (v) if Student fails to adhere to the American Counseling Association Code of Ethics. Liberty reserves the right to terminate a Student's participation in a Clinical/Occupational Experience when, in its sole discretion, further participation by the Student would be inappropriate.

7.0 Independent Contractors/No Agency. In the performance of duties and obligations hereunder, no Faculty, Student, employee, or agent of Liberty shall, for any purpose, be deemed to be an agent, servant or employee of Affiliate. No Liberty Student shall be deemed to be an employee or agent of Liberty. No employee or agent of Affiliate shall be authorized to act for or on behalf of Liberty. Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow the parties to exercise control over one another or over the manner in which their employees or agents perform the services which are the subject of this Agreement.

8.0 Assignment. This Agreement shall not be assigned or subcontracted, whether individually or by operation of law, by either party hereto.

9.0 Term. The initial term of this Agreement shall be for one (1) year from the Effective Date. ~~and thereafter shall automatically renew for successive one (1) year periods.~~ MM 11/13/20

10.1 Termination.

10.2 This Agreement shall run for the Term unless earlier terminated as provided herein. This Agreement may be terminated at any time upon written mutual consent of the parties hereto.

10.3 This Agreement may be terminated by either party at any time without cause by giving prior written notice of not less than sixty (60) days.

10.4 This Agreement shall terminate based on a material breach of this Agreement by either party, provided that the breaching party fails to cure the breach within thirty (30) days of the date of a written notice of the breach. If such breach is not cured within thirty (30) days of the notice, the date of termination shall be the thirtieth (30th) day following the date of the notice.

~~10.5 No matter the means of termination, providing notice of early termination or notice of non-renewal will not negatively affect any courses in progress at the time of the decision nor result in a diminished level of performance by either party. Liberty Students who~~ 11/13/20 MM

are enrolled in courses at the termination or expiration date will be permitted to complete those courses and Affiliate will continue performance of its obligations under this Agreement with regard to those Students participating in a Clinical/Occupational Experience and those courses after the termination or expiration date of this Agreement. 11/07/2-07 MM

11.1 Confidentiality.

11.2 Liberty, its Faculty, Students, employees and agents shall not at any time during or after the Term of this Agreement, without the prior written consent of Affiliate, either directly or indirectly divulge, disclose or communicate in any manner whatsoever to any person not employed or affiliated with Affiliate: (a) any confidential information, including, but not limited to, patient information and information regarding quality assurance, risk management and peer review activities; and (b) any information concerning any matters affecting or relating to the business or operations or future plans of the Affiliate, including, but not limited to, Facility or Affiliate policies, procedures, rules, regulations, and protocols.

11.3 The parties acknowledge that the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Privacy Rule (Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E), require certain protection of Protected Health Information (as defined by HIPAA and the Privacy Rule). Liberty acknowledges that Faculty Member and Students may have access to Facility's Protected Health Information during its Students' Clinical/Occupational Experience. Affiliate agrees to provide instruction regarding its internal HIPAA policies and practices to those Students and Faculty Member who will be participating in the Clinical/Occupational Experience. To the extent protected health information ("PHI") or personally identifiable information ("PII") is to be exchanged or transmitted (electronically or otherwise) between Affiliate and Student and between Student and Faculty Member, it is understood and agreed that Students and Faculty Member are deemed to be members of Affiliate's "workforce" as that term is defined by HIPAA, and under the supervision and direction of Affiliate's personnel with regard to the use of PHI or PII while participating in the Clinical/Occupational Experience and receiving clinical training at Affiliate's facilities pursuant to this Agreement.

11.4 The parties recognize that a breach of this Confidentiality Section of this Agreement may result in irreparable harm to Affiliate. In the event of such material breach, and without limiting the right of Affiliate to seek any other remedy or relief to which it may be entitled under law, Affiliate may seek injunctive relief against Liberty, its Faculty Member, Students, employees, and agents.

11.5 This Confidentiality Section shall survive termination of this Agreement.

12.0 Notice. All notices under this Agreement shall be in writing and delivered by hand or deposited, postage prepaid, in first-class U.S. mail, registered and return receipt requested, addressed as follows or to such other address as a party may designate in writing accordance with this Section:

If to Liberty:
Director of Practicum/Internship
Dept. of Counselor Education & Family Studies
Liberty University, Inc.
1971 University Blvd.
Lynchburg, VA 24515

If to Affiliate:
_____
_____
_____
_____
_____

13.0 Entire Agreement. This Agreement supersedes all earlier agreements between the parties and contains the final and entire Agreement between the parties with respect to the subject matter hereof and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained, unless contained in a written executed amendment of this Agreement signed by all parties hereto.

14.0 Severability. Should any provision(s) of this Agreement be held invalid, unlawful or unenforceable, the validity of any other provision(s) of this Agreement or the Agreement as a whole shall not be affected. The parties intend that the remaining provisions of the Agreement be interpreted liberally to allow performance by both parties and fulfill the purposes for which the parties entered into this Agreement.

15.0 Governing Law. This Agreement shall be construed under and enforced in accordance with the laws of the ~~Commonwealth of Virginia~~ State of Ohio (excluding her choice of law provisions), and it shall be construed in a manner so as to conform with all applicable federal, state and local laws and regulations. 11/13/2017 MM

16.0 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17.0 Headings. Headings used in this Agreement are solely for the convenience of the parties and shall be given no effect in the construction or interpretation of this Agreement.

18.0 Waiver. No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided hereby or at law.

19.0 No Third Party Beneficiaries. This Agreement is not intended to and shall not confer upon other spouse any other person or business entity, other than the parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

20.0 ~~Indemnification~~. The parties shall indemnify, defend and hold harmless each other ~~and each~~ other's respective ~~officers~~, employees and agents from and against any ~~and all~~ actions, liabilities, claims, damages, suits, liens, ~~judgments~~, attorneys' fees and ~~costs~~ arising out of or resulting from the negligent and/or unlawful acts or omissions ~~of the~~ indemnifying party or the indemnifying party's officers, employees, agents ~~or subcontractors~~ occurring ~~during~~ or in connection with performance under or regarding ~~this~~ Agreement. The parties' obligation to indemnify ~~each other~~ and each other's respective ~~officers~~, employees and agents shall survive the expiration or ~~termination of this~~ 11/13/2017 MM

~~Agreement for any reason.~~ MB 11/13/2025

IN WITNESS WHEROF, and in agreement hereto, Liberty and Affiliate have caused this Agreement to be executed by their authorized representatives.

LIBERTY UNIVERSITY, INC.

Signature: [redacted]

Printed Name: Hunter Targosh

Title: Contracts Specialist

Date: 11/18/25

Affiliate

(Affiliate)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SCHEDULE A

LIBERTY UNIVERSITY, INC.
CLINICAL AFFILIATION AGREEMENT
COUNSELOR EDUCATION & FAMILY STUDIES

STUDENT ADDENDUM

THIS ADDENDUM ("Addendum") is made this 10th day of November 2025, between the undersigned Student and Wadsworth City Schools ("Affiliate");
Dthis Board of Educ 11/13/2025

RECITALS:

WHEREAS, Student desires to participate in a Clinical/Occupational Experience as a part of a degree Program at Liberty University; and

WHEREAS, the Facility selected by the Student to administer the Clinical/Occupational Experience is owned, run or controlled by Affiliate, which will enter or has entered into a master Clinical Programs Affiliation Agreement, (the "Agreement") with Liberty to allow Students of Liberty to participate in such Clinical/Occupational Experience; and

WHEREAS, pursuant to the Agreement, and in order for Liberty and Affiliate to provide the Clinical/Occupational Experience, Student is required to make certain representations and covenants with Affiliate.

NOW, THEREFORE, for and in consideration of the foregoing, the undersigned Student agrees as follows:

1) All capitalized terms herein will have the same meaning as in the referenced Agreement and this Addendum is subject to the provisions of the Agreement as if incorporated herein.

2) Student agrees to abide by all of the terms and conditions of the foregoing Agreement related to Student and to cooperate fully in the administration of the Agreement by Liberty and Affiliate.

3) Student agrees to abide by all of the rules, regulations, policies and procedures of Affiliate and of the Facility and to abide by all local, state and federal laws pertaining to confidentiality and patient rights and to the American Counseling Association Code of Ethics.

4) Student agrees to allow Affiliate or Liberty, at Student's expense, to obtain a criminal background check, credit history, Social Security Number verification and Positive Identification National Locater/OIG check. This Agreement constitutes a release and

authorization of Student for these purposes. Student agrees to provide his/her Social Security number to Affiliate or Liberty.

5) Student agrees to provide evidence to Affiliate of coverage of Student by professional liability insurance with a minimum of i) combined single limit of One Million Dollars ($1,000,000.00) and an annual aggregate liability limit of Three Million Dollars ($3,000,000.00), or ii) coverage sufficient to meet the requirements of Affiliate.

6) Student agrees to provide Affiliate with evidence that Student meets all health requirements of Affiliate and has all inoculations that may be required by Affiliate or by the Facility. It is Student's obligation to inquire as to these requirements.

7) Student agrees to engage a Supervisor to facilitate the Student's Clinical/Occupational Experience and to cooperate with Affiliate in fulfilling its obligations under the Agreement and to cooperate with the Supervisor, staff Faculty and administration of Affiliate in fulfilling Student's obligations for the Clinical/Occupational Experience.

8) Student agrees to maintain good standing with the academic and other requirements of Liberty in order to continue participation in the Clinical/Occupational Experience.

9) Student agrees to maintain the confidentiality required in paragraphs 11.0 through 11.4 of the Agreement. Student further agrees to execute and provide to Affiliate the "Student Counselor Agreement and Acknowledgement Form" attached thereto as Schedule B.

10) Student agrees and understands that this Addendum does not obligate Affiliate to provide any services or accommodations to Student outside of Affiliate's obligations to Liberty under the Agreement; and Liberty is deemed to be the sole beneficiary of Affiliate's obligations under the Agreement and this Addendum to the exclusion of Student. Student understands that but for the representations, obligations and warranties of the Student in this Addendum, Affiliate would not allow student to participate in the Clinical/Occupational Experience under the Agreement. Student agrees that Affiliate may provide any and all information regarding Student and Student's participation in the Clinical/Occupational Experience to Liberty and to Student's Supervisor as each may request.

11) Any failure of Student to fully comply with the terms hereof shall be cause for immediate termination of the Student from further participation in the Clinical/Occupational Experience.

12) This agreement imposes obligations upon Student that are in addition to, and not in lieu of, Student's other obligations to Liberty.

IN WITNESS WHEREOF, Student has executed this Addendum.

Student Signature_____ Date _____

Printed Name __

HIPAA Privacy Authorization and Release Form

This form provides a client's informed authorization for use and disclosure of his/her protected health information, including personally identifiable information. This form is required by the Health Insurance Portability and Accountability Act, 45 C.F.R. Parts 160 and 164 (HIPAA) to be completed, signed, and dated by the client prior to the use and disclosure of the client's protected health information, as described below.

*Attention Counselor/Student: Do **NOT** upload this form to Blackboard, WebEx Teams, or any similar platform used in connection with a Liberty University course. This form must be maintained securely by both the healthcare provider and the student named below. Remember to also give the client a copy for his/her records.*

Section I – Authorization

I, _____ (client name), understand that my counselor is a graduate student in the master's degree in _____ program and that my counselor is providing my counseling session(s) as a required part of his/her practicum, internship, or externship course requirement for that program.

I authorize _____ (healthcare provider) and _____ (counselor/student) to video record all or part of my counseling session(s) on _____ (date) and to use and disclose the video recording, including my name and all of my protected health information contained in the video recording, to the counselor/student's practicum, internship, or externship course instructor and students in that course at Liberty University.

Section II – Extent of Authorization

I understand that the purpose of the video recording is for the above-named counselor/student to receive professional training and constructive feedback on his/her counseling skills to improve the quality of counseling services that I (and future clients of the counselor/student) receive. To be specific, once I complete and sign this form, I understand that the above-named counselor/student will upload the video recording of my counseling session(s) to Blackboard and/or WebEx Teams, both of which are password-protected platforms used by Liberty University for educational purposes. The video recording (and a written transcript of the video recording) will be disclosed to and used by the counselor/student's practicum, internship, or externship course instructor and the students in that course for educational and professional training purposes, including a course presentation, a case conceptualization, and a verbatim paper. I understand that my personally identifiable information (e.g., my name) will be redacted from the written transcript and other written assignments, but not redacted from the video recording. I further understand that neither the video recording nor any written assignment will be used for any other purpose or disclosed to any persons outside of the counselor/student's course, as described herein, without my additional written consent, except as permitted or required by law (see Section IV below).

Section III – Effective Period

This HIPAA Privacy Authorization and Release Form is valid and remains in effect until the end of the counselor/student's practicum, internship, or externship course. I understand that the video recording and the written transcript will be deleted at that time. If there is a desire to keep either the video recording or the written transcript for a longer period of time, my additional written consent will be required before doing so.

Section IV – Acknowledgements and Disclosures

I understand that the above-named healthcare provider and counselor/student, as well as the course instructor and students will be required to maintain the same confidentiality as that required by members of the counseling profession. However, I acknowledge that there are certain exceptions to such confidentiality that require disclosure even without my authorization. Such exceptions that may require disclosure include: (1) my threat or act of serious harm to myself or another, (2) my disclosure of abuse of a minor, an elder, or an incapacitated adult, and/or (3) the issuance of a lawful subpoena, search warrant, or judicial court order that requires disclosure.

I understand that I have the right to revoke this authorization, in writing, at any time. I understand that my revocation will not be effective to the extent that any person or entity has already acted on my authorization. In other words, a revocation of my authorization cannot be retroactive and it will become effective only when my written revocation is received and processed. My written revocation of this authorization must be sent to:

Name: _____

Organization: _____

Address: _____

_____

Email Address: _____

I understand that my treatment, payment, enrollment, or eligibility for benefits will not be subject to or conditioned on whether I sign this authorization. I understand that my decision to sign this form, and therefore to release my protected health information, is completely voluntary.

I understand that, although my information used and disclosed pursuant to this form will be kept confidential and only used as described above, such information may no longer be protected by state or federal law, including HIPAA. Moreover, even though the video recording and the written transcript of my counseling session(s) will be deleted, I understand that written assignments, feedback, reviews, and grades based on them may be education records of the counselor/student that are maintained by Liberty University beyond completion of the course described in Section III above. In such event, my personally identifiable information will not be part of any such education records.

Section V – Agreement and Signature

By signing below, I (or, if the client is a minor or is incapacitated, I on behalf of the client) agree that I have carefully read and fully understand all of this HIPAA Privacy Authorization and Release Form, and I voluntarily agree to release my (or the client's) protected health information, as described above.

_____ Date: _____

Signature of Client (or Parent/Legal Guardian)

_____ Date: _____

Signature of Witness

Acknowledgement of Receipt of HIPAA Privacy Authorization and Release Form

I acknowledge that I received a copy of the above completed and signed HIPAA Privacy Authorization and Release Form from the above-named counselor/student and I agree to maintain a copy for my (or my entity's) records.

_____ Date: _____

Signature of Client (or Parent/Legal Guardian)

_____ Date: _____

Signature of Site Supervisor / Site Director

Student Counselor Agreement and Acknowledgement Form

I, _____, am a graduate student in the master's degree in _____ program at Liberty University. To complete my degree program, I will be required to provide counseling to actual clients as part of the practicum, internship, or externship course requirement of that program. Accordingly, I agree to fully comply with all policies, rules, regulations and requirements of the healthcare facility/provider at which I perform these activities including, but not limited to, all applicable state and federal laws and regulations, as well as all applicable ethical codes, that govern confidentiality between counselors and clients, including the Health Insurance Portability and Accountability Act (HIPAA). As such, I agree to use and disclose my clients' protected health information only as they authorized by a valid written and signed HIPAA Privacy Authorization and Release Form (see course syllabus for a copy of that form), or as permitted or required by the healthcare facility/provider at which I perform these activities or by law. If I am authorized by the healthcare facility/provider at which I perform these activities to video record counseling sessions, I further agree to delete video recordings of counseling sessions from my device once those video recordings have been uploaded to Blackboard and/or WebEx Teams, and to delete all video recordings and other documents (e.g., written transcripts) from any and all platforms and other locations once they are no longer needed for my course. If I am unsure whether I can delete a video recording or other document, I agree to ask my course instructor before deletion. I acknowledge that my failure to comply with all policies, rules, regulations and requirements of the healthcare facility/provider at which I perform these activities including, but not limited to, all applicable laws, regulations, and ethical codes, as well as directions from my course instructor, may violate Liberty University policy and that I may be subject to sanctions up to and including failure of the practicum, internship, or externship course and dismissal from the program.

_____ Date: _____

Student Signature

- **Organization name**: Wadsworth City School District
- **Awarded amount**: $2,500
- **Grant is designated to support**: Scholarship

The grant check will be mailed to the address on record around the end of December.

By accepting this grant, you agree to these conditions:

1. Wadsworth City School District agrees to use grant funds in accordance with the application and budget included with your proposal, if applicable.
2. Wadsworth City School District warrants that funds will only be used for the purposes allowed by the IRS and other government agencies relating to grants from private foundations.
3. Wadsworth City School District will furnish to the Foundation any information concerning a change in the proposal or a change in grantee's tax exempt status.
4. If Wadsworth City School District nonprofit status changes or if funds are not used for the purposes described in your proposal, the Foundation reserves the right to have all remaining grant funds immediately returned.
5. Wadsworth City School District agrees not to use grant funds to purchase Parker products directly from Parker Hannifin Corporation. Product purchases through Parker Distributors and other third parties are acceptable.
6. Wadsworth City School District agrees not to use grant funds to compensate or otherwise provide a benefit to Parker Hannifin Corporation, or any person who is a director, officer, employee or consultant of Parker Hannifin Corporation or the Parker Foundation.

If the grant is $10,000 or more, Wadsworth City School District will be asked to provide a written report approximately nine months after receiving the grant payment providing an update on programming and use of funds. A link to the report form will be emailed to you at least 30 days before the report deadline. **If the donation is less than $10,000, no report will be required**.

Congratulations on this recognition of your important work!

Sincerely,

Parker Foundation

Application ID#: [redacted]

CONFIDENTIALITY NOTICE: This message may contain confidential information, including, but not limited to, student personally identifiable information. Such information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, printing, distribution, or the taking of any action in reliance on the contents of the information contained herein is strictly prohibited. If you receive this e-mail message in error, please immediately notify me by telephone at 330-336-3571 to arrange for the return of the original document to me. Please also delete the message from your computer. Thank you.

--
Christine E Chase . Assistant Treasurer
. . . . . .
Wadsworth High School
Administration Offices
625 Broad St., Wadsworth, OH 44281
office: 330.335.1304 cell:216.262.0533
e. cchase@wadsworthschools.org
web: www.wadsworth.k12.oh.us

CONFIDENTIALITY NOTICE: This message may contain confidential information, including, but not limited to, student personally identifiable information. Such information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, printing, distribution, or the taking of any action in reliance on the contents of the information contained herein is strictly prohibited. If you receive this e-mail message in error, please immediately notify me by telephone at 330-336-3571 to arrange for the return of the original document to me. Please also delete the message from your computer. Thank you.

Gmail

Hill, Andrew <ahill@wadsworthschools.org>

Re: Wadsworth City Schools

1 message

Jeremy Hipps <support@supportmatbossapp.freshdesk.com> Mon, Nov 17, 2025 at 7:36 PM
Reply-To: Jeremy Hipps <support@supportmatbossapp.freshdesk.com>
To: ahill@wadsworthschools.org
Cc: tcampbell@wadsworthschools.org

Andrew,

Apologies that it took a bit for us to get back to you. Here is where we are at with the changes:

In Section 10, Confidentiality, we need the last sentence removed, as your terms are considered a public document in Ohio.

- We accept this

In Section 11, Limitation of Liability, we need "(including negligence), even if foreseeable or the other party has been advised of the possibility of such damages." removed.

- We accept this

In Section 14, Severance, we need the last sentence removed. We can revise this language as needed, but it is standard to include language that allows for modifications to reflect the original intent of the parties.

- We do not accept this change

In Section 17, Governing Law and Jurisdiction, we either need Ohio listed (instead of Minnesota) or the entire provision removed, resulting in silence on the topic.

- We can revert to Governing Law in Ohio

Thanks,

Jeremy Hipps
MatBoss I TrackBoss Support Team
1-866-509-BOSS

Ticket: https://help.matboss.com/helpdesk/tickets/22352

> On Mon, 20 Oct at 1:41 PM , Hill, Andrew <ahill@wadsworthschools.org> wrote:
> Okay, thank you. We look forward to your response.
>
> Andrew J. Hill, Ed.D.
> Superintendent
> Wadsworth City School District
> 330-335-1300 (phone)
> 625 Broad St.
> Wadsworth, OH 44281

READ CAREFULLY BEFORE USING THE SERVICE: This Agreement is a legal agreement between you (either an individual or a single entity) and MatBoss, LLC, a Minnesota limited liability company ("MatBoss") that governs your use of Services made available by MatBoss. If you are an employee, reseller, service provider, consultant, contractor or other party who is obtaining the Service on behalf of another person or organization, you will be deemed to have accepted the terms and conditions of this Agreement on behalf of that person or organization, and you and such entity or organization will collectively be referred to as "You" or the "User".

RECITALS

A. MatBoss has developed certain software applications which it makes available to subscribers via the internet on a pay-per-use basis.\

B. The User wishes to use MatBoss's service and has agreed to take and pay for MatBoss's Service subject to the terms and conditions of this Agreement.

1. Definitions

The following terms will have the following definitions as used in this Agreement.

Business Day: means any day which is not a Saturday, Sunday or public holiday in the

United States.

Documentation: means the user manuals, online help, training materials, and other documentation made available to the User by MatBoss regarding the Services and the user instructions for the Services.

Services: refer to the specific MatBoss internet-accessible service that provides use of MatBoss's Software that is hosted by MatBoss or its services provider, and made available to User and User over a network on a term-use basis. The Services include any information, data or Software downloaded from MatBoss's site or otherwise owned or provided by MatBoss.

Software: means the online software applications in object code version provided by MatBoss as part of the Services and currently known as "Matchmaker", including updates, modifications and enhancements that are made available by MatBoss from time to time in its discretion.

Subscription Fees: means the subscription fees payable by the User to MatBoss for the Services as set forth by MatBoss from time to time.

User Data: means the data inputted or provided by the User or MatBoss on the User's behalf.

Virus: any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any

other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2. User subscription/services

2.1 Subject to the User's payment of required fees and its/his/her compliance with all terms and conditions of this Agreement, MatBoss grants to User, a non-exclusive, non-transferable worldwide right to use the Services solely for the User's personal, non-commercial transitory viewing purposes from a single server/device. User acknowledges that this Agreement is a services agreement and MatBoss will not be delivering copies of the Software to User as part of the Services.

2.2 User will not, and shall not permit anyone to: (i) copy, republish, download, display, transmit or distribute the Services or Software in any form of media or by any means, (ii) make the Services available to any person other than User, (iii) use the Software or Services for commercial purposes or public display (commercial or non-commercial), (iv) use or access the Services to provide service bureau, time-sharing or other computer hosting services to third parties, (v) modify or create derivative works based upon the Services or Documentation, (vi) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software used to provide the Services or in the Documentation, (vii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the

Services, except and only to the extent such activity is expressly permitted by applicable law, (viii) access the Services or use the Documentation in order to build a similar product or competitive product ; or (ix) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, illegal, discriminatory or that causes damage or injury to any person or property and MatBoss reserves the right, without liability to the User or User, to disable the User's access to any material that breaches the provisions of this clause.

2.3 The User will use all reasonable efforts to prevent any unauthorized access to, or use of, the Services and/or the Software or Documentation and, in the event of any such unauthorized access or use, promptly notify MatBoss.

3. Service level objectives/support

3.1 MatBoss reserves the right to take the Service offline for scheduled maintenance and will use its reasonable efforts to provide User with reasonable advanced notice if possible.

3.2 MatBoss will, as part of the Services and at no additional cost to the User, provide the User with telephone and email support services between the hours of 7 a.m. and 10 p.m. to diagnose problems or performance deficiencies with the Software. MatBoss will use its best efforts to respond to requests for support within twenty-four (24) hours. MatBoss may amend this support services policies in its sole and absolute discretion from time to time.

4. Customer data/privacy policy

4.1 The User shall own all rights, title and interest in and to all of the User Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the User Data. User will comply with all applicable local, state, national and foreign laws in connection with its use of the Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. User acknowledges that MatBoss exercises no control over the content of the information transmitted by User, including through the Services. User will not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

4.2 MatBoss is granted a limited license to the User Data for the purpose of providing the Services, including a license to collect, process, store, generate, and display User Data to the extent necessary in the providing of the Services. MatBoss will: (a) keep and maintain User Data in confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; and (b) use and disclose User Data exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law.

4.3 As a part of the Services, MatBoss will maintain backup of User Data and for recovery of such data in the event that the Services may be interrupted. Additionally,

MatBoss shall store a backup of User Data in an off-site "hardened" facility no less than daily, maintaining the security of User Data, the security requirements of which are further described herein. In the event of any loss or damage to User Data, the User's sole and exclusive remedy shall be for MatBoss to use reasonable commercial endeavours to restore the lost or damaged User Data from the latest back-up of such User Data maintained by MatBoss in accordance with the archiving procedure described in its Back-Up Policy. MatBoss shall not be responsible for any loss, destruction, alteration or disclosure of User Data caused by any third party (except those third parties sub-contracted by MatBoss to perform services related to User Data maintenance and back-up).

4.4 If MatBoss processes any personal data on the User's behalf, the parties record their intention that the User shall be the data controller and MatBoss shall be a data processor and in any such case:

(a) the User shall ensure that the User is entitled to transfer the relevant personal data to MatBoss so that MatBoss may lawfully use, process and transfer the personal data in accordance with this agreement on the User's behalf;

(b) the User shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

(c) User is solely responsible for determining the purposes and means of processing User Data by MatBoss under this Agreement, including that such processing according to User's instructions will not place MatBoss in breach of applicable data protection

laws. Prior to processing, User will inform MatBoss about any special categories of data contained within User Data and any restrictions or special requirements in the processing of such special categories of data, including any cross border transfer restrictions.

(d) MatBoss shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the User from time to time; and

(e) User shall take appropriate technical and organisational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

5. Third party providers

The User acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase services from, third parties via third-party websites and that it does so solely at its own risk. MatBoss makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the User, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the User and the relevant third party, and not MatBoss. MatBoss does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

6. MatBoss's obligations/warranties

6.1 THE SERVICES AND SOFTWARE ARE PROVIDED "AS-IS". MATBOSS DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT MATBOSS WILL CORRECT ALL SERVICE ERRORS. USER ACKNOWLEDGES THAT MATBOSS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT AND SUPPLIER HEREBY DISCLAIMS THE SAME. NEITHER MATBOSS NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL MATBOSS OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF USER DATA, FILES, OR PROGRAMS.

6.2 Without limiting the foregoing; the materials appearing on MatBoss's website could include technical, typographical, or photographic errors. MatBoss does not warrant that any of the materials on its website are accurate, complete, or current. MatBoss may

make changes to the materials contained on its website at any time without notice, provided MatBoss does not make any commitment to update the materials. User assumes sole responsibility for results obtained from the use of the Services and the Documentation, and for conclusions drawn from such use. MatBoss shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to MatBoss by the User in connection with the Services, or any actions taken by MatBoss at the User's direction and does not warranty or make any representations concerning the accuracy or likely results or reliability of such material.

7. User's obligations

The User agrees to: (a) comply with all applicable laws and regulations with respect to its activities under this Agreement; (b) use the Services and the Documentation in accordance with the terms and conditions of this agreement; (c) obtain and shall maintain all necessary licences, consents, and permissions necessary for MatBoss, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services; and (d) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to MatBoss's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the User's network connections or telecommunications links or caused by the internet.

8. Fees

In consideration for the Services provided, User shall timely pay the applicable

Subscription Fees to MatBoss.

9. Proprietary rights

The User acknowledges and agrees that MatBoss and/or its licensors own all intellectual property rights in the Services, the Software and the Documentation. This Agreement does not grant the User any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Software, Services or the Documentation.

10. Confidentiality

10.1 Definition. "Confidential Information" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of User Data as contemplated by this Agreement, User Data is deemed Confidential Information of User. MatBoss Software and Documentation are deemed Confidential Information of

MatBoss.

10.2 Confidentiality. During the term of this Agreement and for (five) 5 years thereafter (perpetually in the case of Software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

10.3 Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving

party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this Agreement and the relationship of the parties, but agrees that the specific terms of this Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

11. Limitation of liability

NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF MATBOSS) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MATBOSS'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY USER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE. The foregoing limitations shall not apply to the parties' obligations

(or any breach thereof) under Section 10.

12. Term and termination

12.1 This Agreement may be terminated as follows:

(a) by MatBoss, if User fails to pay any amount due;

(b) by either party, if the other party commits a material breach of any of the terms of this Agreement (other than a payment default) and (if such a breach is remediable) fails to remedy that breach within twenty (20) days of that party being notified in writing of the breach; or

(c) by either party, if an order is made or a resolution is passed for the dissolution of the other party; or

(d) by either party, if the other seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days; or

(e) by either party, if the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way.

12.2 On termination of this agreement for any reason:

(a) MatBoss may cease providing User/User all use of Services; including, MatBoss may, without liability to the User, disable the User's password, account and access to all or part of the Services;

(b) User will cease all use of and destroy any downloaded material in its possession that was obtained through the Services;

(c) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(d) Upon termination of this Agreement and upon subsequent written request by the Disclosing Party, the Receiving Party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

12.3 Notwithstanding, the provisions of Sections 4.1, 9, 10, 11, 12.2, and 17, will survive the termination of this Agreement.

13. Force majeure

MatBoss shall have no liability to the User under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its

business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of MatBoss or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of MatBoss' or sub-contractors, provided that the User is notified of such an event and its expected duration.

14. Severance

If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

15. Assignment

The User shall not, without the prior written consent of MatBoss, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

16. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

17. Governing law and jurisdiction

This Agreement shall be interpreted in accordance with and shall be governed by the substantive laws of the State of Minnesota. User hereby irrevocably consents to the jurisdiction of the courts of the State of Minnesota in connection with any action or proceeding which arises out of or relates to this Agreement and agree that any action instituted under the Agreement shall be commenced, prosecuted and continued only in the federal courts of Minnesota located in Minneapolis or the courts of the State of Minnesota located in Hennepin County, which shall be the exclusive and only proper forum for adjudicating such a claim. The United Nations Convention on the International Sale of Goods does not apply to this Agreement.

AGREEMENT FOR ADMISSION FOR NON-HANDICAPPED TUITION PUPILS

Pursuant to Sections 3327.04, 3327.06, 3323.14, and 3317.08 O.R.C.

District of Attendance

The Barberton City School Board of Education herby enters into a contract for admission (pursuant to Section 3327.04 O.R.C.) of the student(s) list below with the **Wadsworth City Schools** Board of Education **(District of Residence)** for educational purposes for the school year of 2025-2026.

The **Wadsworth City Schools** Board of Education **(District of Residence)** hereby agrees to pay to the Barberton City School Board of Education **(District of Attendance)** for each of the listed pupil(s) an amount equal to the tuition rate as calculated pursuant to Section 3317.08 of the Ohio Revised Code for the Barberton City School District **(District of Attendance)**, and excess cost, if any, pursuant to Section 3323.14 O.R.C. for those pupils listed below.

The Barberton City School Board of Education **(District of Attendance)** will include these court placed pupils in their ADM certification, pursuant to Section 3317.03 O.R.C. We hereby accept the pupil(s) listed below to our schools on terms described above.

Name of the Student (s)	**Address of Student (s)**
[redacted]	[redacted] BARBERTON OH 44203

[redacted]

District of Attendance Superintendent Signature — Date: 11/25/2025

[redacted]

District of Attendance Treasurer Signature — Date: 11/20/2025

District of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the school year 2025-2026.

District of Residence Superintendent Signature — Date

District of Residence Treasurer Signature — Date

CONTRACT FOR NON-HANDICAPPED OPEN ENROLLMENT PUPILS

Agreement for Admission of **OPEN ENROLLMENT PUPILS NON-HANDICAPPED PUPILS**
Pursuant to Sections 3301.48, 3313.97 and 3313.98 O.R.C.

The Barberton City Schools Board of Education (District of Attendance) herby enters into a contract for admission of the student(s) listed below with the **Wadsworth City Schools** Board of Education (District of Residence) for educational purposes for the school year of 2025-26. (Open Enrollment Forms have been sent to your district with proof of residency by email).

The Barberton City Schools Board of Education (District of Attendance) acknowledges that pupil(s) listed below are to be included in their ADM certification, as open enrolled from **Wadsworth City Schools** to Barberton City Schools.

Wadsworth City Schools Board of Education (District of Residence) hereby acknowledges that they have received the open enrollment forms and necessary paperwork to include the pupils(s) in their ADM certification. The pupil (s) listed below will be billed on the SF-OE form for tuition costs.

Name of the Student (s)	**Address of Student (s)**
[redacted]	[redacted] WADSWORTH OH 44281

[redacted]

District of Attendance Superintendent Signature — Date: 11/25/2025

[redacted]

District of Attendance Treasurer Signature — Date: 11/20/2025

District of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the school year 2025-2026.

District of Residence Superintendent Signature — Date

District of Residence Treasurer Signature — Date

CONTRACT FOR CHILDREN WITH DISABILITIES OPEN ENROLLMENT

Agreement for excess cost for **CHILDREN WITH DISABILITIES**
Pursuant to Sections 3313.981 O.R.C., 3323.14 O.R.C., AND RULE 3301-48-02(F)

District of Attendance

The Barberton City School Board of Education herby enters into a contract (pursuant to Section 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(F)) for the student(s) list below with the **Wadsworth City School** Board of Education **(District of Residence)** for educational purposes for the school year of 2025-26.

The **Wadsworth City School** Board of Education **(District of Residence)** hereby agrees to pay to the Barberton City Schools Board of Education **(District of Attendance)** for each of the listed pupil(s), an amount equal to the excess cost, if any, pursuant to Section 3323.14 of the Ohio Revised Code.

The Barberton City School Board of Education (District of Attendance) acknowledges that the pupil(s) listed below will be reported in EMIS pointing back to the school district of residence and counted in the ADM of the District of Residence, pursuant to 3317.03 O.R.C. The Ohio Department of Education will make an adjustment deducting the per pupil formula aid amount times the FTE of pupils from the resident districts SF-3 and credit the attending district. The excess cost amount shall be calculated in accordance with the data submitted to the Ohio Department of Education on Form SF-6. We hereby accept the pupil(s) listed below to our schools on terms described above.

Name of the Student (s)	**Address of Student (s)**
[redacted]	[redacted] WADSWORTH, OH 44281

[redacted] 11/25/2025

District of Attendance Superintendent Signature — Date

[redacted] 11/20/2025

District of Attendance Treasurer Signature — Date

District of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the school year 2025-2026.

District of Residence Superintendent Signature — Date

District of Residence Treasurer Signature — Date

Ohio School Boards Association
8050 N. High Street, Suite 100
Columbus, Ohio 43235-6481
(614) 540-4000

Invoice No **P11436**

QUESTIONS?
Business and Finance Division
(614) 540-4000
invoice@ohioschoolboards.org

1/1/2026

AMOUNT DUE

District Treasurer
Wadsworth City
524 Broad Street
Wadsworth, OH 44281-2306

AMOUNT ENCLOSED

DUE DATE 1/31/2026

DESCRIPTION	AMOUNT
ANNUAL MEMBERSHIP DUES	$10,261

January -- December 2026: Dues are based on your district's ADM and expenditures per pupil (EPP) data from the Ohio Department of Education and Workforce for the 2023-2024 school year. Any increase or decrease in dues from the previous year is caused by a change in your district's ADM and/or cost per pupil. A portion of your annual membership dues will be used to pay actual and necessary registration fees and travel expenses, for OSBA trustees, committee members and other district representatives who represent the Association or its member districts at annual conferences of OSBA or any association of school board associations, state or national advocacy or leadership events, or other conferences, seminars, meetings and similar events at the regional, state and national level.

Included with the annual membership are subscription to the Journal, our award winning quarterly magazine, and the OSBA Update, a biweekly electronic newsletter.

Dues Calculation: $14,658 (EPP) x 70% (based on ADM) = $10,261 (This calculation may be adjusted for rounding)

OPTIONAL ADDITIONAL PUBLICATION.
(If subscribing, please add the below subscription fee to your membership dues for the final invoice amount.)

SCHOOL MANAGEMENT NEWS: Email Delivery Only $175

_____ (Acct. 001-2412-542) Unlimited number of recipients via email - to be indicated on your online membership roster, which may be accessed after receiving membership payment.

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

			Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:	001		$ 16,883,057.45	$ 1,852,651.04	$ 30,650,123.10	$ 5,072,282.19	$ 27,871,647.77	$ 19,661,532.78	$ 5,425,014.40	$ 14,236,518.38
Fund:	002		$ 8,492,983.04	$ 0.00	$ 2,940,301.71	$ 0.00	$ 39,931.91	$ 11,393,352.84	$ 5,020,480.88	$ 6,372,871.96
Fund:	003		$ 307,480.54	$ 0.00	$ 299,700.55	$ 112,702.76	$ 148,865.76	$ 458,315.33	$ 13,043.00	$ 445,272.33
Fund:	004		$ 14,402,257.96	$ 39,474.27	$ 394,208.05	$ 2,444.30	$ 12,700,815.65	$ 2,095,650.36	$ 3,109,760.72	$ (1,014,110.36)
Fund:	006		$ 2,556,360.37	$ 161,851.82	$ 466,957.60	$ 141,230.48	$ 676,323.39	$ 2,346,994.58	$ 484,226.12	$ 1,862,768.46
Fund:	007		$ 6,341.65	$ 500.00	$ 800.00	$ 0.00	$ 7,461.85	$ (320.20)	$ 661.99	$ (982.19)
Fund:	009		$ 43,962.66	$ 31,627.00	$ 59,328.00	$ 3,231.35	$ 10,271.38	$ 93,019.28	$ 57,309.62	$ 35,709.66
Fund:	010		$ 5,353,080.48	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 5,353,080.48	$ 0.00	$ 5,353,080.48
Fund:	011		$ (97,363.68)	$ 1,726.90	$ 389,778.23	$ 19,465.97	$ 201,486.14	$ 90,928.41	$ 227,865.08	$ (136,936.67)
Fund:	012		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	013		$ 32,256.91	$ 0.00	$ 0.00	$ 4,497.63	$ 9,078.25	$ 23,178.66	$ 41,706.15	$ (18,527.49)
Fund:	014		$ 111,472.93	$ 0.00	$ 0.00	$ 23,959.41	$ 127,690.39	$ (16,217.46)	$ 34,855.56	$ (51,073.02)
Fund:	017		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	018		$ 100,206.79	$ 23,048.91	$ 59,484.86	$ 5,667.16	$ 31,432.95	$ 128,258.70	$ 53,892.38	$ 74,366.32
Fund:	019		$ 132,592.84	$ 5,000.00	$ 27,073.01	$ 7,450.49	$ 394,775.51	$ (235,109.66)	$ 25,312.10	$ (260,421.76)
Fund:	020		$ 20,240.38	$ 33,292.88	$ 112,295.20	$ 24,117.29	$ 114,268.59	$ 18,266.99	$ 19,063.53	$ (796.54)
Fund:	022		$ 49,235.13	$ 0.00	$ 100.00	$ 561.62	$ 3,672.12	$ 45,663.01	$ 4,272.09	$ 41,390.92
Fund:	024		$ 69,090.89	$ 31,602.25	$ 152,556.91	$ 26,796.84	$ 223,149.78	$ (1,501.98)	$ 269,572.79	$ (271,074.77)
Fund:	025		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	029		$ 379,360.52	$ 0.00	$ 0.00	$ 43,136.20	$ 45,181.15	$ 334,179.37	$ 3,283.65	$ 330,895.72
Fund:	034		$ 2,678,018.20	$ 0.00	$ 0.00	$ 18,731.18	$ 84,154.76	$ 2,593,863.44	$ 121,371.09	$ 2,472,492.35
Fund:	071		$ 4,055,254.25	$ 0.00	$ 1,570,450.85	$ 0.00	$ 885,088.55	$ 4,740,616.55	$ 1,215,880.39	$ 3,524,736.16
Fund:	200		$ 52,340.46	$ 5,736.66	$ 35,702.78	$ 6,436.27	$ 48,697.74	$ 39,345.50	$ 33,330.91	$ 6,014.59
Fund:	300		$ 253,509.74	$ 47,303.94	$ 286,035.49	$ 46,369.82	$ 269,825.06	$ 269,720.17	$ 188,671.23	$ 81,048.94
Fund:	401		$ 70,620.75	$ 61,356.67	$ 112,949.12	$ 1,685.77	$ 137,767.57	$ 45,802.30	$ 111,307.41	$ (65,505.11)
Fund:	402		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	409		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	412		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	416		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	420		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	422		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	425		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	432		$ 0.00	$ 9,000.00	$ 9,000.00	$ 0.00	$ 0.00	$ 9,000.00	$ 0.00	$ 9,000.00
Fund:	440		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	447		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	450		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	451		$ 0.80	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.80	$ 0.00	$ 0.80
Fund:	452		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	455		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	459		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	460		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

			Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:	461		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	467		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	499		$ 40,127.76	$ 0.00	$ 40,000.00	$ 4,769.00	$ 5,264.70	$ 74,863.06	$ 8,975.00	$ 65,888.06
Fund:	504		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	506		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	507		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	510		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	514		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	516		$ 51,403.68	$ 0.00	$ (84,676.35)	$ 83,692.26	$ 481,068.73	$ (514,341.40)	$ 0.00	$ (514,341.40)
Fund:	524		$ 8,445.82	$ 24,277.26	$ 24,277.26	$ 17,563.00	$ 94,195.74	$ (61,472.66)	$ 0.00	$ (61,472.66)
Fund:	532		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	533		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	572		$ 25,534.08	$ 0.00	$ 0.00	$ 64,810.54	$ 311,164.11	$ (285,630.03)	$ 0.01	$ (285,630.04)
Fund:	573		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	584		$ 25,000.00	$ 0.00	$ 0.00	$ 0.00	$ 9,709.72	$ 15,290.28	$ 0.00	$ 15,290.28
Fund:	585		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	587		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	588		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	589		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	590		$ 4,997.93	$ 0.00	$ 0.00	$ 7,793.12	$ 47,498.33	$ (42,500.40)	$ 1,035.68	$ (43,536.08)
Fund:	599		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Grand Total			**$ 56,107,870.33**	**$ 2,328,449.60**	**$ 37,546,446.37**	**$ 5,739,394.65**	**$ 44,980,487.60**	**$ 48,673,829.10**	**$ 16,470,891.78**	**$ 32,202,937.32**

WADSWORTH CITY SCHOOL DISTRICT
MONTHLY FINANCIAL UPDATE
NOV-25

General Fund
Budget to Actual Report

	FY 2026 Budget	FY 2026 Actual to Date	Variance	Variance %	Target %
Beginning Cash Balance	**$ 16,883,057**	**$ 16,883,057**			
Total Revenue	**$ 63,669,245**	**$ 30,650,123**	**$ (33,019,122)**	**48.1%**	41.7%
Expenditures:					
Salaries and Wages	$ 38,701,459	$ 15,908,663	$ (22,792,796)	41.1%	42.31%
Employee Fringe Benefits	$ 16,135,734	$ 6,870,478	$ (9,265,256)	42.6%	41.7%
Purchased Services	$ 8,358,213	$ 3,151,559	$ (5,206,654)	37.7%	41.7%
Supplies and Materials	$ 2,828,073	$ 1,185,600	$ (1,642,473)	41.9%	41.7%
Capital Outlay	$ 572,415	$ 251,258	$ (321,157)	43.9%	41.7%
HB 264 Payments	$ -	$ -	$ -		
Other	$ 795,585	$ 399,038	$ (396,547)	50.2%	41.7%
Transfers/ Advances out	$ 345,051	$ 105,051	$ (240,000)	30.4%	41.7%
Total Expenditures	**$ 67,736,530**	**$ 27,871,648**	**$ (39,864,882)**	**41.1%**	41.7%
Revenue over (under) Expenditures	**$ (4,067,285)**	**$ 2,778,475**			
Ending Cash Balance	**$ 12,815,772**	**$ 19,661,533**			
Encumbrances		**$ 5,425,014**			49.16%
Available Unencumbered Balance		**$ 14,236,518**			

Financial Summary - All Funds

Cash Flow Summary:

Total Revenue Current Month All Funds	**$ 2,328,449.60**
Total Expenditures Current Month All Funds	**$ 5,739,394.65**
Total Month End Cash Balance	**$ 48,673,829.10**

Appropriation Summary:

Total Appropriations Current Year All Funds	**$ 88,853,132.84**
Prior Fiscal Year Carryover Encumbrances	**$ 17,304,491.68**
Total Available All Funds	**$ 106,157,624.52**
Fiscal Year To Date Expenses All Funds	**$ 44,980,487.60**
Fiscal Year To Date % expended All Funds	**42.4%**